

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Invitation for Bids for Renewable Diesel Supply

PROJECT SUMMARY SHEET

Issuance Date: February 26, 2026

Project Description: Following the Request for Qualifications issued on January 9, 2026, the Santa Barbara Metropolitan Transit District (MTD) is now inviting the prequalified firms to submit bids for the annual supply of approximately 500,000 gallons of renewable diesel. This Invitation for Bids is directed to those vendors who have demonstrated the capacity to meet MTD's specific supply, delivery, and contractual requirements.

Project Location(s): MTD Terminal 1, 550 Olive Street, Santa Barbara, CA 93101, and MTD Terminal 2, 5353 Overpass Road, Goleta, CA 93111

Clarification & Change Request Deadline: Wednesday, March 11, 2026, 2:00 PM PDT

Bid Due Date/Time: **Wednesday, March 25, 2026, by 2:00 PM PDT**

Bid Due Location: MTD, Administrative Offices, 550 Olive Street, Santa Barbara, CA 93101 (bids opened in first floor auditorium just inside building entrance)

Bid Contents:

- Price Bid
- Acknowledgement of Addenda
- Producers & Delivery Truckers Form

Type of Solicitation: Sealed bids; award to lowest responsive and responsible Bidder

Type of Contract: Firm, Fixed Price

Contract Period: Up to 18-month period starting July 1, 2026

Contract Award Notice: **Wednesday, March 25, 2026, by 4:30 PM PDT**
Contractor will be awarded the same day bids are due in order to lock in/hedge the fuel to honor the fixed price bid.

Solicitation Contact: Valerie White, Purchasing Agent, (805) 963-3364 x 244, purchasing@sbmtd.gov

Bidders shall be responsible to check MTD's website at <https://sbmtd.gov/about/doing-business/> for updates



Invitation for Bids
for
Renewable Diesel Supply

February 26, 2026

Contact:

Valerie White, Senior Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, extension 244
vwhite@sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Renewable Diesel Supply
SOLICITATION INSTRUCTIONS

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SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Renewable Diesel Supply
SOLICITATION INSTRUCTIONS

1. PROJECT DESCRIPTION

The Santa Barbara Metropolitan Transit District (MTD) is issuing this Invitation for Bids (IFB) for Renewable Diesel Supply to secure the purchase and delivery of R99 renewable diesel fuel for usage by its fleet of public transit buses for up to an 18-month term starting on July 1, 2026 (the “project”). MTD is seeking bid prices for:

- Renewable Diesel at Fixed Price Per Gallon Delivered to its Terminal 1 (T1) Facility at 550 Olive Street, Santa Barbara, CA 93101, as needed in the standard load size of approximately 7,500 gallons to the on-site underground storage tank (UST); *with an option for*
- *Renewable Diesel at Fixed Price Per Gallon Delivered to its Terminal 2 (T2) Facility at 5353 Overpass Road, Goleta, CA 93111, as needed with a pump truck for load size of approximately 5,000 gallons to on-site to above ground fuel storage tank (AST).*

The parties invited to submit a bid have previously been prequalified through a Request for Qualifications for Renewable Diesel Supply issued on January 9, 2026. As the pre-bid process has largely been completed, this invitation for bids process is simplified and expedited. Bidders certified their acceptance of the terms and conditions included in the MTD Master Agreement and Federal Transit Administration (FTA) Contract Provisions including submitting Lobbying Certification and Non-Collusion Declaration as part of that process. A copy of the renewable diesel Statement of Work that specifies the contractor requirements is attached hereto.

Pre-qualified Bidders should be certain to read all documents in this IFB packet in order to prepare bids correctly and be fully aware of the contractual terms and conditions. Failure of a Bidder to follow instructions may result in rejection or disqualification of its bid, and lack of knowledge of the contract terms shall not excuse it from its obligations; this includes meeting the insurance requirements indicated in paragraph 18 of the MTD Master Agreement.

2. PRE-BID SUBMITTAL ACTIVITIES

2.1 COMMUNICATIONS, REQUESTS & CLARIFICATIONS

All questions and communications concerning this solicitation may only be through the purchasing agent via e-mail to purchasing@sbmtd.gov. Unless authorized by Ms. White, Bidders and their representatives shall not make contact or communicate with any other MTD employee or agent in regards to this solicitation.

Bidders may request clarification or request a change, or an approved equal, to any aspect or requirement of the IFB, or any addenda thereto. **All requests must be e-mailed to purchasing@sbmtd.gov by Wednesday, March 11, 2026, at 2:00 PM (local time) to be considered.**

2.2 IFB MODIFICATIONS & ADDENDA

MTD reserves the right to amend this IFB at any time. Based upon questions, requests, or comments received, MTD may modify the IFB if in its best interests to do so. Any such changes shall be provided through formal written addenda. No other forms of communication with any officer, employee, or agent of MTD with respect to the IFB shall be binding on MTD. If MTD elects to accept the request, all Bidders will be notified through written

addenda. Only addenda issued by MTD are binding upon this solicitation. Addenda shall be sent via e-mail to all prequalified Bidders and concurrently posted on MTD's website at <http://www.sbmttd.gov/about/doing-business/>. Failure of a Bidder to receive any addendum shall not relieve it from any obligation under its bid or under the IFB as clarified or modified.

3. BID PREPARATION & SUBMITTAL

The Bidder's submittal shall include the three MTD forms: (1) Price Bid; (2) Acknowledgement of Addenda; (3) Producers & Delivery Trucks. Failure to fully and accurately complete the forms may result in the rejection or disqualification of the bid.

3.1 MTD FORMS

Price Bid—Bid shall include the fully completed and signed Price Bid Form provided in this IFB. The form must state a **firm, fixed unit price per gallon** for the supply of R99 renewable diesel fuel to the following locations:

- **Terminal 1 (T1) Facility:** 550 Olive Street, Santa Barbara, CA 93101. Deliveries are as-needed in standard load sizes of approximately **7,500 gallons** via gravity drop to the on-site underground storage tank (UST).
- **Terminal 2 (T2) Facility:** 5353 Overpass Road, Goleta, CA 93111. Deliveries are as-needed via **pump truck** for load sizes of approximately **5,000 gallons** to the on-site above-ground fuel storage tank (AST).

Base Bid

- **Definition:** The Base Bid consists of the **12-month term** from July 1, 2026, through June 30, 2027.
- **Basis of Award:** Selection for contract award is predicated on the **lowest Base Bid price for Terminal 1**.

Alternate Bids

- **Term Alternates:** MTD will also consider pricing for an **18-month extended term** from July 1, 2026, through December 31, 2027 (Additive Bid) and a **6-month reduced term** from July 1, 2026, through December 31, 2026 (Deductive Bid).
- **MTD Discretion:** Following the identification of the lowest responsive and responsible Base Bid for Terminal 1, MTD reserves the right, at its sole discretion, to exercise the **Additive or Deductive Bid**. MTD will incorporate alternate pricing into the final contract only if it is determined to be in MTD's best interest.
- **Unity of Term:** The term duration eventually selected by MTD (6, 12, or 18 months) will apply to the Terminal 1 and Terminal 2 locations simultaneously.

The Bidder's price per gallon bid(s) shall be inclusive of the renewable diesel fuel, any transportation/delivery charges, and any other contractor add-on charges; and exclusive of all governmental taxes or fees that are required by law that will be added separately to invoices (taxes and fees are described and addressed in section 4.2 of the Statement of Work). MTD will pay no costs above these.

Failure to include the fully completed and signed Price Bid form will render the bid non-responsive and it will be rejected. If revised Price Bid forms were issued as part of the addenda, the most recent version must be used or the bid will be considered non-responsive and will be rejected.

Acknowledgment of Addenda—Bidder shall acknowledge either the receipt of each addendum or that there were no addenda by including in its bid the fully completed and signed *Acknowledgement of Addenda* form included in this IFB. Failure to include the signed Acknowledgement of Addenda form may render the bid nonresponsive resulting in its rejection.

Producers & Delivery Truckers— Bids shall include the fully completed Producers & Delivery Truckers form included in this solicitation. If these vary during the contract period, list the anticipated three most frequently used producers or trucking firms.

3.2 BID SUBMITTAL & OPENING

The bid is composed solely of the Price Bid, Acknowledgement of Addenda and the Producers & Delivery Truckers form. The forms submitted must be an original set of “wet signature” bid documents.

Do not modify the bid form. While inclusion of a cover letter is acceptable, it is not necessary. No cover letter or bid may impose conditions that would modify the requirements of the invitation or limit the bidder’s liability.

Please include no other documents—including those from this IFB packet—with your bid. **Bids shall be submitted in a non-transparent, sealed envelope or appropriate packaging plainly marked on the exterior with the name of the Bidder and the following: "Renewable Diesel Supply Bid."**

Sealed bids shall be addressed and delivered to:

Santa Barbara Metropolitan Transit District
Renewable Diesel Supply IFB
550 Olive Street
Santa Barbara, CA 93101

- If using US Mail or overnight delivery service, bids must still be enclosed in the specified packaging within any delivery service packaging.
- Hand-delivered sealed bids shall be accepted by appointment. MTD administrative offices are currently closed to the public. Deliveries can be accepted pre-arranging a delivery time Monday through Friday, from 8:00 AM - 4:00 PM (local time), by first calling 805-963-3364 ext. 200.
- Within the 15 minutes prior to bid-opening, bids will be accepted without an appointment and must be brought directly to the Administrative Building’s downstairs auditorium

**BIDS WILL ONLY BE ACCEPTED UNTIL
WEDNESDAY, MARCH 25, 2026, AT 2:00 PM (LOCAL TIME).**

Immediately following the submission deadline, bids will be opened and read aloud at an open public meeting in the Administrative Building’s downstairs auditorium. Unless due to the fault of MTD, bids received after the bid submission deadline will not be considered. **Fax or email bids will be rejected.**

3.3 MODIFICATION OR WITHDRAWAL OF BIDS

A Bidder may modify or withdraw a submitted bid any time prior to the bid submittal deadline by sending an e-mail request from the Bidder’s authorized representative to purchasing@sbmtd.gov. The withdrawal of a bid prior to the bid submission deadline does not prejudice the right of a Bidder to resubmit a bid by the deadline. After the bid submission deadline, a bid may be withdrawn only if MTD fails to award the contract within the validity period stipulated on the *Price Bid* form or any agreed-upon extension thereof.

3.4 BID STIPULATIONS

Bids received by MTD become the property of MTD. MTD will not pay any cost incurred by Bidder resulting from the preparation or delivery of its bid. MTD reserves the sole right to review, accept, or reject bids; or to cancel this solicitation in whole or in part if it is in MTD’s best interest to do so.

4. REVIEW & AWARD

4.1 BID DEFECTS OR COLLUSION

MTD may reject any bid that includes deviations or is not prepared in accordance with the instructions and requirements of this solicitation. MTD reserves the right to waive any defects, or minor informalities, or irregularities in any bid which do not materially affect the bid or prejudice other Bidders. If there is any evidence indicating that two or more Bidders are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the bids of all such Bidders shall be rejected and such evidence may be a cause for disqualification of the participants in future MTD solicitations.

4.2 BID ANALYSIS

MTD shall examine the lowest bid to determine its completeness and responsiveness to this solicitation. MTD may request additional or clarifying information from a Bidder. Bids that do not contain all required materials, information, or forms; or where such items are substantially incomplete, may be determined as non-responsive and rejected by MTD. In such a case, the process shall continue until such time as the low responsive Bidder is determined.

MTD shall evaluate the low bid to determine if the price to be paid is fair and reasonable. If only one bid is received in response to this solicitation, a detailed price and/or cost analysis of the bid may be required in order to determine if the price is fair and reasonable. Any such analyses and the results therefrom shall not obligate MTD to accept such a single bid, which may be rejected at MTD's sole discretion.

4.3 CONTRACT AWARD

If considered in MTD's best interest, the MTD General Manager or his designee will award a contract to the responsive and responsible low Bidder.

A PHONE CALL AND AN EMAIL ANNOUNCING AND COMMITTING MTD TO THIS AWARD DECISION WILL BE TRANSMITTED TO THE WINNING BIDDER BY 4:30 PM (LOCAL TIME) THE DAY OF THE BID OPENING.

Such notification is a declaration from MTD of its intent to award a project contract once the required documents are received. MTD must receive the Certificates of Insurance from the Bidder and any trucking subcontractors insurance within ten (10) calendar days of the notification of contingent award. Contractor shall have the insurance broker/agent provide MTD with certificates of insurance as MTD will not accept such documents from the Contractor or any agent of the Contractor other than a licensed insurance professional.

4.4 CONTRACT EXECUTION

The contract will be executed as soon as practical after contract award and receipt of required Certificates of Insurance. The contract shall be composed of the *MTD Master Agreement*, the *FTA Contract Provisions*, *Lobbying Certification*, *Non-Collusion Declaration*, the *Statement of Work*, and the Contractor's bid. In all cases, the most recent versions of the documents, taking into account any addenda thereto, shall be used in the final and binding agreement.

4.5 PROTEST PROCEDURES

MTD has established procurement protest procedures to ensure uniform, timely, and fair consideration of complaints received by MTD concerning its procurement activities. Such procedures are available on MTD's website at <http://www.sbmtd.gov/about/doing-business/>.

End of Solicitation Instructions Text (Also See Attachments 1-4)



Invitation for Bids for Renewable Diesel Supply

Attachment 1: Bid Forms

Contact:

Valerie White, Senior Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, extension 244
vwhite@sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Renewable Diesel Supply
PRICE BID

Description	Deductive Bid	BASE BID	Additive Bid
Renewable Diesel Fixed Price Per Gallon Delivered to	6-month term July 1, 2026 – December 31, 2026	12-month term July 1, 2026 - June 30, 2027	18-month term July 1, 2026 – December 31, 2027
Terminal 1 550 Olive St., Santa Barbara	\$	\$	\$
Terminal 2 5353 Overpass Rd., Goleta	\$	\$	\$

The Bidder hereby represents and warrants that:

1. Its provided a price for each location and each contract term that starts on July 1, 2026. Any award of contract by MTD shall apply to both Terminal 1 and Terminal 2 and be under a single, unified contract. MTD will not award staggered terms or different durations for the two locations; MTD’s selected duration (6, 12, or 18 months) shall govern the entirety of the project.
2. Its price per gallon bid is inclusive of the renewable diesel fuel, any transportation/delivery charges, and any other contractor add-on charges; and exclusive of all governmental taxes or fees that are required by law that will be added separately to invoices. MTD will pay no costs above these.
3. **Its lowest base bid price for serving Terminal 1 for the 12-month term starting on July 1, 2026, will be the primary consideration for award.** Any award of contract, if made by MTD, will be made to the responsive, responsible Bidder submitting the lowest base bid price for Terminal 1.
4. It understands that MTD may select the deductive bid or the additive bid for the contract award. MTD reserves the right to award a contract for either a 6-month or 18-month term at its discretion. However, the determination of the lowest responsive bidder will be based solely on the Terminal 1 base bid price.
5. It has sufficiently informed itself in all matters affecting the performance of the work, or the furnishing of the labor, supplies, material, or equipment called for in carrying out the project and associated Agreement.
6. Its bid is genuine, not sham or collusive, nor made in the interest of any person not herein named; that it has not in any illegal manner sought to secure for itself any advantage over any other bidder.
7. Its bid has been thoroughly checked for errors and omissions and the costs, prices, hours, rates, and any other constituents of this Price Bid are a complete and correct statement of its price for performing all project work required by the Agreement.
8. Its bid is valid until acknowledgment of the written Notice of Contingent Award which MTD shall issue prior to 4:30 p.m. Pacific Time on the bid due date.

 Authorized Official Signature

 Date of Signature

 Authorized Official Name

 Authorized Official Title

 Business Name of Bidder

(Signer must have authority to bind bidder contractually. Failure to sign Price Bid will result in its rejection)

February 26, 2026

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Renewable Diesel Supply
ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges the Bidder's receipt of the following addenda to this IFB and has incorporated information or changes in said addenda within its submittal (if no addenda were received, write "None" in the first blank):

Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____
Addendum No.	_____	dated	_____

Note: It is the Bidder's responsibility to ensure it receives all addenda which are posted on the MTD website at <http://www.sbmtd.gov/about/doing-business/>.

_____ Authorized Official Signature	_____ Date of Signature
_____ Authorized Official Name	_____ Authorized Official Title
_____ Business Name of Bidder	

(Signer must match authorized official shown on Price Bid form)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Invitation for Bids for Renewable Diesel Supply
PRODUCERS & DELIVERY TRUCKERS

Name of Bidder: _____

Provide the following information regarding the renewable diesel fuel producers and delivery trucking firms. If more than three, only include the three that are anticipated to be used most frequently.

Renewable Diesel Fuel Producer(s)

Producer Name: _____ Production Facility Location: _____

Biomass Feedstock Type(s): _____ Annual Capacity: _____

Producer Name: _____ Production Facility Location: _____

Biomass Feedstock Type(s): _____ Annual Capacity: _____

Producer Name: _____ Production Facility Location: _____

Biomass Feedstock Type(s): _____ Annual Capacity: _____

Delivery Trucking Firm(s)

Name _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Name _____ Address: _____

Contact: _____ Phone: _____ Email: _____

Name _____ Address: _____

Contact: _____ Phone: _____ Email: _____



Invitation for Bids for Renewable Diesel Supply
Attachment 2: Statement of Work

Contact:

Valerie White, Senior Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, extension 244
vwhite@sbmtd.gov

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Renewable Diesel Supply

STATEMENT OF WORK

1. PROJECT SUMMARY & GENERAL REQUIREMENTS

1.1 PROJECT SUMMARY

The Santa Barbara Metropolitan Transit District (MTD) desires to purchase Renewable Diesel Fuel and have it delivered to its on-site underground storage tank to MTD's Terminal 1 (T1) bus facilities at 550 Olive Street, Santa Barbara, CA 93101, for usage by its fleet of fixed-route public transit buses powered by diesel engines (the "project"). To meet this desire, Contractor shall supply, sell and deliver to MTD Renewable Diesel Fuel on an "as needed" basis with **an expected annual volume of 500,000 U.S. gallons**. Contractor shall provide the fuel in the industry **standard load size of approximately 7,500 gallons** within 48 business weekday hours of order by MTD. All fuel delivered to MTD by Contractor shall meet or exceed applicable government agency and ASTM standards in effect at the time of delivery.

○ *Option for Expansion of Service Locations*

MTD reserves the right, at its sole discretion, to request to transfer a portion of, all of or none of the services to MTD's Terminal 2 (T2) bus facilities at 5353 Overpass Rd. Goleta, CA 93111, during the term of this Contract. Should MTD elect to add T2, MTD will provide the Contractor with a written notice. MTD is under no obligation to add such locations. The tank at T2 is an above ground fuel storage tank and system (AST) requiring a pump truck with load sizes at 5,000 gallons within 48 business weekday hours of order by MTD, on an as needed basis.

1.2 LIMITATIONS OF STATEMENT OF WORK

This Statement of Work does not necessarily include a full and complete description of all required parts, materials, resources, services, or processes required to fulfill the project. Information provided in this Statement of Work is provided only for those materials, procedures, and values that are considered key to achieving the overall goals and objectives of the project. Contractor is expected to be experienced in and adhere to the customs of the trade. Any substantive deviations from such customs shall have been explicitly identified to MTD in Contractor's bid and either accepted or rejected prior to the award of the Agreement for the project.

2. TECHNICAL SPECIFICATIONS

2.1 RENEWABLE DIESEL FUEL DEFINITION

Renewable Diesel Fuel provided under this Agreement shall be **R99** and comply with California Code of Regulations §95481, which defines it as a diesel fuel that is produced from nonpetroleum renewable resources but is not a mono-alkyl ester, is intended for use in engines that are designed to run conventional diesel fuel, and is registered as a motor vehicle or fuel additive under 40 Code of Federal Regulations part 79.

2.2 COMPLIANCE WITH STANDARDS & SPECIFICATIONS

Renewable Diesel Fuel provided under this Agreement shall comply with:

- Current *ASTM Standard D 975: Standard Specification for Diesel Fuel Oils* for Grade No. 2-D S15
- All applicable California Air Resources Board and Low Carbon Fuel Standards requirements
- All applicable Cummins and Detroit Diesel transit bus engine fuel requirement.

2.3 CERTIFICATIONS, SAMPLING & TESTING

2.3.1 MTD FUEL CONFORMITY TESTING

MTD shall have the right and may perform random sampling of Contractor-delivered fuel for determining conformity with these technical specifications. MTD shall only use qualified third-party laboratories to perform such analysis. Laboratory findings of non-conformity with the specification shall be considered a breach of contract and may be subject to the termination provisions contained in the Agreement

3.0 ORDERING & DELIVERY

3.1 ORDERING FUEL

3.1.1 METHOD & HOURS

Contractor shall provide MTD with a phone number, web site, or other appropriate and reliable means for ordering fuel as needed. At a minimum, such ordering system shall be capable of accepting orders on all non-federal holiday weekdays between 8:00 AM and 5:00 PM Pacific Time. **MTD shall only order fuel in full load capacities (approximately 7,500 gallons).** MTD shall make efforts to ensure that the Underground Storage Tank (UST) to be loaded by Contractor contains adequate available capacity to fully receive the full load although this shall not relieve Contractor of verifying available capacity as described in Section 3.2.2 below.

- Option for Expansion of Service Locations
MTD may order fuel for 5,000 gallons for the above-ground storage tank (AST) at the T2 location.

3.1.2 ESTIMATED VOLUME & FREQUENCY

MTD's estimated annual fuel consumption is 500,000 U.S. gallons. Given MTD's single 20,000 gallon UST and restriction of delivery to non-holiday weekdays, delivery loads will be required approximately every three weekdays. These volume figures are estimates only and subject to change. MTD is under no obligation to purchase a minimum annual volume under the Agreement.

- Option for Expansion of Service Locations
MTD anticipates orders, if any, to be roughly every two months at the T2 location.

3.2 DELIVERY

3.2.1 LOCATION, TIMEFRAME & HOURS

Contractor shall deliver fuel orders to MTD/T1 at 550 Olive Street, Santa Barbara, CA no later than two (2) non-federal holiday weekdays following receipt of such order from MTD. Contractor shall make a concerted effort to restrict delivery times to non-federal holiday weekdays between 8:00 AM and 4:00 PM Pacific Time. Given the MTD facility yard layout and vehicle capacity, deliveries at other times can require MTD vehicle movements and are greatly discouraged. Contractor or its agent shall contact MTD by telephone in advance for deliveries expected outside of this timeframe. Under no circumstances will deliveries be received by MTD between the hours of 12:00 AM and 5:00 AM except in an emergency or as specifically approved in advance by MTD.

- Option for Expansion of Service Locations
Under the same timeframes, hours and conditions, MTD may request fuel to MTD/T2 at 5353 Overpass Rd. Goleta, CA 93111.

3.2.2 DRIVER REQUIREMENTS

Contractor shall require delivery truck driver to physically "stick" the UST and print the Veeder Root tank gauge report before unloading fuel in order to verify available UST capacity. Driver shall also print a tank gauge report after unloading is complete. MTD shall provide the measurement stick and instructions for report printing. Driver shall attach both tank gauge reports to the delivery receipt. Upon completion of fuel unloading, driver shall obtain a receiving signature from MTD’s Materials Manager, Steve Hahn, or the delegated Maintenance Department staff member in his absence. It shall be the responsibility of the driver to actively seek such personnel. Only when such personnel are not available shall other MTD employees sign the receipt. One copy of the **MTD-signed** delivery receipt that contains industry standard fuel receipt information shall be left with the MTD signer. **All delivery receipts require a valid MTD employee signature.**

- o Option for Expansion of Service Locations

Under the same timeframes, hours and conditions, MTD may request fuel to MTD/T2 at 5353 Overpass Rd. Goleta, CA 93111. Prior to filling, driver shall print the Veeder Root tank gauge report (or equivalent AST system) to verify the current fuel level. After unloading, a printed second tank gauge report is required to verify the delivered volume. Note: Manual gauging is only permitted if deemed safe and monitored by MTD.

4.0 PRICING & TAXES

4.1 FUEL PRICE DETERMINATION

Contractor shall bill MTD for each gallon of **Renewable Diesel Fuel delivered to MTD at the fixed price per gallon stipulated in the Agreement which includes all transportation or other contractor charges and costs.** All applicable governmental taxes and fees shall be listed separately on the invoice.

4.2 Taxes, Fees & Exemptions

Due to its status as a California special district public transit operator, MTD is exempt from the California Diesel Fuel Tax (presently \$0.441 per gallon); the Federal Excise Tax on Diesel Fuel (presently \$0.244 per gallon); and the California add-on fuel sales and use tax for diesel fuel (+5.75%). Invoices shall reflect these exemptions. Applicable fees and taxes shall be included as separate line items on each billing invoice. MTD understands that such current billable fees and taxes and the appropriate rates include:

<u>Tax/Fee Description</u>	<u>Present \$/Gallon</u>
Federal LUST Tax	\$0.001
Federal Oil Spill Liability Tax	\$0.002143
CA Inspection Fee	\$0.003237
CA & Local Sales Tax	8.75% (City of Santa Barbara sales tax rate)
CA AB32 Low Carbon Fuel Fee	Fee varies; see method of inclusion below
CA Cap-and-Trade Program Fee	Fee varies; see method of inclusion below

The California Cap-and-Trade Program and AB32 LCFS fees shall be based on the previous day’s CAP-AT-THE-RACK and LCFS COST cents per gallon listed under the No2 column posted by OPIS in its Los Angeles, CA OPIS Gross CARB Ultra Low Sulfur Distillate Prices With CAR Cost report. The fees shall be included as separate lines on each invoice. The fee for Saturday, Sunday and Monday pricing will be based on Friday’s posted price and prices for holidays will be the same as the most recently posted prices. It shall be the Contractor’s responsibility for any subscription or other costs for the OPIS report.

Contractor shall provide MTD with any required exemption forms to prevent inclusion of exempt taxes on Contractor billings. In instances where Contractor is at fault for inclusion of inapplicable fees or taxes on billings, MTD shall have the right to adjust the payment for such billings to remove such charges.

5.0 WARRANTY

5.1 WARRANTY DESCRIPTION

Contractor shall warrant that fuel delivered to MTD under this Agreement is compatible for use with diesel engines, including Cummins and Detroit Diesel engines, and shall not harm MTD diesel engines. Contractor agrees to reimburse MTD for damages to vehicles, engines or any vehicle systems caused by Contractor fuel that does not comply with this Statement of Work and the technical specifications contained herein.

5.2 DEFINITION OF DAMAGES

Damages shall be defined as MTD costs incurred as a result of wrongful actions on the part of the Contractor including but not limited to the delivery of inappropriate fuel into MTD fuel storage tanks. Examples of such damages include costs incurred by MTD for: removal of incorrect fuel from MTD storage tanks systems; repair of vehicular systems due to the use of incorrect fuel; or vehicular accidents, including third-parties claims, due to the use of incorrect fuel.

5.3 REPAIR OF DAMAGES

MTD reserves the right to perform the work or contract with a third party to perform the work with reimbursement by the Contractor for all reasonable expenses associated with the damages defined in 5.2 above. MTD shall be reimbursed by the Contractor for the cost of: labor performed by MTD for repair of damages at the actual wage rate plus forty percent (40%) for overhead; materials and supplies required to correct damages at full MTD cost (including taxes and freight); and third party vendor repairs at the full invoice cost incurred by MTD.

End of Statement of Work Text



Invitation for Bids for Renewable Diesel Supply
Attachment 3: Master Agreement

Contact:

Valerie White, Senior Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, extension 244
vwhite@sbmtd.gov

Santa Barbara Metropolitan Transit District

Renewable Diesel Supply

MASTER AGREEMENT with [CONTRACTOR NAME]

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and [insert contractor name], a [insert state name] [insert business type] ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

- A. MTD desires to engage Contractor for the supply and delivery of renewable diesel fuel (the "Project");
- B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;
- C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. FTA Provisions. The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A" and incorporated herein by this reference.
3. Public Works Provisions. Not applicable to this agreement.
4. Statement of Work. MTD has heretofore issued on **January 9, 2026**, the statement of work contained in the Request for Qualifications (RFQ) and subsequent Invitation for Bids (IFB) for Renewable Diesel Supply, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
5. Bid. Contractor has heretofore submitted qualifications on [insert date] and a bid on [insert date] to carry out the Project, true copies of relevant parts that are attached hereto as Exhibit "C" and incorporated herein by this reference.
6. Order of Control. Contractor shall carry out the Project described in Exhibit "B" to this Agreement for the price quoted in Exhibit "C". All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B", Exhibit "C". [to order & add or delete exhibits as needed]
7. Contract Price. Contractor shall carry out the Project for a fixed price of [insert price] which is in accordance with Exhibit "C". [if pricing is more complicated, may be necessary to modify language and/or refer to bid or proposal pricing documents or exhibits]
8. Payment. Contractor shall submit invoice to MTD upon completion of the Project. Payment from MTD shall be made to Contractor no later than thirty (30) days after acceptance by MTD (see paragraph 15) and receipt of a valid invoice, which shall be sent to: AP@sbmtd.gov or Santa Barbara MTD, Attn: Accounts Payable, 550 Olive Street, Santa Barbara, CA 93101
9. Taxes & Fees. MTD is exempt from the State of California Diesel Fuel Tax and the Federal Excise on Diesel Fuel. Unless specified otherwise in the Agreement, MTD is subject to all other applicable federal, state, and local taxes and fees including California Sales Tax for the City of Santa Barbara and City of Goleta. Such applicable taxes and fees shall be included in the Contractor's invoices. Contractor shall provide MTD with any required exemption forms to prevent inclusion of exempt taxes on Contractor billings.

10. Project Schedule. Contractor shall deliver renewable diesel to MTD on an as-needed basis beginning July 1, 2026 through [date tbd].

11. Delivery & Freight. Unless specified otherwise in the statement of work, any item provided under this Agreement shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101 [or when instructed to do so in writing: FOB Goleta, CA to 5353 Overpass Road, Goleta, CA 93111]. Any Project freight and delivery charges shall have been already included in the Contractor's bid and shall not be paid otherwise by MTD.

12. Title & Risk of Loss. The Contractor shall have title to and bear the risk of any loss of or damage to any item provided hereunder until delivered and, if applicable pursuant to this Agreement or standard industry practice, installed or otherwise set up for usage. Upon such delivery and applicable installation and setup, title shall pass from the Contractor to MTD, and the Contractor's responsibility for loss or damage shall cease, except for loss or damage resulting from the Contractor's negligence. Such passing of title shall not constitute acceptance of an item by MTD. The Contractor shall further warrant that the title to any item provided hereunder is free from all claims, encumbrances and liens.

13. Damages. All losses or damages arising from any unforeseen circumstances, either natural or artificial, which may be encountered by the Contractor during the performance of the Project under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.

14. Defective, Damaged or Noncompliant Work. Any items, services, work or systems acquired pursuant to this Agreement found to be defective, damaged or non-compliant with the statement of work at the time of delivery or installation shall be replaced by the Contractor without additional cost to MTD. If the Contractor should fail to promptly comply with any order to replace or repair any defective items, services, work or systems, MTD shall have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor. Nothing in this section shall limit or restrict any warranty provisions of this Agreement or any exhibits hereto.

15. Acceptance. Terms of Acceptance are contained in the statement of work.

16. Warranty. Pursuant to the warranty provisions contained in the statement of work, the Contractor shall warrant to MTD that, for the specified period after MTD's full acceptance of items, services, work or systems, each shall conform with the requirements hereof and be free of defects. The rights of MTD hereunder are in addition to, and not limited by, the Contractor's standard warranties. Acceptance of items, services, work or systems by MTD, or payment therefor, shall not relieve the Contractor of its obligations thereunder.

17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. Insurance.

Applicability to Subcontractors. Unless stated otherwise in writing by MTD, Contractor shall ensure that all coverage types and amounts required of Contractor are also maintained by each Delivery Truck Service and Subcontractor, in the amounts greater than, but not less than those shown below.

a. Insurance Representations to MTD.

i. It is expressly understood and agreed that the insurance coverages required herein:

A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and

B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting

to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.

ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.

x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.

xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.

- iii. Amount of Insurance. Coverage shall be provided with limits greater than, but not less than:
 - A. Each Occurrence Limit \$1,000,000
 - B. General Aggregate Limit \$2,000,000
 - C. Product-Completed Operations Aggregate Limit \$2,000,000
 - D. Personal and Advertising Injury Limits \$1,000,000
 - E. Fire Damage (any one fire) \$50,000
 - F. Medical Expense (any one person) \$5,000 (if coverage is not supplied, Contractor and on behalf of its Subcontractor confirm they are responsible for these minimum payments and take financial responsibility. MTD reserves the right to require a deposit for up to \$5,000 and may take offset from future payments should a claim be made onto MTD for Medical Expenses as a result of Contractor or its Subcontractor operations.)
- iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
 - D. Primary Liability, as required in 18(b)(ix), above.
 - E. Waiver of Subrogation, as required in 18(b)(viii), above.
 - F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last fuel delivery pursuant to this Agreement.
- d. Auto Liability Insurance.
 - i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
 - ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
 - iii. Amount of Insurance. Coverage shall be provided with a limit of greater than, but not less than \$1,000,000, combined single limit.
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Waiver of Subrogation, as required in 18(b)(viii), above.
- e. Workers' Compensation/Employer's Liability Insurance.
 - i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:
 - A. Workers' Compensation: Statutory limits
 - B. Employer's Liability: \$1,000,000 each accident and disease.
 - iii. Required Endorsements.
 - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - B. Waiver of Subrogation, as required in 18(b)(viii), above.
- f. Excess Liability Insurance.
 - i. Coverage. Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision.

- ii. Form. This policy shall have the same inception and expiration dates and the commercial general liability insurance required above.
 - iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$4,000,000.
- g. Pollution/Environmental Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of any sudden accidental pollution and related cleanup costs incurred by the Contractor or its Subcontractor, arising out of work or services, including transportation, to be performed under this Agreement. Such coverage may be satisfied with endorsements to Commercial General Liability, Auto Liability, and/or Excess Liability/Umbrella insurance meeting these requirements.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$5,000,000, combined single limit.
 - h. Other Insurance. MTD shall have the right, exercisable in its sole judgment at any time by giving prior written notice thereof to Contractor, to require Contractor to increase the limit and coverage amount of any insurance Contractor is required to maintain pursuant to this Agreement to an amount that MTD may, in its sole judgment, deem reasonably sufficient; and purchase other insurance and/or endorsement in such amounts or types as MTD may reasonably require from time to time.
19. Bonding. Not applicable to this agreement.
20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".
21. Liquidated Damages. Not applicable to this agreement.
22. Infringement of Patents. Not applicable to this agreement.
23. Rights in Data. Not applicable to this agreement.
24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the acts, errors or omissions of the Contractor, including acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.
25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:
 Jerry Estrada, General Manager
 Santa Barbara Metropolitan Transit District
 550 Olive Street
 Santa Barbara, CA 93101
 Email: jestrada@sbmtd.gov

CONTRACTOR:
 [insert authorized official name & title]
 [insert contractor name]
 [insert contractor street address]
 [contractor city, state & zip]
 [contractor email]

26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or an criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. Partial Invalidity. In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA’s National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. **THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES.** Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If

any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Anti-Discrimination. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions* which is attached hereto as Exhibit "A".

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

38. Qualifications. Contractor or Contractor's representative (Contractor) certifies that Contractor is qualified to do business and is in good standing in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

[AWARDED CONTRACTOR NAME]

Jerry Estrada, General Manager

[insert authorized official name & title]

Date

Date



Invitation for Bids for Renewable Diesel Supply

Attachment 4:

Federal Transit Administration (FTA) Contract Provisions

Contact:

Valerie White, Senior Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, extension 244
vwhite@sbmtd.gov

FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

*Renewable Diesel Supply & **CONTRACTOR NAME***

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- 1. FLY AMERICA REQUIREMENTS [NOT APPLICABLE TO THIS AGREEMENT]**
- 2. BUY AMERICA REQUIREMENTS [NOT APPLICABLE TO THIS AGREEMENT]**
- 3. CHARTER BUS & SCHOOL BUS REQUIREMENTS [NOT APPLICABLE TO THIS AGREEMENT]**

4. CARGO PREFERENCE REQUIREMENTS

(a) The Contractor agrees to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(b) The Contractor agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.).

The Contractor agrees to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel at any tier for the performance of work under this contract.

5. SEISMIC SAFETY REQUIREMENTS [NOT APPLICABLE TO THIS AGREEMENT]

6. ENERGY CONSERVATION REQUIREMENTS

The Contractor agrees to comply with mandatory energy standards and policies of the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 CFR Part 622, subpart C. The Contractor agrees to include the requirements of this section in all subcontracts at any tier for the performance of work under this contract.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1388. Violations must be reported to the FTA and the Regional Office of the Environmental Protection Agency (EPA). The Contractor also agrees to include these requirements in each subcontract at any tier exceeding \$150,000 for the performance of work under this contract.

8. BUS TESTING [NOT APPLICABLE TO THIS AGREEMENT]

9. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS [NOT APPLICABLE TO THIS AGREEMENT]

10. LOBBYING

Pursuant to Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.

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

(a) 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.

(b) 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, 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 (b) 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.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. [Such disclosures are forwarded from tier to tier up to MTD.]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

11. ACCESS TO RECORDS & REPORTS

(a) Access to Records: The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.

(b) Access to Site: The Contractor agrees to permit the FTA to have access to the sites of performance of the contract and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

(d) Retention: The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three 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 Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Closeout of the contract does not alter the record retention or access requirements of this section.

(e) **Subcontracts:** The Contractor assures that each subcontractor, if any, at each tier, will agree to provide sufficient access to inspect and audit records and information, including such records and information MTD or Contractor may regard as confidential or proprietary related to this contract and any Amendments thereto, to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Contractor and MTD).

12. FEDERAL CHANGES

The Contractor 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 MTD and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Applicable changes to those federal requirements will apply to each subcontract at any tier for the performance of work under this contract.

13. BONDING REQUIREMENTS [NOT APPLICABLE TO THIS AGREEMENT]

14. [RESERVED]

15. RECYCLED PRODUCTS [NOT APPLICABLE TO THIS AGREEMENT]

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS [NOT APPLICABLE TO THIS AGREEMENT]

17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT [NOT APPLICABLE TO THIS AGREEMENT]

18. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES [NOT APPLICABLE TO THIS AGREEMENT]

19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) MTD 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 MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) 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.

20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) 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 CFR 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.

(b) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(c) 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.

21. TERMINATION

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

(b) Termination for Default: If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MTD may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by MTD that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events not the fault of or are beyond the control of Contractor, MTD, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

(c) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) 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 MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD 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 MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

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 covered transaction it enters into. 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 MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, 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 49 CFR 29, Subpart C 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.

23. PRIVACY ACT [NOT APPLICABLE TO THIS AGREEMENT]

24. CIVIL RIGHTS REQUIREMENTS

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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 (including sexual orientation), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Religion, Sex, Sexual Orientation, or National Origin: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed based upon merit, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, 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.

(2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 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.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES & DISPUTE RESOLUTION

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts.

26. PATENT & RIGHTS IN DATA [NOT APPLICABLE TO THIS AGREEMENT]**27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS [NOT APPLICABLE TO THIS AGREEMENT]****28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is posted at <https://sbmtd.gov/about/doing-business/>. **A separate contract goal has not been established for this procurement.**

(b) The Contractor 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 this DOT-assisted contract. 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 MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

29. NOTIFICATION OF LEGAL MATTERS TO THE FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Region 9 Chief Counsel.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award funding this Agreement and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Region 9 Chief Counsel if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

(d) The Contractor agrees to include this clause in each subcontract and any lower tier subcontracts financed in whole or in part with Federal assistance provided by the FTA under this Agreement.

30. 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 the most recent version of FTA Circular 4220.1, 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 Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING [NOT APPLICABLE TO THIS AGREEMENT]

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) [NOT APPLICABLE TO THIS AGREEMENT]

33. BUILD AMERICA, BUY AMERICA ACT [NOT APPLICABLE TO THIS AGREEMENT]

34. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. MTD is prohibited from using federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

35. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use: The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

Distracted Driving, Including Text Messaging While Driving: The Contractor agrees to implement (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision

pertaining to Distracted Driving:

(i) Safety. The Contractor 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 Contractor 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 Contractor 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

(iii) Extension of Provision. The Contractor agrees to include a Distracted Driving, Including Text Messaging While Driving in its third-party agreements, and encourage its third-party participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.