



Short Line Safety Institute Request for Quotation – Flatcars

This request for quotation (RFQ) for the supply of one (1) flatcar is issued by the Short Line Safety Institute (SLSI).

Section I: Company Information and Project Details

Company Information		
Company name: Short Line Safety Institute (SLSI)		RFQ title and ID number: SLSI Flatcar RFQ, SLSI-RFQ-2025-003
RFQ date issued: April 30, 2025		Response deadline: May 30, 2025
Company description	SLSI is a nonprofit organization providing safety culture assessments and safety and hazardous materials education, training and resources to the short line and regional railroad industry.	
Contact Information		
Project lead name	Phone	Email
Thomas L. Murta	202-585-3446	tom.murta@shortlinesafety.org
Project Information		
Project description	To bolster hazardous materials emergency response training for first responders and short line and regional railroad employees through hands-on experience, SLSI will acquire, modify, and renovate rail cars to create the SLSI Safety Train.	
Project goals	SLSI's Safety Train will consist of a classroom railcar, tank car(s) and a flatcar with tank car valve and fitting configurations. The SLSI Safety Train will allow railroad employees and first responders to see the size and scale of and interact directly with the railroad equipment and the valves, fittings, and other railcar components they would encounter on the job or in an emergency situation.	

Section II: Specifications

Product information	
Product (or service) details	One (1) Flatcar
Technical requirements	Flatcar <ol style="list-style-type: none">1. Can be new or used2. Must have a flat steel deck3. Deck length must be greater than 80 feet4. Date of manufacture must be 2005 or newer
Quantity	One (1) Flatcar
Delivery	SLSI will arrange delivery of the flatcar from the seller's property/plant with a railroad carrier that can access the location. Seller will work with SLSI and its representatives to make arrangements enabling procurement of the flatcar.

Section III: Selection Criteria, Terms and Conditions

Selection Information	
RFQ type	Invitation only
Legal requirements	<ol style="list-style-type: none">1. Seller's quote will certify the flatcar to be provided shall be in compliance with all applicable Buy America requirements, including but not necessarily limited to the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), 2 C.F.R. § 200.322 and 2 C.F.R. Part 184, as implemented by OMB, USDOT, and FRA. Moreover, shall certify that it has never been convicted of violating the Buy American Act, 41 U.S.C. §§ 8301-8305.2. Any agreement issued pursuant to a submitted quote shall include Appendix II of 2 C.F.R. Part 200 and certain award-specific terms and conditions, which shall be appended to the ultimate purchase agreement and which are provided here for the notice and convenience of seller at Addendums A-C.
Terms and conditions	
Selection timeline	SLSI will review all quotes submitted by the deadline noted in this RFQ and select a qualified seller by June 18, 2025. SLSI reserves the right to refrain from entering into an agreement with any seller.

Section IV: Communication and Submission Information

Submission Information	
Project lead	<p>With the distribution of this RFQ, all seller communications should be directed to the project lead identified below. Oral communication will be considered unofficial and non-binding on SLSI.</p> <p style="text-align: center;">Thomas L. Murta Short Line Safety Institute 50 F Street, N.W. Suite 500 Washington, D.C. 20001 202-585-3446 tom.murta@shortlinesafety.org</p>
Information to include	<p>Submissions should:</p> <ol style="list-style-type: none"> 1. Provide contact information for the primary individual(s) to be contacted regarding information in this RFQ 2. Describe the available flatcar including whether and/or to what extent the flatcar complies with the technical requirements in this RFQ 3. Provide a cost breakdown of the flatcar price, along with any other incidental costs, fees, taxes, etc. as applicable 4. Address the seller's ability to comply with delivery requirements, legal requirements and terms and conditions outlined in this RFQ 5. Propose a timeline for flatcar purchase and delivery 6. Include specific contractual terms and conditions the seller wishes to propose to SLSI for consideration 7. Attach any additional supporting documentation considered relevant by the seller 8. Include the two certifications required under item 1 of Legal Requirements
Seller questions	<p>The seller may contact the project lead identified above with any questions concerning the RFQ. Questions must be received prior to the RFQ submission deadline. If submitting written questions, communication via email is preferred to ensure receipt and timely response.</p>
Submission instructions	<p>After reviewing this RFQ, submit proposals electronically via email in Adobe PDF format or as a Microsoft Word 97 or newer version file to the project lead designated in the "Project lead" portion of this section. The email subject should be "SLSI Flatcar Quote."</p>
Submission responses	<p>All information and accompanying documentation submitted in response to this RFQ become the property of SLSI and will not be returned.</p>

[NOTE TO SELLER: THESE TERMS ARE BEING PROVIDED FOR SELLER'S NOTICE AND CONVENIENCE AND SHALL BE INCLUDED IN ANY AWARDED PURCHASE AGREEMENT, WITHOUT MODIFICATION]

ADDENDUM A

GENERAL TERMS AND CONDITIONS FOR CONTRACTS UNDER FEDERAL FUNDED OR ASSISTED PROJECTS

The Seller understands that this Agreement with Short Line Safety Institute ("SLSI") and the thereunder Project is funded in whole or in part with federal financial assistance. The Seller understands and acknowledges that such federal financial assistance requires the inclusion of certain terms and conditions and the compliance with certain laws and regulations.

As such, the following terms and conditions apply as if set forth in full to work partially or fully funded with federal grants or funds, as applicable.

1) Notes:

1. "Contract" means the Agreement in which this Addendum is attached to.
2. "Seller" is as defined in the Agreement.
3. "Federal" government, authority, agency, or body of any sort, refers to the United States government.
4. "Subcontract" means any contract placed by Seller with any third party in performance of this Contract.
5. "Subcontractor" means any third party the Seller enters into a Subcontract with.

2) Instructions:

1. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Seller to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through SLSI. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to SLSI.
2. In addition to complying with the terms set forth herein, Seller shall flow down the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

3) Applicable to All Federally (or Potentially Federally) Funded Contracts and Subcontracts:

1. Applicable to All Contracts and Subcontracts:

- a. *Equal Employment Opportunity* – Except as otherwise provided under 41 C.F.R. Part 60, this Contract and all Subcontracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. *Rights to Inventions Made Under a Contract or Agreement* – If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the Contract hereunder is with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," SLSI and the Seller shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. *Debarment and Suspension* (Executive Orders 12549 and 12689) – A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Seller, by executing this Agreement, certifies that it is not presently suspended, debarred, proposed for debarment or otherwise excluded by the federal government, and that should the Seller become suspended, debarred, proposed for debarment or otherwise excluded by the federal government, the Seller shall immediately notify SLSI.
- d. *Procurement of Recovered Materials* – SLSI, Seller and Subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of

the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- e. *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment* – SLSI and Seller or Subcontractor pursuant to a Federal award are prohibited from obligating or expending 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). This prohibition extends to: (1) 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), (2) telecommunications or video surveillance services provided by such entities or using such equipment, and (3) 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. For more information on this prohibition see Public Law 115-232 and 2 C.F.R. §§ 200.216, 200.471.
- f. *Domestic Preferences for Procurements* – As appropriate and to the extent consistent with law, SLSI will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this provision, (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals

such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- g. *Compliance with Law* – Seller warrants and agrees that all goods and/or services delivered under this Contract shall be produced, sold and delivered to SLSI in compliance with and conforming to all applicable federal, state, and local laws, government and executive orders, rules and regulations, and that the prices of such goods are not in excess of any applicable price established by law or governmental regulation. Seller shall furnish to SLSI upon request certificates or other evidence showing compliance with this Article. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract. Seller acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's actions pertaining to this Contract.
- h. *Document Retention and Access to Records:*

1. The Seller shall retain all required records for a minimum of three (3) years after receiving final payments and all other pending matters are closed. Records to be retained include but are not limited to financial records, supporting documentation, indirect cost rate computations or proposals, cost allocation plans, any similar accounting computations, and statistical records. This right also includes timely and reasonable access to the Seller's personnel for the purpose of interview and discussion related to such documents. The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period. Any records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition. At any time during the retention period, SLSI may request the transfer of records to its custody from the Seller if it determines that the records possess long-term retention value. At the conclusion of the retention period, under no circumstances will Seller dispose of or destroy any required records before obtaining the written approval of SLSI. Seller must provide SLSI sixty (60) days written notice of its request to destroy any required records. SLSI reserves the right to have copies of all such documents produced for SLSI and at SLSI's expense, prior to Contractor's disposal or destruction of such documents.

2. SLSI, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Seller which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions. SLSI's and the Federal grantor agency's rights of access are not limited to the required retention period, but as long as the records are retained.
3. The failure on the part of Seller to adequately conform to these record keeping requirements herein, shall serve as a basis to allow SLSI to recover any monies not ultimately recovered from and/or reimbursed by the federal government as a result of a lack of relevant supporting documentation.

2. Applicable Based on Dollar Value (applicability in bold and italicized text):

- a. *Davis-Bacon Act, as amended* (40 U.S.C. §§ 3141–3148) – **All prime construction contracts in excess of \$2,000** awarded by SLSI will comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Seller and Subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Seller and subcontractors must pay wages not less than once a week. SLSI shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Subcontract must be conditioned upon the acceptance of the wage determination. SLSI shall report all suspected or reported violations to the Federal awarding agency. This Contract is subject to and all Subcontracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Seller is be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SLSI shall report all suspected or reported violations to the Federal awarding agency.
- b. *Contract Work Hours and Safety Standards Act* (40 U.S.C. §§3701–3708) – Where applicable, the Contract and Subcontracts **in excess of \$100,000 that involve the employment of mechanics or laborers** shall include a provision

for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, the Seller and Subcontractors must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- c. *Byrd Anti-Lobbying Amendment* (31 U.S.C. § 1352) – ***The Seller and Subcontractors who apply or bid for an award exceeding \$100,000*** must, upon acceptance of the contract certify their compliance with the Byrd Anti-Lobbying Amendment. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SLSI.

- d. *Clean Air Act* (42 U.S.C. §§ 7401–7671) and the *Federal Water Pollution Control Act* (33 U.S.C. §§ 1251–1387) – ***The Contract and Subcontracts in excess of \$150,000*** require compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

[NOTE TO SELLER: THESE TERMS ARE BEING PROVIDED FOR SELLER'S NOTICE AND CONVENIENCE AND SHALL BE INCLUDED IN ANY AWARDED PURCHASE AGREEMENT, WITHOUT MODIFICATION]

ADDENDUM B

ADDITIONAL TERMS AND CONDITIONS FOR DOT'S CAA AWARD

The Seller understands that this Agreement with Short Line Safety Institute. ("SLSI") and the thereunder Project is funded in whole or in part with federal financial assistance under the Consolidated Appropriations Act ("CAA"), thereunder administered by the U.S. Department of Transportation ("DOT") Federal Railroad Administration ("FRA"). The Seller understands and acknowledges that such federal financial assistance requires the inclusion of certain terms and conditions and the compliance with certain laws and regulations.

As such, the following terms and conditions apply as if set forth therein to work partially or fully funded with CAA funds, as applicable.

1) Notes:

1. "Contract" means the Agreement in which this Addendum is attached to.
2. "Seller" is as defined in the Agreement.
3. "Federal" government, authority, agency, or body of any sort, refers to the United States government.
4. "Subcontract" means any contract placed by Seller with any third party in performance of this Contract.
5. "Subcontractor" means any third party the Seller enters into a Subcontract with. The Seller is not permitted to engage any Subcontractor without prior written approval by SLSI.

2) Instructions:

1. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Seller to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through SLSI. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to SLSI.

2. In addition to complying with the terms set forth herein, Seller shall flow down the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

3) Clauses For All DOT Contracts and Subcontracts Using CAA Funds (applicability in bold and italicized text).

1. *Compliance with Record Requests* – Seller agrees to comply (and require any subcontractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA’s and SLSI’s access to records, accounts, documents, information, facilities, and staff. Seller also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by SLSI. Seller must keep records, reports, and submit the material for review upon request to SLSI, or its designee in a timely, complete, and accurate way. Additionally, Seller must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
2. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction:*
 - a. The Seller is providing the certification set out below.
 - b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Seller knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 - c. The Seller shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The Seller agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The Seller further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- j. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The Seller certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
 2. Where the Seller is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. *Requirements Regarding Delinquent Tax Liability or a Felony Conviction under Federal Law:*
- a. As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:
 1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.
 - b. The Seller therefore agrees:
 1. Definitions. For the purposes of this exhibit, the following definitions apply:
 - i. “Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee. “Felony Conviction” means a conviction within the

preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

ii. "Felony Conviction" means a violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

iii. "Tax Delinquency" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. Mandatory Certification. The Seller certifies that (1) it has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction and (2) that it does not have an outstanding Tax Delinquency, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

3. Mandatory Notice. The Seller shall immediately notify SLSI in writing if it is assessed any unpaid Federal tax liabilities or if the Seller is convicted of a felony criminal violation.

c. For any subcontracts, the Seller shall:

1. check the System for Award Management (the "SAM") at <http://www.sam.gov/> for an entry describing that entity.

2. Require the Subcontractor to submit the certifications in Section (b)(2).

3. Not subcontract with an entity and shall notify SLSI in writing if:

i. The Seller becomes aware that a SAM entry for the subcontractor entity indicates that the subcontractor has a Tax Delinquency or a Federal Conviction;

ii. The subcontractor entity provides an affirmative response to either certification in section (b)(2);

- iii. The subcontractor's certification under section (b)(2) was inaccurate when made or became inaccurate after being made; or
- iv. The Seller does not require the mandatory notice provisions in Section (b)(3).

4. *Policy to Ban Text Messaging While Driving:*

- a. Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.
 - 1. For the purpose of this Term, "Motor Vehicles" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.
 - 2. For the purpose of this Term, "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
 - 3. For the purpose of this Term, "Text messaging" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

4. For the purpose of this Term, the “Government” includes the United States Government and State, local, and tribal governments at all levels.
- b. Workplace Safety. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Seller and subcontractors are encouraged to:
 1. adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving
 - i. Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - ii. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - c. To the extent permitted by law, the Seller shall insert the substance of this exhibit, including this paragraph (c), in all subcontracts under this award that exceed the micro-purchase threshold, other than subcontracts for the acquisition of commercially available off-the-shelf items.

[NOTE TO SELLER: THESE TERMS ARE BEING PROVIDED FOR SELLER'S NOTICE AND CONVENIENCE AND SHALL BE INCLUDED IN ANY AWARDED PURCHASE AGREEMENT, WITHOUT MODIFICATION]

ADDENDUM C

ADDITIONAL TERMS AND CONDITIONS FOR EXHIBITS AND APPENDICES UNDER DOT'S CAA AWARD

The Seller understands that this Agreement with Short Line Safety Institute. ("SLSI") and the thereunder Project is funded in whole or in part with federal financial assistance under the Consolidated Appropriations Act ("CAA"), thereunder administered by the U.S. Department of Transportation ("DOT") Federal Railroad Administration ("FRA"). The Seller understands and acknowledges that such federal financial assistance requires the inclusion of certain terms and conditions and the compliance with certain laws and regulations.

As such, the following terms and conditions apply as if set forth therein to work partially or fully funded with CAA funds, as applicable.

1) Notes:

1. "Contract" means the Agreement in which this Addendum is attached to.
2. "Seller" is as defined in the Agreement.
3. "Contractor" or "Recipient" refers to the Seller.
4. "Federal" government, authority, agency, or body of any sort, refers to the United States government.
5. "Subcontract" means any contract placed by Seller with any third party in performance of this Contract.
6. "Subcontractor" means any third party the Seller enters into a Subcontract with. The Seller is not permitted to engage any Subcontractor without prior written approval by SLSI.

2) Instructions:

1. With the exceptions of communication or notice regarding a violation of law or to comply with a general legal requirement, all other communication or notification required under the below referenced provisions from/to the Seller to/from the Contracting Officer, Grants Officer (or any other government representative) shall be through SLSI. All communication or notices regarding a violation of law shall be made directly to the cognizant federal authority, with a copy of such communication or notice to SLSI.

2. In addition to complying with the terms set forth herein, Seller shall flow down the below provisions to all Subcontractors as required by law and regulation and require all of its Subcontractors to similarly flow down such requirements.

3) Additional Appendixes and Exhibits for DOT Funded Contracts and Subcontracts Using CAA Funds (applicability in bold and italicized text).

1. *Exhibit B. 5: Equivalent Labor Protections Under 49 U.S.C. 22905(c)(2)(B)* – This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this section:

- a. Definitions: Whenever used in this section, capitalized terms shall have the meanings below.

1. “Average Monthly Compensation” means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.
2. “Average Monthly Time” means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).
3. “Day” means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.
4. “Displaced Employee” means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee’s status as a Displaced Employee begins on the date said employee is harmed.
5. “Dismissed Employee” means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee’s position, or (ii) the Railroad eliminates another employee’s position (and that employee’s exercise of seniority rights results in the Protected

Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

6. "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).
7. "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee's status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.
8. "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

b. Flow Down:

1. In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).
2. The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

3. Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

c. Collective Bargaining Agreements:

1. Existing Agreements. The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this Exhibit shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.
2. Election by Protected Employee. Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

d. Change in Operations, Services, Facilities, or Equipment:

1. Notice. When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized

representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

2. Negotiations.

- i. Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section (d)(1) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.
- ii. Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

3. Arbitration. If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

- i. Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.
- ii. Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30)

days from the date of the commencement of the hearing of the dispute.

iii. Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

4. Implementation. If a notice is issued under Section (d)(1) the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section (d)(1), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section (d)(2) if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section (d)(3).

e. Protections for Displaced Employees:

1. Displacement Allowances.

i. In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

ii. Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in

excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this Exhibit as occupying the position such employee elects to decline.

iii. Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

2. Moving Expenses. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

i. Prior Agreement. The exact extent of the responsibility of a Railroad under this Exhibit and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

ii. Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Exhibit.

iii. Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section (e)(2) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

- iv. Reimbursement. A claim for reimbursement shall be paid under the provisions of this Exhibit within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.
3. Losses from Home Sale or Contract Termination. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:
 - i. Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section (e)(3)(vi), unless a controversy arises as to which Section (e)(3)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.
 - ii. Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section (e)(3)(vii) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.
 - iii. Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall

indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

- iv. Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.
- v. Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Exhibit.
- vi. Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section (e)(3) within one (1) year of the date the Displaced Employee's claim accrues.
- vii. Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.
 - A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

- B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.
 - 4. Failure to Exercise Seniority Rights. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections (e)(2)&(3).
- f. Protections for Dismissed Employees:
- 1. Dismissal Allowance. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.
 - i. Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.
 - ii. Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.
 - iii. Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or

their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

- iv. Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.
2. Separation Allowance. A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.
 3. Priority of Employment or Re-Employment. Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of employment or re-employment must not be in contravention of any relevant collective bargaining agreements.
 - i. Training or Re-Training. In the event such training or retraining is requested by a Protected Employee pursuant to Section (f)(3), the Railroad shall provide such training or retraining at no cost to the Protected Employee.
 - ii. Waiver of Protections. If a Protected Employee who has made a request under Section (f)(3) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such

training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

- iii. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

g. Arbitration of Disputes:

1. Scope. Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).
2. Notice. The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.
3. Selection of Members. Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10)

days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

4. Multiple Representatives. In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor organization representatives; provided, however, that the decision in such case shall be made by the neutral member.
 5. Decisions Binding. The decision, by majority vote except as provided otherwise in paragraph (4) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.
 6. Expenses. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.
- h. Classification of a Protected Employee: In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section (g). For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.
- i. Resolution of Disputes for Non-Bargaining Unit Protected Employees: Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within

thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

- j. Severability: In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

2. *Appendix A. Nondiscrimination* – During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

- a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by SLSI or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the

exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to SLSI or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, SLSI will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
 - 1. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - 2. cancelling, terminating, or suspending a Contract, in whole or in part.
 - f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as SLSI or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the
3. *Appendix E. Nondiscrimination* – During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
 - b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
 - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- i. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).