

ATTACHMENT D
AGREEMENT 26-07, CLEAN ENERGY

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

	Date: _____ Transaction Confirmation #: KCAPTA001-TC05
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This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding upon execution by the parties.

SELLER:

Clean Energy Renewable Fuels, LLC

Attn: Jen Komonchak

Phone: 949-437-1251

Base Contract No. KCAPTA001

BUYER:

Kings County Area Public Transit Agency

Attn: Angie Dow

Phone: 559-852-2691

Contract Price:

Contract Price (\$/MMBtu)

The "Contract Price" (per MMBtu) means the First of the Month Index Price for Monthly Deliveries at the Delivery Point as published by the McGraw-Hill Companies, or any successor-in-interest thereto, in the Platt publication, *Inside FERC Gas Market Report*, first of month publication, under the table "Market Center Spot Prices", for the delivery Month under the column "Index", under the table "South Louisiana", in the row labeled "Henry Hub".

Delivery Period: The Delivery Period shall begin on the Start Date and shall end on the five (5) year anniversary of the Start Date (the "Delivery Period"). Thereafter, the Delivery Period shall automatically renew for consecutive one (1) year renewal terms unless either party provides the other party with written notice of termination at least six (6) months prior to the applicable renewal date.

The "Start Date" shall be July 1, 2026. This Transaction Confirmation shall not be effective until July 1, 2026.

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity):

_____ MMBtus/day

EFP

Firm (Variable Quantity):

0 MMBtus/day Minimum

125 MMBtus/day Maximum ("Max Daily Quantity")

Interruptible:

Up to _____
MMBtus/day.

Performance Obligation: During each month of the Delivery Period of this Transaction Confirmation, Seller will deliver to Buyer, and Buyer will purchase, Biogas in identical corresponding volumes to Seller's purchases of Conventional Gas (as defined below) from Buyer under Transaction Confirmation # KCAPTA001-TC06 (between the parties and dated _____) during such month.

The Variable Quantity shall be made up of Biogas. Buyer acknowledges that the delivered quantities of Biogas will fluctuate and agrees to receive all Biogas, up to the Max Daily Quantity. Seller shall be the exclusive provider of Biogas to Buyer at the Delivery Point during the Delivery Period.

Subject to the terms of this Transaction Confirmation and the Max Daily Quantity described above, during each consecutive six (6) month period beginning on the first day of the Delivery Period and ending on the last day of the Delivery Period, and as long as such six (6) month period does not contain a Missed Month (as defined below), Seller shall use reasonable efforts to provide an amount of Biogas to the Delivery Point which is equal to one-hundred percent (100%) of Buyer's Gas Quantity (as defined below) for the applicable rolling six (6) month period (the "**Minimum Commitment**"). "**Buyer's Gas Quantity**" means the total amount of natural gas provided to the Station (as defined below) based on the invoices (which are related to the Delivery Point and the applicable rolling six (6) month period) Buyer receives from the natural gas utility (and provides to Seller pursuant to Section 2(a) below) but limited to such portion of the gas which is deemed to have been actually consumed as a Vehicle Fuel (as determined in accordance with Seller's LCFS and RFS compliance protocol).

Beginning on the one (1) year anniversary of the first day of the Delivery Period, Buyer may, at its sole and exclusive remedy for failure by Seller to comply with the Minimum Commitment described above, terminate this Transaction Confirmation upon written notice, with the termination date determined as described in the following sentence, in the event that over any consecutive six (6) month period, as long as such six (6) month period does not contain a Missed Month, the total volume of Biogas sold by Seller to Buyer hereunder is less than the lesser of: (a) one-hundred percent (100%) of Buyer's Gas Quantity during such six (6) month period; and (b) the Max Daily Quantity, referenced above, multiplied by the number of days in the applicable six (6) month period. The termination date will be the first day after the end of the LCFS reporting calendar quarter in which the written termination notice was received by Seller. Seller will provide a written notice to Buyer which indicates the termination date.

Delivery Point(s): The Delivery Point shall be Buyer's Southern California Gas Company ("**SoCalGas**") meter interconnect at Buyer's California compressed natural gas ("**CNG**") station listed in Exhibit A ("**Station**"), which is attached hereto and incorporated herein by reference.

Definitions:

"**Advanced Biofuel**" has the same meaning as under the EPA RFS.

"**Alternative Fuel**" means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including but not limited to, those fuels specified in the California Low Carbon Fuel Standard (Cal. Code Regs. tit. 17, § 95480.1(a)(12) (2010)).

"**Biogas**" or "**RNG**" means bundled pipeline quality Gas and Green Attributes that represent Gas derived from the decomposition of organic matter that meets the definition of "**RNG**" and the EPA RFS eligibility requirements as either an Advanced Biofuel or Cellulosic Biofuel under the EPA RFS.

"**CARB**" means the California Air Resources Board or its successor agency and policies established under the California Low Carbon Fuel Standard Regulation, (Cal. Code Regs. tit. 17, §§ 95480 – 90 (2010).), (collectively, the "**LCFS**") applying to any transportation fuel that is sold, supplied, or offered for sale in California.

"**Cellulosic Biofuel**" has the same meaning as under the EPA RFS.

“**CI**” or “**Carbon Intensity**” means the quantity of life cycle greenhouse gas emissions, per unit of fuel energy, expressed in grams of carbon dioxide equivalent per megajoule (gCO₂e/ML) as defined in the LCFS (as amended or replaced with a subsequent program).

“**Conventional Gas**” means Gas other than Biogas.

“**Disqualified Biogas**” means Gas that was initially determined by the parties upon delivery to be Biogas but subsequently becomes disqualified as Biogas by not satisfying the requirements of the EPA Renewable Fuels Standard or the CARB LCFS.

“**EPA**” means the United States Environmental Protection Agency and its successor agencies.

“**EPA Renewable Fuels Standard**” or “**EPA RFS**” means the renewable fuel program established under the Energy Policy Act of 2005 and the Energy Independence and Security Act of 2007 and implementing regulations, including without limitation 40 C.F.R. Part 80, Subparts A, E and M.

“**First Fuel Reporting Entity**” means the first entity responsible for reporting in the LRT-CBTS (LCFS reporting tool-credit and banking transfer system) for a given amount of fuel. This is the entity that initially holds the status as the fuel reporting entity and the credit or deficit generator but may transfer either status pursuant to sections 95483 or 95483.1 of Title 17 of the California Code of Regulations for the Low Carbon Fuel Standard.

“**Green Attributes**” means any and all attributes, including Lifecycle Greenhouse Gas Emissions, associated with the production, sale and use of RNG as an Advanced Biofuel, Cellulosic Biofuel, low carbon fuel or Alternative Fuel as necessary to generate or claim applicable EPA RINs; however that the term “Green Attributes” does not and will not include: (a) tax credits; (b) RNG Credits; (c) grants, loans, or subsidies; or (d) emission reduction credits encumbered or used by an RNG production facility for compliance with local, state, or federal operating and/or air quality permits.

“**Greenhouse Gas**” means carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydroflourocarbons, perfluorocarbons, sulphur hexafluoride, or any other substance or combination of substances that may become regulated or designated as Greenhouse Gases under any federal, state or local law or regulation, or any emission reduction registry, trading system, or reporting or reduction program for Greenhouse Gas emission reductions that is established, certified, maintained, or recognized by any international, governmental (including U.N., federal, state, or local agencies), or non-governmental agency from time to time, in each case measured in increments of one metric tonne of carbon dioxide equivalent.

“**Governmental Authority**” means any federal, state, local, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority. Governmental Authority includes, without limitation, the EPA, CARB and the California Public Utilities Commission or its successor agency.

“**Incremental LCFS Credits**” means the number of LCFS Credits generated from the use of Biogas Vehicle Fuel that exceed the number of LCFS Credits (if any) that would have been generated using the lesser of: (a) the CI of the default CNG pathway used for Conventional Gas; or (b) the compliance curve set by CARB: “Benchmarks for Diesel Fuel and Fuels used as a Substitute for Diesel Fuel” (as defined from time to time in Title 17 of the California Code of Regulations for the Low Carbon Fuel Standard).

“**Lifecycle Greenhouse Gas Emissions**” means the aggregate quantity of Greenhouse Gas emissions (including direct emissions and significant indirect emissions from land use changes), as determined by the EPA RFS or CARB, related to the full fuel lifecycle, including all stages of fuel and feedstock production and distribution, from feedstock generation or extraction through the distribution and delivery and use of the finished fuel to the ultimate consumer, where the mass values for all greenhouse gases are adjusted to account for their relative global warming potential.

“**LCFS Account**” means an account containing an entity’s LCFS Credits, established and maintained in accordance

with the LCFS.

“**Low Carbon Fuel Standard Credits**” or “**LCFS Credits**” shall mean credits generated and traded under the California Air Resources Board Low Carbon Fuel Standard, with each credit equal to one metric tonne of Carbon Dioxide reductions as compared to the baseline CO2 emissions under the Low Carbon Fuel Standard.

“**LCFS Credits Resale Price**” shall be calculated by reference to the volume weighted average price of all LCFS Credits of the same annual and quarterly vintage realized by Seller within the same calendar quarter.

“**LRT**” means the reporting tool established in accordance with LCFS and required by CARB to submit annual compliance and quarterly progress reports and track LCFS Credits.

“**Renewable Identification Number**” or “**RIN**” has the same meaning as under the EPA RFS.

“**RIN Resale Price**” shall be calculated by reference to the volume weighted average price of all RINs which is realized by Seller in the Month in which Seller separates RINs from the Contract Quantity.

“**RNG Credit(s)**” means a credit, number or certificate generated from, attributable to, or representing the Green Attributes associated with the RNG transferred under this Transaction Confirmation and generated under an applicable regulatory or voluntary program, including without limitation: RINs, renewable thermal credits, low carbon fuel standard credits and clean fuel program credits.

“**Seller’s LCFS Payment**” means all revenue generated by or received by Seller from the sale of LCFS Credits generated on the Contract Quantity minus Buyer’s LCFS Payment.

“**Seller’s RIN Payment**” means all revenue generated by or received by Seller from the sale of RINs generated on the Contract Quantity minus Buyer’s RIN Payment.

“**Vehicle Fuel**” has the same meaning as the term “Transportation Fuel” under the EPA RFS.

Special Conditions:

1. Representations.

(a) Buyer represents, warrants and covenants that it shall distribute all Biogas purchased from Seller hereunder as Vehicle Fuel at Buyer’s Station in the same Month in which Buyer purchases the Biogas from Seller.

(b) Buyer represents, warrants and covenants that it shall not generate any RNG Credits, including any RINs and LCFS Credits, generated on the Contract Quantity and shall take no action to cause the invalidity of such RNG Credits.

2. Records and Documentation Related to Biogas and RINs and LCFS Credits Creation.

(a) Between the 10th and 20th day of each Month, Buyer shall provide Seller with: (i) a copy of its natural gas invoices related to the Delivery Point(s) for the prior Month (when such prior Month is during the Delivery Period of this Transaction Confirmation) and (ii) all information and written documentation supporting the amount of Gas dispensed by Buyer as Transportation Fuel in the Month that is reasonably necessary to support separation of the RINs under the EPA RFS.

Notwithstanding anything to the contrary in this Transaction Confirmation, including without limitation, the terms in the “Performance Obligation and Contract Quantity” Section above, in the event Seller does not receive such invoices, information and written documentation within the time period identified above, Seller shall: (1) not have any obligation to Buyer to make any payment to Buyer (including, without limitation, the Buyer’s RIN Payment and

Buyer's LCFS Payment) which relates to the month in which Seller did not receive a corresponding natural gas invoice or such other information and written documentation described above (the "Missed Month"); (2) not have any obligation to supply Biogas during the Missed Month, and therefore, shall not separate any RINs or otherwise generate any RNG Credits; and (3) treat such Missed Month as if Seller, sold and Buyer, purchased 0 MMBtus of Biogas during such month and such treatment shall not be considered a breach of any of the obligations of Seller pursuant to this Transaction Confirmation. In the event there are three (3) consecutive Missed Months, Seller may terminate this Transaction Confirmation, based on Buyer's default, upon a written notice to Buyer which shall specify the effective date of termination.

This obligation to provide the relevant invoices, information and written documentation shall survive the termination or expiration of this Transaction Confirmation until the last day of the full calendar month following the month in which this Transaction Confirmation expired or terminated. Buyer shall maintain all records relevant to the purchase of Biogas from Seller and use of such Biogas as a Vehicle Fuel in accordance with the requirements of the CARB for the creation and sale of LCFS Credits.

(b) Seller shall maintain records relevant to the production and purchase and sale of Biogas and transportation and distribution of the Biogas purchased hereunder as a Vehicle Fuel as it applies to the creation and sale of LCFS Credits in accordance with the requirements of CARB.

(c) Buyer shall provide reasonable cooperation to Seller with respect to the requirements for the generation and separation of RINs under the EPA RFS including, without limitation, by signing periodic attestations regarding the use of the Biogas sold hereunder as a Vehicle Fuel. Further, on at least a quarterly basis, and at any other time requested by Seller, Buyer shall provide Seller with attestations executed by an authorized officer of Buyer which indicate that the volume of Conventional Gas and Biogas (as applicable) delivered to the Station is consumed as a Vehicle Fuel. Buyer shall provide Seller with such attestations no later than thirty (30) days after Seller's written request.

3. *Hierarchy and Governing Law.*

In the event of any inconsistency between the Base Contract and this Transaction Confirmation, this Transaction Confirmation shall govern.

The law governing the Base Contract shall apply to this Transaction Confirmation, except to the extent that the EPA RFS and CARB Low Carbon Fuels Standard, together with regulations and decisions promulgated thereunder, are applicable to the purchase and sale of Biogas.

The following documents and exhibits (to this Transaction Confirmation) form the Contract (as defined in the Base Contract). Said exhibits are attached to this Transaction Confirmation and incorporated into this Transaction Confirmation:

DOCUMENT NAME	DESCRIPTION
Base Contract	Base Contract for sale and purchase of Natural Gas by and between Buyer and Seller
Transaction Confirmation KCAPTA001-TC05	This Transaction Confirmation KCAPTA001-TC05 by and between Buyer and Seller
Transaction Confirmation KCAPTA001-TC06	Transaction Confirmation KCAPTA001-TC06 by and between Buyer and Seller
Exhibit A	The Station
Exhibit A-1	Payment Schedule
Exhibit B	Federal Contract Requirements
Exhibit C	Certification Regarding Debarment, Suspension and Other Responsibility Matters

Exhibit D	Certification Regarding Lobbying
Exhibit E	RNG Supply & LCFS Credit Management Agreement

In the event of any conflict between the terms of the Contract, such conflict shall be resolved by following the order of precedence described below:

1. This Transaction Confirmation KCAPTA001-TC05 and Exhibit A and A-1;
2. Transaction Confirmation KCAPTA001-TC06;
3. The Base Contract;
4. Exhibit B;
5. Exhibit E;
6. Exhibit C; and
7. Exhibit D.

4. CARB LCFS Fuel Reporting Entity Status.

Pursuant to the California Code of Regulations for the Low Carbon Fuel Standard, Seller will retain the Low Carbon Fuel Standard (LCFS) First Fuel Reporting Entity status as set forth in Title 17, California Code of Regulations in § 95483 with respect to all Biogas sold by Seller to Buyer hereunder (the “Purchased Biogas”).

Buyer will elect to not be the First Fuel Reporting Entity for Conventional Gas (referred to as “Fossil CNG” in the California Code of Regulations in § 95483) as set forth in Title 17, California Code of Regulations in § 95483, and designates Seller as the First Fuel Reporting Entity for Conventional Gas under the California Air Resources Board as set forth in Title 17, California Code of Regulations § 95480.3 with respect to all Conventional Gas purchased by Buyer at the Delivery Point(s) during the Delivery Period (the “Purchased Conventional Gas”).

Buyer and Seller agree that: (A) for Conventional Gas, the original First Fuel Reporting Entity (Buyer) per subsections (1)(A) through (1)(E) of § 95483(b) will not generate credits or deficits in the LCFS and will instead provide the amount of fuel dispensed, and other required information pursuant to sections 95483.2(b)(8), 95491 and 95491.1, to the contractually designated entity (Seller) for the purpose of LCFS reporting and credit or deficit generation; and (B) the contractually designated entity (Seller) accepts all LCFS responsibilities as the First Fuel Reporting Entity for Conventional Gas and as a credit or deficit generator, as applicable.

Any deficits generated based on Seller’s status as the First Fuel Reporting Entity for the Purchased Biogas or the Purchased Conventional Gas shall be deemed to be Buyer’s sole financial responsibility; and therefore, in the event any deficits are generated based on Seller’s status as the First Fuel Reporting Entity for the Purchased Biogas or the Purchased Conventional Gas, notwithstanding anything to the contrary in this Transaction Confirmation or the Base Contract, Seller may: (1) offset any deficits with Incremental LCFS Credits or other LCFS Credits generated by Seller based on the Purchased Biogas and Purchased Conventional Gas (if any), a portion or all of which would have been paid to Buyer pursuant to Buyer’s Collective Payment (as defined in Exhibit A-1); and/or (2) purchase LCFS Credits equal to the deficit with Buyer being financial responsible (Seller will invoice Buyer) for all costs incurred by Seller to purchase such LCFS Credits (including, without limitation, the price per LCFS Credit paid by Seller to the applicable third party credit seller multiplied by the number of LCFS Credits that need to be purchased to satisfy the deficit); and/or (3) invoice Buyer for all amounts (including, without limitation, any attorney’s fees or broker fees) Seller incurred based on such deficit(s). Buyer shall remit payment to Seller within fifteen (15) days of its receipt of a Seller invoice pursuant to this Section. Buyer shall be deemed to have received an invoice from Seller three (3) days after the invoice is sent to Buyer.

5. LCFS Credit and RIN Sales.

(a) Seller shall retain Seller's RIN Payment and Seller's LCFS Payment as consideration for its obligations under this Transaction Confirmation and shall remit Buyer's Collective Payment to Buyer as described in this Transaction Confirmation and **Exhibit A-1**, Payment Schedule.

(b) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own LCFS Credits and/or as an agent with respect to LCFS Credits generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the LCFS Credits generated and/or sold hereunder. Seller and /or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the LCFS Credits generated and sold. Seller and its affiliate's sole obligation with respect to the sale of LCFS Credits generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other LCFS Credits that Seller and/or its affiliates may market or sell based on the calendar quarter in which such credits are generated.

(c) Buyer acknowledges that Seller and/or its affiliates will act as a principal with respect to their own RINs and/or as an agent with respect to RINs generated and/or sold hereunder and Buyer hereby waives any claim against Seller and/or its affiliates based on any conflict of interest or alleged conflict of interest of Seller and/or its affiliates with respect to the manner, price or terms of the sale of any of the RINs generated and/or sold hereunder. Seller and /or its affiliates and control persons shall owe no fiduciary obligation to Buyer with respect to the RINs generated and sold. Seller and its affiliate's sole obligation with respect to the sale of RINs generated and/or sold in this transaction shall be to use commercially reasonable efforts to sell such credits alongside other RINs that Seller and/or its affiliates may market or sell based on the calendar month in which such credits are generated.

6. Consultant Support.

Buyer and Seller shall work with Seller's consultant and/or RIN quality assurance plan (QAP) provider to ensure that it has created documentation necessary for Biogas and RIN creation in compliance with EPA requirements and LCFS Credit creation in compliance with CARB requirements.

7. Regulatory Hinderance.

In the event that: (a) the RFS and/or LCFS are materially modified, repealed, stayed, enjoined, or end prior to the end of the Delivery Period; or (b) a regulatory change (1) makes the sale of the Biogas and conversion thereto into Vehicle Fuel and the coincident generation of RINs and/or LCFS Credits illegal or impossible, or (2) hinders Seller's performance of its obligations under this Transaction Confirmation; (each event shall be referred to as a "**Regulatory Hinderance**"), then Buyer and Seller shall work together to renegotiate the affected terms of this Transaction Confirmation. If Buyer and Seller do not agree on an amendment to the Transaction Confirmation within sixty (60) days from the date the Seller initiated renegotiation, then either Buyer or Seller shall have the right to terminate the Transaction Confirmation. In the event of termination, the process described in Section 10.3 of the Base Contract shall be followed except that (y) references therein to the "Defaulting Party" and to the "Non-Defaulting Party" will be deemed references to Buyer and to Seller, respectively, and (z) no early termination damages will apply to the termination, and therefore, the process described in "Early Termination Damages Do Not Apply" in Section 10.3.1 of the Base Contract shall be followed.

8. RNG Credits and Alternative Fueler

Buyer is not entitled to any RINs, LCFS Credits generated from Biogas provided under this Transaction Confirmation, or other RNG Credits that may be attributed to or generated from the Biogas delivered under this Transaction Confirmation other than as specifically stated herein. Seller's retention and/or sale of RINs and/or LCFS Credits generated from the Biogas delivered under this Transaction Confirmation shall not limit Buyer's ability to report the purchase of Biogas and applicable reductions in greenhouse gases or emissions directly associated with the use of Biogas in its transportation fleet. Seller represents and warrants that no other entity is

entitled to claim the reductions in greenhouse gases or emissions directly associated with the use of the Biogas provided hereunder as a transportation fuel other than Buyer.

The parties agree that Buyer will be considered the “Alternative Fueler” as defined in Proposed Treasury Regulation Section 48-6426-1 and is responsible for remitting any federal or state fuel taxes, if any, imposed on the subsequent sale or use of such fuel.

9. Adjustment for Disqualified Biogas

In addition to other remedies available under the Base Contract and hereunder, if Gas sold by Seller and purchased by Buyer hereunder originally deemed to be Biogas becomes classified as Disqualified Biogas and such disqualification did not occur based on an act or omission of Seller, Seller will be entitled to a refund of any payment made to Buyer which is related to such Gas. This obligation shall survive the termination or expiration of this Transaction Confirmation.

10. Failure to Dispense Transportation Fuel or Breach of this Transaction Confirmation

In addition to all other remedies under the Base Contract and hereunder, if Biogas sold by Seller and purchased by Buyer hereunder is not dispensed as Transportation Fuel, Seller will be entitled to receive from Buyer: (i) a refund of any Buyer’s RIN Payment and Buyer’s LCFS Payment made to Buyer for the volume of RNG that was not dispensed as Transportation Fuel; and (ii) a payment equal to Seller’s RIN Payment and Seller’s LCFS Payment that Seller would have received from the sale of RINs and LCFS Credits on the Contract Quantity if Buyer had dispensed the Contract Quantity as Transportation Fuel. Further, if Buyer breaches this Transaction Confirmation and such breach causes the invalidation of RNG Credits generated on the Contract Quantity, Seller will be entitled to receive from Buyer: (i) a refund of any Buyer’s RIN Payment and Buyer’s LCFS Payment made to Buyer that were based on the sale of invalidated RNG Credits; and (ii) a payment equal to Seller’s RIN Payment and Seller’s LCFS Payment that Seller would have received from the sale of the invalidated RNG Credits. These obligations shall survive the termination or expiration of this Transaction Confirmation.

11. Further Assurances

Each party will provide the other party such cooperation, access to facilities, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this Transaction Confirmation (including pursuant to any audit of this Transaction Confirmation by a Governmental Authority) and in order for title to the conveyed Green Attributes to vest in the Seller in connection with the purchase and sale of the Contract Quantity of Biogas.

12. AB 32

Effective January 2015, transportation fuel suppliers in California are subject to the Cap and Trade regulations under AB 32. AB 32 requires fuel suppliers to purchase compliance instruments if the total amount of greenhouse gas (GHG) emissions from fuel they supply in California exceeds 25,000 MTC02e per year. Seller will pass through any applicable AB 32 compliance costs for non-exempt gas purchased hereunder to Buyer.

13. Biogas Regulatory Reform Rule

The parties acknowledge that on July 12, 2023, the EPA published a final rulemaking known as the Biogas Regulatory Reform Rule, 88 Fed. Reg. 44468 (“BRRR”), that makes certain amendments to the regulations governing the EPA RFS related to the generation of RINs on RNG. The parties agree that they shall cooperate with each other, share documentation and provide access to facilities owned or operated by each party such that RINs can be validly generated under the EPA RFS as amended by the BRRR. Such cooperation shall include, but is not limited to, sharing, completing and assisting the other party or third parties with product transfer documents,

affidavits, reports, records, measurement records, sampling and testing requirements of the EPA RFS as amended by the BRRR.

The parties acknowledge that the BRRR requires entities owning RNG or biogas on which RINs are generated to register with the EPA under the EPA RFS in accordance with their respective roles. The parties agree that Seller shall register with the EPA as the RIN separator in accordance with the BRRR, and that the producer of the RNG that is the subject of this Transaction Confirmation shall be the generator of the RINs on the RNG as required by the EPA RFS as amended by the BRRR.

Buyer and Seller acknowledge that assigned RINs may not be separated from RNG and become separated RINs ("K2 RINs") until the RNG is used as a transportation fuel as defined by the EPA RFS. The parties agree that Seller will separate assigned RINs into K2 RINs when the RNG is withdrawn from the natural gas commercial pipeline system or used or dispensed as transportation fuel at the Station.

To the extent not expressly addressed herein and recognizing that guidance and practical custom will be received by the EPA and will be developed by commercial parties during the implementation of the BRRR, the parties shall, without undue delay, implement any other or further amendments, modifications, or changes reasonably necessary to conform their performance to the requirements of the BRRR, and the parties shall conduct any such actions in accordance with Special Condition No. 7 of this Transaction Confirmation.

Seller: **Clean Energy Renewable Fuels, LLC**

Buyer: **Kings County Area Public Transit Agency**

By: _____

By: _____

Name:

Name:

Title:

Title:

Date: _____

Date: _____

Exhibit A

CNG Station Location		
Street Address	City and State	Local Distribution Channel
629 Davis Street	Hanford, CA	SoCalGas

Exhibit A-1
Payment Schedule

Calendar Year	RNG MMBtu	CI Number Used by Seller to Determine Payment to Buyer. (The actual CI of the RNG supplied to the Station(s) may be different).	Buyer Percentage of LCFS Credit Generation Rate	Incremental LCFS Credits generated per RNG MMBtu based on corresponding CI Number (as shown in this table) for such RNG ("LCFS Credit Generation Rate")	Buyer Percentage of RIN Credit Generation Rate	Number of RINs generated per RNG MMBtu ("RIN Generation Rate")
2026	1	-200	15%	0.2593	15%	11.6935
2027	1	-200	15%	0.2580	15%	11.6935
2028	1	-200	15%	0.2566	15%	11.6935
2029	1	-200	15%	0.2553	15%	11.6935
2030	1	-200	15%	0.2540	15%	11.6935
2031	1	-200	15%	0.2499	15%	11.6935
2032*	1	-200	15%	0.2458	15%	11.6935
2033*	1	-200	15%	0.2418	15%	11.6935
2034*	1	-200	15%	0.2403	15%	11.6935
2035*	1	-200	15%	0.2336	15%	11.6935

*Subject to the renewal provisions of the Delivery Period section of this Transaction Confirmation.

Terms and Conditions:

- Within thirty (30) days of Seller's receipt of payment for all RINs generated during the prior month, Seller will pay Buyer the "Buyer's RIN Payment" which is described below:

$$[(\text{applicable Calendar Year Buyer Percentage of RIN Credit Generation Rate as shown in the table above}) \times (\text{applicable RIN Generation Rate as shown in the table above}) \times [(\text{cumulative Gas MMBtus delivered by Seller to the Station(s) and dispensed as a Transportation Fuel (as determined in accordance with Seller's LCFS and RFS compliance protocol) during the applicable calendar month where such month is within the Delivery Period}) \times [(\text{RIN Resale Price})]]$$
- Within thirty (30) days of Seller's receipt of payment for all LCFS Credits generated during the prior calendar quarter, Seller will pay Buyer the "Buyer's LCFS Payment" which is described below:

$$[(\text{LCFS Credits Resale Price}) \times [(\text{applicable Calendar Year Buyer Percentage of LCFS Credit Generation Rate as shown in the table above}) \times [(\text{applicable LCFS Credit Generation Rate}) \times [(\text{cumulative Gas MMBtus delivered by Seller to the Station(s) and dispensed as a Transportation Fuel (as determined in accordance with Seller's LCFS and RFS compliance protocol) during the applicable calendar quarter where such calendar quarter is within the Delivery Period})]]]$$

- (3) The Buyer's RIN Payment and the Buyer's LCFS Payment shall collectively be referred to as the "Buyer's Collective Payment". Specifically, and only, for the purposes of determining the Buyer's Collective Payment, and subject to Buyer's compliance with Section 2(a) of the Special Conditions, all Biogas supplied to the Station(s) is deemed to be RNG with the applicable CI Number shown in the table above for the applicable calendar year. Buyer acknowledges and agrees that the CI for the actual Biogas supplied by Seller to Buyer pursuant to this Transaction Confirmation will vary over the Delivery Period, however, the CI number used to determine the Buyer's Collective Payment will not vary from the applicable numbers described above except in the event of a Missed Month as described in Section 2(a) of the Special Conditions.
- (4) In the event CARB modifies the LCFS CI benchmarks for diesel during the term of this Transaction Confirmation, the numbers above shall be proportionally adjusted by Seller to maintain the economic intent of the parties as of the day they entered into this Transaction Confirmation. Upon the determination of such adjustment by Seller, Seller shall provide Buyer with a new table which upon Seller's transmission of such updated table to Buyer shall be deemed to automatically supersede and replace the table above.

Exhibit B
Federal Contract Requirements

Exhibit C

Debarment, Suspension, & Other Responsibility Matters Certificate

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

This contract is a covered transaction for the purpose of 2 CFR Part 180 and applicable U.S. Department of Transportation adopting regulations. As such, the contractor is required to verify that none of the contractor, its principals, or affiliates are excluded or disqualified from participation in covered transactions under 2 CFR Part 180.

The contractor is required to comply with 2 CFR Part 180, including Subpart C and must include the requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions it entered into.

By signing and submitting it bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Kings County Area Public Transit Agency. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Kings County Area Public Transit Agency, 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 2 CFR Part 180, 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.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Exhibit D
Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

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

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.

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, loan, 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 (2) 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.* .)]

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONTRACTORS shall certify and disclose accordingly.

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.]

The CONTRACTOR, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of CONTRACTOR'S Authorized Official

Name and Title of CONTRACTOR'S Authorized Official

Date

Exhibit E

RNG Supply & LCFS Credit Management Agreement

(see attached)

AGREEMENT 26-07
BETWEEN
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY (KCAPTA)
AND
CLEAN ENERGY RENEWABLE FUELS, LLC

THIS RNG SUPPLY AND LCFS CREDIT MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of _____, 2026 by and between KINGS COUNTY AREA PUBLIC TRANSIT AGENCY, a California Public Transit Agency ("KCAPTA") and CLEAN ENERGY RENEWABLE FUELS, LLC, a Delaware limited liability company ("CE"). KCAPTA and CE are sometime referred to in this Agreement individually as a "Party" or jointly as the "Parties".

RECITALS

WHEREAS, CE is a limited liability company with a primary business address as 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660; and

WHEREAS, KCAPTA has reviewed and evaluated CE's "KCAPTA RNG Supply and LCFS Credit Management" Proposal; and

WHEREAS, KCAPTA desires to enter into the Agreement for the purpose of having CE provide the services outlined in this Agreement (the "Services"); and

WHEREAS, CE represents it is licensed, qualified and willing to provide the Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1.0 Contract Document Integration/Modification. This Agreement and each of the documents and exhibits or attachments referenced below, which are incorporated by reference, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the parties, unless otherwise explicitly authorized.

2.0 Federal Contract Requirements The Services provided pursuant to this Agreement involve activities involving KCAPTA's federally funded facilities. Accordingly, CE is required to comply with the terms and conditions of the "Federal Contract Requirements" set forth at Exhibit "B". In addition, upon execution of this Agreement, CE shall also complete and provide to KCAPTA the "Certification Regarding Debarment, Suspension and other Responsibility Matters" set forth at Exhibit "C" and the "Certification Regarding Lobbying" set forth at Exhibit "D".

3.0 Miscellaneous Provisions.

3.1 Term. This Agreement shall become effective July 1, 2026, and shall continue in full force and effect through June 30, 2031.

3.2 Dispute/Governing Law. Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicate in a Court of Law of the State of California.

3.3 Independent Contractor. It is understood and agreed by the parties herein that CE, in the performance of this Agreement, shall act as an independent contractor, and therefore shall obtain no rights to any fringe benefits that accrue to regular full-time KCAPTA employees.

3.4 Jurisdiction/Venue/Waiver of Removal. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in California. Any action brought to interpret or enforce this Agreement, or any of the terms or conditions hereof, shall be brought in Kings County, California. The CE hereby expressly waives any right to remove any action to a county other than Kings County as permitted pursuant to Section 394 of the California Code of Civil Procedures.

3.5 Conflict with Law. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of this Agreement shall be in full force and effect.

3.6 Attorney's Fees. In the event either party commences any action, arbitration or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court of arbitrator, shall be entitled to recovery of its reasonable attorney's fees and court costs incurred in the action brought thereon.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

**CLEAN ENERGY RENEWABLE
FUELS, LLC**

Joe Neves
Chairman

(NAME)
(Title)

Approved as to Form

General Counsel

Exhibit B
Federal Contract Requirements

1. ACCESS TO RECORDS AND REPORTS

The CE agrees to the following:

A. Record Retention. The CE will retain, and will require its subcontractors of all tiers to retain, complete and make readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontractor arrangements, other third party agreements of any type, and supporting materials related to those records.

B. Retention Period. The CE agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.33. The CE shall maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

C. Access to Records. The CE agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonable may be required.

D. Access to the Sites of Performance. The CE agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonable may be required.

2. CIVIL RIGHTS LAWS AND REGULATIONS

The KCAPTA is an Equal Opportunity Employer. As such, the KCAPTA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the KCAPTA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the CE shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The CE agrees to comply 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 FTA and the Regional Office of the Environmental Protection Agency.

A. Clean Air Act

The CE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The CE agrees to report each violation to the KCAPTA and understands and agrees that the KCAPTA will, in turn, report each violation as required to assure notification to the KCAPTA, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The CE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

B. Federal Water Pollution Control Act

The CE agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The CE agrees to report each violation to the KCAPTA and understands and agrees that the KCAPTA will, in turn, report each violation as required to assure notification to the KCAPTA, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The CE agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The CE shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The CE shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the CE for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the CE will permit such representatives to interview employees during working hours on the job.

The CE shall require the inclusion of the language of this clause within subcontract of all tiers.

5. DEBARMENT AND SUSPENSION

The CE shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the CE shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award;
- f) Disqualified from participation in any federally assisted Award.

The certification in this clause is a material representation of fact relied upon by the KCAPTA. If it is later determined by the KCAPTA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the KCAPTA, 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 2 C.F.R. part 180, subpart C, as

supplemented by 2 C.F.R. part 1200, 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.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Kings County Area Public Transit Agency (KCAPTA) and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the KCAPTA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the CE must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. Failure by the CE 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 KCAPTA deems appropriate.

The CE shall cooperate fully with KCAPTA in meeting any of KCAPTA's commitments and goals with regard to the maximum utilization of disadvantaged business enterprises. CE shall keep records of DBE participation in all activities carried out pursuant to this Agreement, and shall report to KCAPTA all such participation and efforts made to encourage DBE participation as required by KCAPTA.

7. DHS SEAL, LOGO, AND FLAGS

The CE shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FTA pre-approval.

8. ENERGY CONSERVATION

The CE agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

9. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the CE agrees as follows:

The CE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CE will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The CE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The CE will, in all solicitations or advertisements for employees placed by or on behalf of the CE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The CE will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CE's legal duty to furnish information.

The CE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CE's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The CE will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CE's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The CE will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CE will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of

enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the CE may request the United States to enter into such litigation to protect the interests of the United States.

10. FEDERAL CHANGES

CE 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 Kings County Area Public Transit Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. CE's failure to so comply shall constitute a material breach of this contract.

The CE is advised that Federal requirements applicable to this Contract as set forth in federal law, regulations, policies, and related administrative practices may change during the performance of this Contract. Any such changes shall also apply to this Contract and subcontracts at all tiers.

11. FTA PROTEST PROCUDRES

CE is hereby notified that, if this contract is funded in whole or in part by the Federal Department of Transportaiton, the Federal Transit Administration (FTA) may entertain a protest that alleges that KCAPTA failed to have or follow written protest procedures. Bidders must file a protest with the FTA not later than five (5) days after KCAPTA renders a final decision or five (5) days after the Bidder knows or has reason to know that KCAPTA has failed to render a final decision. Protest to the FTA must be filed in accordance with FTA Circular 4220.1F (as periodically updated)

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 2008, 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 CE shall not perform any act, fail to perform any act, or refuse to comply with any Kings County Area Public Transit Agency requests which would cause Kings County Area Public Transit Agency to be in violation of the FTA terms and conditions.

13. LOBBYING RESTRICTIONS

The CE shall comply with 31 U.S.C. 1352, which provides in part that no appropriated fund may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions; the awarding of any Federal contract, the making of any Federal grant, the making of any Federla loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federla contract, grant, loan, or cooperative agreement. CE who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." 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 office or 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal Funds with respect to the Federal contract, grant or award covered by 31 U.S. C. 132. Such disclosures are forwarded from their to tier up to the recipient.”

14. NOTIFICATION TO FTA/ LEGAL MATTERS CONCERNING A COVERED

If a current or prospective legal matter that may affect the Federal Government emerges, the KCAPTA must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the KCAPTA is located. The KCAPTA must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to C.F.R. §§ 180.220 & 1200.220.

(1) 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.

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

(3) The KCAPTA must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the KCAPTA 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. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the KCAPTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. 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 KCAPTA.

15. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Kings County Area Public Transit Agency and CE acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, CE or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CE agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The CE 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 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CE 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 CE 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 CE to the extent the Federal Government deems appropriate.

The CE 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CE, to the extent the Federal Government deems appropriate.

The CE 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.

17. PROMPT PAYMENT

The CE 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 CE's receipt of payment for that work. In addition, the CE 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.

The CE must promptly notify the KCAPTA, 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 CE may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the KCAPTA.

18. RECYCLED PRODUCTS

- A. In the performance of this contract, the CE shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

19. SAFE OPERATION OF MOTOR VEHICLES

A. Seat Belt Use

The CE is encouraged to adopt and promote 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. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the CE or KCAPTA.

B. Distracted Driving

The CE 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 Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

20. SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317-200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000 49 U.S.C. § 5323(j)(13)).

21. TAX LIABILITY AND FELONY CONVICTIONS

The CE certifies:

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

It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

The CE agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

22. TERMINATION

Termination for Convenience (General Provision)

The KCAPTA may terminate this contract, in whole or in part, at any time by written notice to the CE when it is in the KCAPTA's best interest. The CE shall be paid its costs, including contract

close-out costs, and profit on work performed up to the time of termination. The CE shall promptly submit its termination claim to KCAPTA to be paid the CE. If the CE has any property in its possession belonging to KCAPTA, the CE will account for the same, and dispose of it in the manner KCAPTA directs.

Termination for Default [Breach or Cause] (General Provision)

If the CE does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the CE fails to perform in the manner called for in the contract, or if the CE fails to comply with any other provisions of the contract, the KCAPTA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the CE setting forth the manner in which the CE is in default. The CE will be paid only 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 the KCAPTA that the CE had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CE, the KCAPTA, after setting up a new delivery of performance schedule, may allow the CE to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The KCAPTA, in its sole discretion may, in the case of a termination for breach or default, allow the CE [an appropriately short period of time] 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 CE fails to remedy to KCAPTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by CE of written notice from KCAPTA setting forth the nature of said breach or default, KCAPTA shall have the right to terminate the contract without any further obligation to CE. Any such termination for default shall not in any way operate to preclude KCAPTA from also pursuing all available remedies against CE and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that KCAPTA elects to waive its remedies for any breach by CE of any covenant, term or condition of this contract, such waiver by KCAPTA shall not limit KCAPTA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The KCAPTA, by written notice, may terminate this contract, in whole or in part, when it is in the KCAPTA's interest. If this contract is terminated, the KCAPTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the CE fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the CE fails to comply with any other provisions of this contract, the KCAPTA may terminate this contract for default. The KCAPTA shall terminate by delivering to the CE a Notice of Termination specifying the nature of the default. The CE 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 this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the CE was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the KCAPTA.

Termination for Convenience or Default (Cost-Type Contracts)

The KCAPTA may terminate this contract, or any portion of it, by serving a Notice of Termination on the CE. The notice shall state whether the termination is for convenience of KCAPTA or for the default of the CE. If the termination is for default, the notice shall state the manner in which the CE has failed to perform the requirements of the contract. The CE shall account for any property in its possession paid for from funds received from the KCAPTA, or property supplied to the CE by the KCAPTA. If the termination is for default, the KCAPTA may fix the fee, if the contract provides for a fee, to be paid the CE in proportion to the value, if any, of work performed up to the time of termination. The CE shall promptly submit its termination claim to the KCAPTA and the parties shall negotiate the termination settlement to be paid the CE.

If the termination is for the convenience of KCAPTA, the CE shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the KCAPTA determines that the CE has an excusable reason for not performing, the KCAPTA, after setting up a new work schedule, may allow the CE to continue work, or treat the termination as a Termination for Convenience.

23 TRAFFICKING VICTIMS PROTECTION ACT

The CE certifies:

The CE does not engages in, or uses labor recruiters, borkers, or other agents who engage in

1. Severe forms of trafficking in persons
2. The procurement of a commercial sex act during the period of time that the gant, contract, or cooperative agreement is in effect
3. The use of forced labor in the performance of the grant, contract, or cooperative agreement
4. Acts that directly support or advance trafficking in persons, including the following acts:
 - (a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.

(b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless

Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or

The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action

(c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment

- (d) Charging recruited employee placement or recruitment fees
- (e) Providing or arranging housing that fails to meet the host country housing and safety standards.

The CE agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

24. VIOLATION AND BREACH OF CONTRACT

The KCAPTA shall have the following rights in the event that the KCAPTA deems the CE guilty of a breach of any term under the Contract.

The right to take over and complete the work or any part thereof as agency for and at the expense of the CE, either directly or through other contractors;

The right to cancel this Contract as to any or all of the work yet to be performed;

The right to specific performance, an injunction or any other appropriate equitable remedy; and

The right to money damages.

For purposes of this Contract, breach shall include disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of KCAPTA's Transit Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the CE mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the CE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the CE and the CE shall abide by the decision.

Performance During Dispute - Unless otherwise directed by KCAPTA, CE shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Rights and Remedies of CE

Inasmuch as the CE can be adequately compensated by money damages for any breach of this Contract, which may be committed by the KCAPTA, the CE expressly agrees that no default, act or omission of the KCAPTA shall constitute a material breach of this Contract, entitling CE to cancel or rescind the Contract (unless the KCAPTA directs CE to do so) or to suspend or abandon performance.

Remedie

Substantial failure of the CE to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the KCAPTA will have all remedies in law and equity, including the right to specific performance, without further

assistance, and the rights to termination or suspension as provided herein. The CE recognizes that in the event of a breach of this Agreement by the CE before the KCAPTA takes action contemplated herein, the KCAPTA will provide the CE with sixty (60) days written notice that the KCAPTA considers that such a breach has occurred and will provide the CE a reasonable period of time to respond and to take necessary corrective action.

Performance during Dispute

Unless otherwise directed by KCAPTA, CE shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the KCAPTA and the CE arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the KCAPTA is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the KCAPTA or CE shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.