

# TRANSMITTAL

0220-05517-0014

TO  
The City Council

DATE  
09/11/2025

COUNCIL FILE NO.

FROM  
The Mayor

COUNCIL DISTRICT  
2,3,6,7,12

**Proposed Fourth Amendment between the Department of Transportation and MV  
Transportation, Inc. for the Management and Operation of the North Region Transit Bus  
Services**

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act;  
otherwise, the contract will be deemed approved pursuant to Los Angeles Administrative Code  
Section 10.5(a.)

See the City Administrative Officer report attached.



MAYOR

(Jenny Delwood for)

MWS:SMC:06260011t

# Report From

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

### Analysis of Proposed Contract

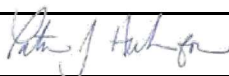
(\$25,000 or Greater and Longer than Three Months)

|   |                |   |                                  |
|---|----------------|---|----------------------------------|
| To: The Mayor   | Date: 08-28-25 | C.D. No.<br>2,3,6,7,12  | CAO File No.:<br>0220-05517-0014 |
| Contracting Department/Bureau:<br>Department of Transportation  |                | Contact:<br>Lindsey Estes, (213) 928-9772; Brian Lee (213) 928-9745   |                                  |
| Reference: Transmittal from the Department of Transportation dated June 6, 2025; referred for report on June 11, 2025                                   |                |   |                                  |
| Purpose of Contract: To continue management and operation of the Commuter Express and Community DASH Services for the North Region Transit Bus Services |                |   |                                  |
| Type of Contract:<br>( ) New contract<br>(X) Amendment, Contract No. C-140191   |                | Contract Term Dates:<br>One-year extension, from May 1, 2025 to April 30, 2026, with one year optional extension to April 30, 2027, for a total of five years |                                  |
| Contract/Amendment Amount: \$263,950,149  |                |   |                                  |
| Proposed amount \$ 122,024,582 + Prior award(s) \$ 141,925,567 = Total \$ 263,950,149   |                |   |                                  |
| Source of funds: Proposition A Local Transit Assistance Fund  |                |   |                                  |
| Name of Contractor: MV Transportation, Inc.   |                |   |                                  |
| Address: 2711 North Haskell Avenue, Dallas, Texas 75204   |                |   |                                  |
|   | Yes            | No  | N/A                              |
| 1. Council has approved the purpose   | X              |   |                                  |
| 2. Appropriated funds are available   | X              |   |                                  |
| 3. Charter Section 1022 findings completed  | X              |   |                                  |
| 4. Proposals have been requested  | X              |   |                                  |
| 5. Risk Management review completed   | X              |   |                                  |
| 6. Standard Provisions for City Contracts included  | X              |   |                                  |
| 7. Workforce that resides in the City: 46%  |                |   |                                  |
| 8. Business Inclusion Program   | X              |   |                                  |
| 9. Equal Benefits & First Source Hiring Ordinances  | X              |   |                                  |
| 10. Contractor Responsibility Ordinance   | X              |   |                                  |
| 11. Disclosure Ordinances   | X              |   |                                  |
| 12. Bidder Certification CEC Form 50  | X              |   |                                  |
| 13. Prohibited Contributors (Bidders) CEC Form 55   | X              |   |                                  |
| 14. California Iran Contracting Act of 2010   | X              |   |                                  |

## RECOMMENDATIONS

That the Council:

1. Authorize the General Manager of the Department of Transportation, or designee, to execute the Fourth Amendment to Agreement (C-140191) with MV Transportation, Inc. for the continued operation of the North Region Transit Bus Services for one additional year, retroactive from May 1, 2025 to April 30, 2026, for a total of four years, with an optional one-year extension, for a cumulative term of five years, and increase the compensation amount by \$122,024,582, to a not-to-exceed amount of \$263,950,149, subject to the approval of the City Attorney as to form; and,
2. Instruct the General Manager of the Department of Transportation to complete the Comprehensive Operation Analysis for transit service no later than May 31, 2026 to allow decisions regarding changes to transit service that are consistent with projected revenues within the Proposition A Local Transit Assistance Fund.

|            |         |   |                             |
|------------|---------|---|-----------------------------|
| Salyna Cun |         |  |                             |
| SMC        | Analyst | 0220-05517-0014   | City Administrative Officer |

## SUMMARY

In accordance with Executive Directive 3, the Department of Transportation (LADOT) requests authority to execute the proposed Fourth Amendment with MV Transportation, Inc. (Contractor) for the continued management and operation of the North Region Transit Bus Services for one additional year, from May 1, 2025 to April 30, 2026, for a total of four years, with an optional one-year extension. On July 23, 2025, LADOT issued a Request for Proposal (RFP) for the management and operation of the North Region Commuter Express, Community DASH, Cityride Dial-a-Ride, and LAnow Microtransit services. The proposals will be due on October 2, 2025.

On April 30, 2022, LADOT entered into a one-year contract with Contractor for transit service operations in the North Region. In August 2023, LADOT executed the First Amendment to extend the term by an additional eight months through December 31, 2023, and increased the cost ceiling to ensure no gap in service while the terms and conditions were finalized with the Contractor. On January 4, 2024, LADOT executed the Second Amendment which extended the contract term for one year and four months, for a total of three years, with an optional two one-year extensions, for a cumulative total of five years and increased the cost ceiling amount. On June 27, 2024, LADOT executed the Third Amendment, which increased the cost ceiling amount and adjusted the compensation rates for drivers in order to address driver hiring and wage issues to ensure continued operation of the North Region transit bus services. The proposed Fourth Amendment will ensure continued operation of transit services while LADOT completes the RFP process and select a contractor to manage and operate the transit services for the North Region.

The Fourth Amendment of the agreement includes the following changes:

- Added overtime for road supervisors and an increase in the number of electric vehicles – these costs are incorporated in the updated cost sheets;
- One-year term extension, from May 1, 2025 to April 30, 2026, with an optional one-year extension through April 30, 2027, for a total of five years;
- Amends and adds contracting language as required by ordinance of all City contracts;
- Revises and incorporates the updated Standard Provisions for City Contracts and Federal Transit Administration Contracting Provisions;
- Adds a ratification clause to allow payment to the Contractor for work completed prior to execution of the proposed Amendment; and,
- Increases the cost ceiling amount by \$122,024,582, from \$141,925,567 to \$263,950,149, primarily due to increases in driver and other personnel wages and fringe benefits, market increases in Auto and General Liability from \$0.315/mile in the original cost proposal to \$0.515/mile, and increases in operation and maintenance costs as shown in the table below:

|  | Year 3<br>5/1/24 - 4/30/25 | Year 4<br>5/1/25 - 4/30/26 | Change<br>from Year 3 | Year 5<br>5/1/26 - 4/30/27 | Change<br>from Year 4 |
|--|----------------------------|----------------------------|-----------------------|----------------------------|-----------------------|
| Operating Costs (including all Labor Costs)  | \$ 27,333,678              | \$ 34,882,422              | 28%                   | \$ 38,371,323              | 10%                   |
| Maintenance Costs  | 2,812,304                  | 5,472,752                  | 95%                   | 5,710,341                  | 4%                    |
| Administration Costs   | 839,758                    | 500,936                    | -40%                  | 512,886                    | 2%                    |
| Maintenance/Operating Facilities   | 628,343                    | 714,594                    | 14%                   | 736,032                    | 3%                    |
| Profit   | 1,115,232                  | 1,479,089                  | 33%                   | 1,602,215                  | 8%                    |
| Other Capital Costs  | 261,810                    | 212,603                    | -19%                  | 183,427                    | -14%                  |
| Insurance  | 2,054,985                  | 3,083,406                  | 50%                   | 3,247,905                  | 5%                    |
| Other Costs  | 1,559,489                  | 2,957,180                  | 90%                   | 3,043,049                  | 3%                    |
| <b>Total Costs</b>   | <b>\$ 36,605,599</b>       | <b>\$ 49,302,982</b>       | <b>35%</b>            | <b>\$ 53,407,178</b>       | <b>8%</b>             |
| Annual Revenue Service Hours   | 277,799                    | 277,799                    | 0%                    | 277,799                    | 0%                    |
| Hourly Rate (Total Costs Divided by Annual Hours)  | \$ 131.77                  | \$ 177.48                  | 35%                   | \$ 192.25                  | 8%                    |
| Fuel costs and Electric Charging Costs   | 6,850,000                  | 6,850,000                  | 0%                    | 6,850,000                  | 0%                    |
| Increase in Driver's Permits; As-Needed Service Costs, Facility Utilities, Vehicle Leasing Costs, Facility Maintenance Costs, Downtown Layover Costs, Annual Ride Check Option Costs | 2,759,289                  | 2,781,660                  | 1%                    | 2,832,762                  | 2%                    |
| Market Adjustment  | 1,725,000                  | -                          | -100%                 | -                          | -                     |
| <b>TOTAL COSTS</b>   | <b>\$ 47,939,888</b>       | <b>\$ 58,934,642</b>       | <b>23%</b>            | <b>\$ 63,089,940</b>       | <b>7%</b>             |

The 2025-26 Adopted Budget provided \$220 million in the Proposition A Local Transit Assistance (Prop A) Fund for transit operations for all regions. Of this amount, \$55.8 million was the estimated funding need for DASH North Region and Commuter Express North Region. Estimated funding for LAnow and Cityride Dial-A-Ride services citywide is \$14.5 million. This is sufficient funding to cover Year 4 costs. Funding for Year 5 will be subject to the availability of funds and approval of the Mayor and Council.

It should be noted that the required level of funding of transit service for 2025-26 is approximately \$291 million annually and the annual ongoing revenue within the Prop A Fund is approximately \$190 million, resulting in a structural deficit of approximately \$101 million. The increases represented in this Amendment, and similar contract amendments under consideration and forthcoming, will need to be offset within the Fund, funded from another funding source, or the services reduced. It is critical that LADOT complete the Comprehensive Operation Analysis (COA), previously known as Transit Service Analysis, that was ordered by the City Council and Mayor to allow decisions regarding changes to transit service that are consistent with the City Budget. On August 19, 2025, LADOT executed a Task Order Agreement with Fehrs & Peers for a COA, for an amount not-to-exceed \$1.06 million, for a term through May 31, 2026.

In accordance with Charter Section 1022, this Office determined that the scope of transit operation services has not changed since the prior Charter Section 1022 determination. Therefore, this Office finds that the work proposed to be contracted can be performed more feasibly by a contractor than by City employees. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed amendment is required as the term exceeds three years.

## FISCAL IMPACT STATEMENT

Funding for Year 4 of the proposed contract amendment is provided within the Proposition A Local Transit Assistance Fund. Subsequent year funding will be subject to the availability of funds and approval of the Mayor and Council during the City annual budget process.



## **FINANCIAL POLICIES STATEMENT**

The recommendations in this report complies with the City Financial Policies in that the City financial obligation is limited to funds budgeted for this purpose and future expenditures are limited to appropriation of funds provided in the budget.


*MWS:SMC:06260011*

Attachments

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE

Date: June 6, 2025

To: The Honorable Karen Bass, Mayor  
Office of the Mayor  
Attention: Legislative Coordinator

From: Laura Rubio-Cornejo, General Manager  
Department of Transportation 

Subject: **FOURTH AMENDMENT TO AGREEMENT C-140191 BETWEEN THE CITY OF LOS ANGELES AND MV TRANSPORTATION, INC. FOR THE OPERATIONS OF THE NORTH REGION TRANSIT BUS SERVICES**

**SUMMARY**

The City of Los Angeles Department of Transportation (LADOT) requests authorization to execute the Fourth Amendment to Agreement C-140191, between the City of Los Angeles (City) and MV Transportation, Inc. for the continued operation of the North Region Transit Bus Services.

**RECOMMENDATION**

That the City Council, with the concurrence by the Mayor:

AUTHORIZE the LADOT General Manager to execute the Fourth Amendment to Agreement C-140191, between the City and MV Transportation, Inc. to a) extend the term of this Agreement to include a one year term extension with an additional optional extension term of one year, for a total term of up to five years (May 1, 2022, through April 30, 2027); b) increase the cost ceiling by \$122,024,582 for a total not-to-exceed amount of \$263,950,149; c) amend and add contracting language, as required by ordinance of all City contracts; and d) revise and incorporate Attachment A -Standard Provisions for City Contracts (Rev. 1/25 [v.2]), Attachment B - Federal Transit Administration (FTA) Contracting Provisions Rev. 6/6/2024, and Exhibit 1 – Operation of the North Region Services Cost Sheets, effective May 1, 2025.

**BACKGROUND**

On April 30, 2022, the City executed a one year Agreement with MV Transportation, Inc., from May 1, 2022, through April 29, 2023, to manage and operate the LADOT North Region Transit Bus Services (Agreement C-140191). Per direction from the Office of the Mayor and the City Administrative Officer, the one year Agreement was executed in order to prevent a gap in transit services with the understanding that LADOT would prepare and execute an amendment for this Agreement to extend the term.

On August 22, 2023, the City executed the First Amendment to Agreement C-140191, to extend the contract term for eight months, from April 30, 2023, to December 31, 2023, for an amended term of one year and eight months. The First Amendment also adjusted the compensation rate to ensure that the Contractor was adequately compensated and to prevent any service disruptions. The First Amendment

provided all Parties additional time to execute the final terms and agreements of the contract and maximize the three year term Agreement that was initially requested within the original Request for Proposals (RFP), RAMP ID 200453, through a second amendment.

On January 4, 2024, the City executed the Second Amendment to Agreement C-140191, which extended the contract term for an additional one year and four months from January 1, 2024 to April 30, 2025, adjusted the compensation rate, and increased the Agreement cost ceiling, which conformed to the three year term, without the two one year optional term extension, as was requested within the original RFP.

On June 27, 2024, the City executed the Third Amendment to Agreement C-140191, which increased the cost ceiling and adjusted the compensation rates, in order to address driver hiring and wage issues, and to ensure the continued management and operation of the LADOT North Region Transit Bus Services.

## **DISCUSSION**

LADOT requests authorization to execute this Fourth Amendment to Agreement C-140191, which will amend the contract term to include a one year term extension with an additional optional extension term of one year, for a total term of up to five years, increase the cost ceiling by \$122,024,582 for a total not-to-exceed amount of \$263,950,149, amend and add contracting language that is required by ordinance of all City contracts, and revise and incorporate the updated Standard Provisions for City Contracts, Federal Transit Administration Contracting Provisions, and cost sheets.

This Fourth Amendment requires a revision to the cost sheets because the City and Contractor need to amend and update the compensation rates and expenses to reflect increases in driver and other personnel wages, insurance and maintenance costs, added scope of work, and to ensure the continued operation and management of the North Region Transit Services. The new hourly rates incorporate benefits for Contractor employees, as well as market increases in insurance, which include an estimated increase in Auto & General Liability from \$0.315/mile anticipated, in the original cost proposal, to a new cost of \$.515/mile, and a market increase in maintenance expenses from \$0.568/mile, in the original cost proposal, to a new cost of \$0.933/mile.

The updated cost proposals will also incorporate scope of work changes as requested by LADOT. The scope of work changes include added overtime for road supervisors and an increase in the number of electric vehicles in the North Region fleet.

LADOT is on schedule to release a new RFP for the management and operation of the North Region Transit Bus Services in early summer 2025. The RFP is currently being finalized and processed for posting. While the new contract is awarded, continuation of the current Agreement until a new contract is awarded is needed to prevent an interruption in essential transit services. The requested contract extension is a stop-gap measure to ensure uninterrupted transit services while the new RFP process is completed.

## **FISCAL IMPACT**

There is no General Fund impact associated with this Agreement. Funding to cover costs through Fiscal Year (FY) 2025-26 was included in the Department's FY 2025-26 Proposed Budget in the Proposition A Local Transit Assistance (PALTA) Fund No. 385 for Transit Operations. LADOT will request additional funding through the annual budget process for future fiscal years.

LRC:js

Attachment

**FOURTH AMENDMENT  
TO AGREEMENT C-140191  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MV TRANSPORTATION, INC.  
FOR THE  
OPERATIONS OF THE  
NORTH REGION  
TRANSIT BUS SERVICES**

**FOURTH AMENDMENT TO AGREEMENT C-140191  
BETWEEN THE CITY OF LOS ANGELES AND MV TRANSPORTATION, INC.  
FOR THE OPERATIONS OF THE NORTH REGION TRANSIT BUS SERVICES**

**THIS FOURTH AMENDMENT** to Agreement C-140191 (“Agreement” or “Contract”) is made and entered into by and between the City of Los Angeles (hereinafter referred to as the “CITY”), a municipal corporation, acting by and through the Los Angeles Department of Transportation (hereinafter referred to as “LADOT”), and MV Transportation, Inc., (hereinafter referred to as “CONTRACTOR”), a California corporation, collectively referred to as “Parties” and individually as “Party,” is entered into with reference to the following:

**WITNESSETH**

**WHEREAS**, the CITY desires to continue services for the management and operation of the North Region Transit Bus Services of the City of Los Angeles, Los Angeles Department of Transportation, Bureau of Transit Services; and

**WHEREAS**, on August 3, 2021, the CITY released a Request for Proposal (RFP) for North Region Transit Bus Services to local and national companies interested in providing such services; which RFP, along with its Exhibits, Forms, Appendices, Attachments, and Addendum, is on file in the LADOT and is incorporated herein by reference (collectively hereinafter referred to as the “RFP”); and

**WHEREAS**, on September 16, 2021, the CONTRACTOR submitted a proposal (hereinafter referred to as “Proposal”) in response to the RFP; and

**WHEREAS**, the CONTRACTOR has the management and technical expertise and other assets necessary for the operation and management of the North Region Transit Bus Services (collectively hereinafter referred to as the “Project”); and

**WHEREAS**, LADOT has determined that the CONTRACTOR possesses the qualification and experience necessary to provide the services and requested the CONTRACTOR operate the North Region Transit Bus Services in the time and manner set forth in the RFP and Proposal; and

**WHEREAS**, on April 30, 2022, the Parties entered into Agreement C-140191, wherein the CONTRACTOR agreed to provide the services and requested the CONTRACTOR operate the North Region Transit Bus Services for a term from May 1, 2022, through April 29, 2023; and

**WHEREAS**, on August 22, 2023, the Parties executed the First Amendment to Agreement C-140191 to extend the term for a period of eight (8) months from May 1, 2023, to December 31, 2023, for a combined term of one (1) year and eight (8) months from May 1, 2022, to December 31, 2023; adjust the compensation rate; increase the cost by thirty-one million eight hundred twenty-five thousand one hundred eighty-seven dollars (\$31,825,187) to a new contract ceiling of seventy-seven million two hundred thirty-seven thousand two hundred fifty-six dollars (\$77,237,256); and incorporate Attachments and Exhibits; and

**WHEREAS**, on January 4, 2024, LADOT executed the Second Amendment to Agreement C-140191 to extend the term for a period of one (1) year and four (4) months from January 1, 2024, to April 30, 2025,



for a combined term of three (3) years from May 1, 2022, to April 30, 2025; adjust the compensation rate; increase the cost by sixty-one million three hundred forty-nine thousand six hundred fifty-seven dollars (\$61,349,657) to one hundred thirty-eight million five hundred eighty-six thousand nine hundred thirteen dollars (\$138,586,913); and incorporate Attachments and Exhibits; and

**WHEREAS**, on June 27, 2024, LADOT executed the Third Amendment to Agreement C-140191 to adjust the compensation rate; increase the cost by three million three hundred thirty-eight thousand six hundred fifty-four dollars (\$3,338,654) to a new contract ceiling of one hundred forty-one million nine hundred twenty-five thousand five hundred sixty-seven dollars (\$141,925,567); update the Federal Transit Administration (FTA) Contracting Provisions (Rev. 1/2024); and d) incorporate Attachments and Exhibits; and

**WHEREAS**, LADOT desires in this Fourth Amendment to C-140191 to a) amend the term to include a one (1) year term extension with an additional optional extension term of one (1) year, for a total term of up to five (5) years (May 1, 2022, through April 30, 2027); b) increase the cost ceiling by one hundred twenty-two million twenty-four thousand five hundred eighty-two dollars (\$122,024,582) for a total not-to-exceed amount of two hundred sixty-three million nine hundred fifty thousand one hundred forty-nine dollars (\$263,950,149); c) amend and add contracting language, as required by ordinance of all CITY contracts; d) revise and incorporate Attachment A -Standard Provisions for City Contracts (Rev. 1/25 [v.2]); and e) revise and incorporate Attachment B - Federal Transit Administration (FTA) Contracting Provisions Rev. 6/6/2024; and, f) revise and incorporate Exhibit 1 – Operation of the North Region Services Cost Sheets, effective May 1, 2025;

**NOW, THEREFORE**, in consideration of the above premises, and the mutual covenants and agreements herein contained, the Parties agree as follows:

1. **Section 2, TERMS OF AGREEMENT**, Subsection 2.1 - Term, is hereby amended and replaced in its entirety and a new subsection, Subsection 2.4 - Ratification, is hereby added immediately following Subsection 2.3.4.3, to read as follows:

2.1. Term

This Agreement shall be in effect for a term of up to five (5) years from May 1, 2022, through April 30, 2027, to include a one (year) term extension (May 1, 2025, through April 30, 2026) and an additional optional extension term of one (1) year, for a total term of up to five (5) years (May 1, 2022, through April 30, 2027), unless otherwise terminated in accordance with the termination provisions herein. The City reserves the right to execute the extension option with a sixty (60) day written notice to the CONTRACTOR.

2.4. Ratification

The CONTRACTOR may have provided prior services to the CITY under the terms of an executed Agreement, which included a requirement to adhere to the CITY'S Standard Provisions for City Contracts. To the extent that the CONTRACTOR provided services to the CITY prior to the execution of this Fourth Amendment to Agreement C-140191, and the CONTRACTOR'S services were performed in accordance with the terms and

conditions of this Amendment, the original Agreement, and all other Amendments to this Agreement, including the CITY'S Standard Provisions for City Contracts, those services are hereby ratified.

2. **Section 6, COMPENSATION AND PAYMENT**, third paragraph, is hereby amended in its entirety to reflect the amended not-to-exceed limit and shall read as follows:

The CITY shall pay the CONTRACTOR for the satisfactory performance of the terms and conditions of this Agreement in the amount not to exceed two hundred sixty-three million nine hundred fifty thousand one hundred forty-nine dollars (\$263,950,149), as specified in Exhibit 1- Operation of the North Region Services Cost Sheet effective May 1, 2025, subject to the following requirements below. Under no circumstances shall the CONTRACTOR be paid any amount in excess of the not-to-exceed limit.

3. **Section 9.1.1, COVID-19 Vaccination Ordinance**, which was added in Third Amendment to this Agreement, is hereby deleted in its entirety.
4. Effective the date of attestation by the Los Angeles City Clerk of this Fourth Amendment, all references to any version of the Standard Provisions for City Contracts throughout this Agreement and all previous Amendments are hereby deleted and replaced with the following: Attachment A -Standard Provisions for City Contracts (Rev. 1/25 [v.2]).
5. **Attachment A, Standard Provisions for City Contracts**, is hereby replaced in its entirety by the Attachment A -Standard Provisions for City Contracts (Rev. 1/25 [v.2], attached hereto and incorporated herein.
6. Effective the date of attestation by the Los Angeles City Clerk of this Fourth Amendment, all references to any version of the Federal Transit Administration (FTA) Contractual Provisions throughout this Agreement and all previous Amendments are hereby deleted and replaced with the following: Attachment B- Federal Transit Administration (FTA) Contractual Provisions Rev. 6/6/2024.
7. **Attachment B, Federal Transit Administration (FTA) Contractual Provisions**, is hereby replaced in its entirety by the Attachment B -Federal Transit Administration (FTA) Contractual Provisions Rev. 6/6/2024, attached hereto and incorporated herein.
8. **Exhibit 1 – Operation of the North Region Services Cost Sheets**, is hereby replaced in its entirety by Exhibit 1 – Operation of the North Region Services Cost Sheets, effective May 1, 2025, attached hereto and incorporated herein.
9. Except as herein amended, all other terms and conditions of this Agreement and all previous Amendments shall remain unchanged and in full force and effect.

**THIS SECTION INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the City of Los Angeles and the CONTRACTOR have caused this Agreement to be executed by their duly authorized representatives.

**THE CITY OF LOS ANGELES**

a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract



By: \_\_\_\_\_  
Laura Rubio-Cornejo  
General Manager  
Department of Transportation

Date: 06/06/2025

**APPROVED AS TO FORM:**

HYDEE-FELDSTEIN-SOTO, City Attorney

By: \_\_\_\_\_  
Kevin Dufner  
Deputy City Attorney

Date: \_\_\_\_\_

**ATTEST:**

PETTY F. SANTOS, Interim City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY Business License Number:

Internal Revenue Service Taxpayer Identification Number:

CITY Contracts Agreement Number: Legacy Contract #C-140191, RAMP Contract #

Council File Number:

**MV TRANSPORTATION, INC.**

a California Corporation

Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors, or a copy of the Bylaws, authorizing the individual to sign.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

## STANDARD PROVISIONS FOR CITY CONTRACTS

### TABLE OF CONTENTS

|        |   |   |
|--------|---|---|
| PSC-1  | <u>Construction of Provisions and Titles Herein</u> .....                           | 1 |
| PSC-2  | <u>Applicable Law, Interpretation and Enforcement</u> .....                         | 1 |
| PSC-3  | <u>Time of Effectiveness</u> .....  | 1 |
| PSC-4  | <u>Integrated Contract</u> .....  | 2 |
| PSC-5  | <u>Amendment</u> .....  | 2 |
| PSC-6  | <u>Excusable Delays</u> .....   | 2 |
| PSC-7  | <u>Waiver</u> .....   | 2 |
| PSC-8  | <u>Suspension</u> .....   | 2 |
| PSC-9  | <u>Termination</u> .....  | 3 |
| PSC-10 | <u>Independent Contractor</u> .....   | 5 |
| PSC-11 | <u>Contractor's Personnel</u> .....   | 5 |
| PSC-12 | <u>Assignment and Delegation</u> .....  | 6 |
| PSC-13 | <u>Permits</u> .....  | 6 |
| PSC-14 | <u>Claims for Labor and Materials</u> .....   | 6 |
| PSC-15 | <u>Current Los Angeles City Business Tax Registration Certificate Required</u> .... | 6 |
| PSC-16 | <u>Retention of Records, Audit and Reports</u> .....                                | 6 |
| PSC-17 | <u>Bonds</u> .....  | 7 |
| PSC-18 | <u>Indemnification</u> .....  | 7 |
| PSC-19 | <u>Intellectual Property Indemnification</u> .....                                  | 7 |
| PSC-20 | <u>Intellectual Property Warranty</u> .....   | 8 |
| PSC-21 | <u>Ownership and License</u> .....  | 8 |
| PSC-22 | <u>Data Protection</u> .....  | 9 |
| PSC-23 | <u>Insurance</u> .....  | 9 |

## TABLE OF CONTENTS (Continued)

|                  |  |           |
|------------------|--|-----------|
| <b>PSC-24</b>    | <b><u>Best Terms</u></b> .....   | <b>9</b>  |
| <b>PSC-25</b>    | <b><u>Warranty and Responsibility of Contractor</u></b> .....  | <b>10</b> |
| <b>PSC-26</b>    | <b><u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u></b> .....              | <b>10</b> |
| <b>PSC-27</b>    | <b><u>Child Support Assignment Orders</u></b> .....  | <b>10</b> |
| <b>PSC-28</b>    | <b><u>Living Wage Ordinance</u></b> .....  | <b>11</b> |
| <b>PSC-29</b>    | <b><u>Service Contractor Worker Retention Ordinance</u></b> .....                                    | <b>11</b> |
| <b>PSC-30</b>    | <b><u>Access and Accommodations</u></b> .....  | <b>11</b> |
| <b>PSC-31</b>    | <b><u>Contractor Responsibility Ordinance</u></b> .....  | <b>12</b> |
| <b>PSC-32</b>    | <b><u>Business Inclusion Program</u></b> .....   | <b>12</b> |
| <b>PSC-33</b>    | <b><u>Slavery Disclosure Ordinance</u></b> .....   | <b>12</b> |
| <b>PSC-34</b>    | <b><u>First Source Hiring Ordinance</u></b> .....  | <b>12</b> |
| <b>PSC-35</b>    | <b><u>Local Business Preference Ordinance</u></b> .....  | <b>12</b> |
| <b>PSC-36</b>    | <b><u>Iran Contracting Act</u></b> .....   | <b>12</b> |
| <b>PSC-37</b>    | <b><u>Restrictions on Campaign Contributions in City Elections</u></b> .....                         | <b>12</b> |
| <b>PSC-38</b>    | <b><u>Contractors' Use of Criminal History for Consideration of Employment Application</u></b> ..... | <b>13</b> |
| <b>PSC-39</b>    | <b><u>Limitation of City's Obligation to Make Payment to Contractor</u></b> .....                    | <b>13</b> |
| <b>PSC-40</b>    | <b><u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u></b> .....     | <b>14</b> |
| <b>PSC-41</b>    | <b><u>Compliance with California Public Resources Code Section 5164</u></b> .....                    | <b>14</b> |
| <b>PSC-42</b>    | <b><u>Possessory Interests Tax</u></b> .....   | <b>14</b> |
| <b>PSC-43</b>    | <b><u>Confidentiality</u></b> .....  | <b>15</b> |
| <b>PSC-44</b>    | <b><u>Contractor Data Reporting</u></b> .....  | <b>15</b> |
| <b>Exhibit 1</b> | <b><u>Insurance Contractual Requirements</u></b> .....   | <b>16</b> |



## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

##### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding



performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.



#### **PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Date: 07/09/2021

## Limits

|    |                  |
|----|------------------|
| WC | <u>Statutory</u> |
| EL | \$1,000,000      |

☐ Longshore & Harbor Workers  
☐ Jones Act

**\$5,000,000**

10

**\$15,000,000**

Discovery Period 12 Months After Completion of Work or Date of Termination

**\$2,000,000**

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☐ *\_\_\_\_\_*

## 100% of the contract price

Umbrella Liability = \$5 Million

# **ATTACHMENT B**

## **FTA Contracting Provisions (Rev. 6/6/2024)**

**ATTACHMENT B**  
**Federal Transit Administration (FTA) Contractual Provisions**

- FTA Requirements Checklist
- PART 1 – FTA Contracting Requirements
- PART 2 – FTA Required Clauses

## FTA Checklist – Service/Operations

The Proposer shall complete the following certification forms and submit them with the response to the proposal.

| ✓ | FORMS   |
|---|---|
|   | Certification of Compliance – Federal Clauses |
|   | DUNS and Email (Debarment and Suspension)     |
|   | Lobbying Requirements                         |
|   | 49 CFR part 655 (Drug and Alcohol)            |

# Federal Transit Administration (FTA) Contractual Provisions

## PART 1 – Federal Transit Administration (FTA) Contracting Requirements (rev. 6.6.2024)





**CERTIFICATION OF COMPLIANCE  
WITH FEDERALLY REQUIRED CONTRACT CLAUSES**

This Contract is subject to a financial assistance agreement between the City of Los Angeles Department of Transportation (LADOT) and the Federal Transit Administration (FTA) of the U.S. Department of Transportation. All laws, regulations, guidelines, and provisions of the financial agreement will apply to this Contract.

As an authorized representative of the Bidder, I confirm that we have received a copy of the general FTA terms and conditions applicable to this project, dated \_\_\_\_\_, and agree to these requirements as noted in "FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES FOR TRANSIT PROJECTS FUNDED THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)."

|   |        |
|---|--------|
| Project name:                           |        |
| Project address:                        |        |
| Bidder (firm) Name:                     |        |
| Authorized Representative (print):      | Title: |
| Signature of Authorized Representative: |        |
| Date:                                   |        |



## DUNS AND E-MAIL INFORMATION

The DUNS number is a unique nine-digit number established and assigned by Dun & Bradstreet, Inc. (D&B). All proposers must have a DUNS number as noted in the latest United States of America Department of Transportation Federal Transit Authority (US DOT FTA) Master Agreement in effect.

To be completed by the Bidder:

|                   |
|-------------------|
| Date:             |
| Entity (Company): |
| Project:          |
| DUNS Number:      |
| Expiration Date:  |
| E-Mail Address:   |

To obtain a DUNS number, request one at <https://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or call D&B at 866-705-5711.

## REGISTRATION IN SAM.GOV

You must have an active registration in SAM to do business with the Federal Government. The System for Award Management (SAM) is an official website of the U.S. government. Registration is free. Renew and revalidate your registration at least every 12 months from the date you registered to maintain an active status in SAM.

### How do I access or register my business in SAM?

If your point of contact has changed and you currently don't have access to the Entity Registration, please create a user account and submit a Notarized Letter to get access to the registration. If you need assistance on Renewing or updating your registration, please review the Update/Renew Quick Start Guide.

### To create an account and access SAM as a new user:

Go to [www.sam.gov](http://www.sam.gov). Click on "Create a User Account" and follow the options.

To update your entity's SAM registration, check at the SAM Homepage: [www.sam.gov](http://www.sam.gov).

## Certification for Suspension and Debarment

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

*(To be submitted with all bids exceeding \$25,000.)*

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Contractor), \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public \_\_\_\_\_

My Appointment Expires \_\_\_\_\_

## LOBBYING REQUIREMENTS

**31 U.S.C. 1352**

**2 CFR § 200.450**

**49 CFR Part 20**

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors 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 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 the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Appendix A, 49 CFR Part 20 Certification Regarding Lobbying)

*(To be submitted with each bid or offer exceeding \$100,000)*

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

- (1) 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.



- (2) 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.*.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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, (company name) \_\_\_\_\_, 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.

Print Name and Title of  
Contractor's Authorized Official:

Signature:

Date:

BIDDER/PROPOSER: \_\_\_\_\_

**CERTIFICATE OF COMPLIANCE WITH 49 CFR PART 655,  
PREVENTION OF ALCOHOL MISUSE AND  
PROHIBITED DRUG USE IN TRANSIT OPERATIONS**

**Bidder/Proposer hereby certifies that:**

**A. Safety Sensitive Functions Requirement**

(Choose one of the following alternatives by checking the appropriate box)

1. ☐ To the best of my knowledge and belief the Work required under the Contract WILL NOT require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

OR

2. ☐ To the best of my knowledge and belief the Work required under the Contract WILL require the performance of "Safety Sensitive Functions" as defined in 49 CFR Part 655.

If alternative A.1 was chosen, Bidder/Proposer shall proceed directly to Section D.

If alternative A.2 was chosen, Bidder/Proposer must complete Section B, parts 1 and 2, and Section C, prior to proceeding to Section D.

**B. Required Drug and Alcohol Programs**

**1. Anti-drug Use and Alcohol Misuse Program**

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

OR

- b. ☐ Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

**2. Drug and Alcohol Testing Program**

(Choose one of the following alternatives by checking the appropriate box)

- a. ☐ Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

OR

- b. ☐ Bidder/Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

BIDDER/PROPOSER: \_\_\_\_\_

**C. Submittals**

If Bidder/Proposer marked Section A.2 above, Bidder/Proposer understands and acknowledges that it must submit (1) its Anti-drug Use and Alcohol Misuse Program and (2) its Drug and Alcohol Testing Program to LADOT for review and approval prior to contract award.

Bidder/Proposer Initials \_\_\_\_\_

**D. Signatures**

Bidder/Proposer: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Federal Transit Administration (FTA) Contractual Provisions

## PART 2- Federal Transit Administration (FTA) Required Clauses (rev. 6.6.2024)



## FTA Clauses – Service & Operations

|  |
|--|
| Fly America  |
| Charter Service  |
| School Bus Operations  |
| Energy Conservation  |
| Clean Air, Federal Water Pollution Control Act   |
| Anti-Lobbying  |
| Solid Wastes   |
| Access to Records and Reports  |
| Federal Changes  |
| Recycled Products  |
| Contract Work Hours and Safety Standards Act   |
| Rights to Inventions Made Under a Contract or Agreement                                |
| Procurement of recovered materials   |
| Simplified Acquisition Threshold   |
| Special Notification Requirements for States   |
| Prohibition on certain telecommunications and video surveillance services or equipment |
| Notification to FTA; Flow Down Requirement   |
| No Federal Government Obligations to Third Parties                                     |
| Program Fraud and False or Fraudulent Statements and Related Acts                      |
| Termination  |
| Debarment and Suspension (Non-procurement)   |
| Privacy Act  |
| Civil Rights Laws and Regulations  |
| Violation and Breach of Contract   |

|   |
|---|
| Public Transportation Employee Protective Arrangements            |
| Davis-Bacon Act   |
| Disadvantaged Business Enterprises (DBE)                          |
| Prompt Payment  |
| Federal Tax Liability and Recent Felony Convictions               |
| Incorporation of Federal Transit Administration (FTA) Terms       |
| Drug and Alcohol Testing  |
| Full and Open Competition   |
| Prohibition Against Exclusionary or Discriminatory Specifications |
| Conformance with ITS National Architecture                        |
| Patent Rights and Rights in Data                                  |
| Americans with Disabilities Act (ADA)                             |
| Notification of Federal Participation                             |
| Interest of Member or Delegates to Congress                       |
| Ineligible Contractors and Subcontractors                         |
| Veterans Preference   |
| Other Contract Requirements                                       |
| Compliance with Federal Regulations                               |
| Access to Services for Persons with Limited English Proficiency   |
| Environmental Justice   |
| Geographic Information and Related Spatial Data                   |
| Geographic Preference   |
| Organizational Conflicts of Interest                              |
| Federal Single Audit Requirements                                 |
| Safe Operation of Motor Vehicles                                  |

## **FEDERALLY REQUIRED AND OTHER CONTRACT CLAUSES FOR TRANSIT PROJECTS FUNDED THROUGH THE FEDERAL TRANSIT ADMINISTRATION (FTA)**

### **Notification of Federal Participation**

The selected team of consultants/contractors for this project are subject to financial assistance obligations between the City of Los Angeles Department of Transportation (LADOT or the Agency) and the FTA of the U.S. Department of Transportation. All laws, regulations, guidelines, and provisions of the financial assistance agreement will apply to this Contract.

The following clauses are applicable to this contract and are part of the contract requirements.

Each clause has flow down requirements. These requirements state responsibilities under Federal laws, regulations, or directives, of third-party contractors and their contracts at every tier and sub-recipients and their sub-agreements at every tier.

#### **FLY AMERICA**

a) Definitions. As used in this clause—

1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411. b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services. c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**CHARTER SERVICE**

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

**SCHOOL BUS OPERATIONS**

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(f); 2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605; 3. Any other Federal School Bus regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or 2.
- Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

**ENERGY CONSERVATION**

The contractor 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.

**CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued

pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and 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. The following applies for contracts of amounts in excess of \$150,000:

#### Clean Air Act

- (1) The contractor 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.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

- (1) The contractor 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. (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

#### **BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 the Agency.

#### **SOLID WASTES**

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must 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 CFR 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

### **ACCESS TO RECORDS AND REPORTS**

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

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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. Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under of its Award, the accompanying Underlying Agreement, and any Amendments thereto, and to make site visits as needed in compliance with the U.S. DOT Common Rules.

### **FEDERAL CHANGES**

49 CFR Part 18 Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **RECYCLED PRODUCTS**

The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct that third party contracts of \$10,000 or more with governmental recipients specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: <http://www.epa.gov/cpg/backgrnd.htm>.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to 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.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of

this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

#### **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Recipient or subrecipient wishes to enter into a contract 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,” the recipient or subrecipient must comply with the requirements of 37 CFR 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.

#### **PROCUREMENT OF RECOVERED MATERIALS**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must 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 CFR 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 by 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.

1. Environmentally Preferable Products Purchasing Program: In accordance with City of Los Angeles Administrative Code Section 10.32 et seq., it is the policy of the City to specify and purchase Environmentally Preferable Products and services where criteria have been established by governmental or other widely recognized and respected third-party authorities.
2. Suppliers and Contractors are encouraged to offer environmentally preferable products and services at competitive prices, and to consider environmental impacts of service delivery by using environmentally preferable products and delivery methods whenever possible. Suppliers shall certify in writing the minimum, if not the exact percentage of Recycled Material, both Post- Consumer Recycled Content and Secondary Waste, and other environmental attributes in products to be provided in the performance of any awarded contract. The supplier shall provide such certification even in instances in which the product contains no Recycled Material or other environmental attributes. Failure to



provide such certification shall result in the product being deemed to contain no Recycled Material or Environmentally Preferable attributes.

### **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).)

### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Recipients and subrecipients are prohibited from obligating or expending loan or grant 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:

- a. telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - b. 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).
  - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.
4. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

#### **NOTIFICATION TO FTA; FLOW DOWN REQUIREMENT**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient 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 sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- a. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- c. Additional Notice to U.S. DOT Inspector General. The Recipient 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 Recipient 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient 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 Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by 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.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

(1) *Civil Fraud.* The Recipient acknowledges and agrees that:

- (i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31.
- (ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the

Recipient provides to the Federal Government.

- (iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

- (2) *Criminal Fraud.* The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

## **TERMINATION**

### Termination for Convenience (General Provision)

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

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

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will 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 Agency that the Contractor 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 Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [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 Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the

right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency'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 Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency 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 Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor 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 Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor 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 Agency.

**DEBARMENT AND SUSPENSION**

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "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 Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- a. Complies with federal debarment and suspension requirements; and
- b. Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

**PRIVACY ACT**

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**CIVIL RIGHTS LAWS AND REGULATIONS**

**1 Federal Equal Employment Opportunity (EEO) Requirements.** Each FTA recipient has agreed that it and its third party contractors at each tier will comply with:

These include, but are not limited to:

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

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

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

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

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

## **VIOLATION AND BREACH OF CONTRACT**

### **Rights and Remedies of the Agency**

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

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;
3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

### **Rights and Remedies of Contractor**

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

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Contract will be a default of this Contract. In the event of a default, the Agency 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 Contractor recognizes that in the event of a breach of this Contract by the Contractor before the Agency takes action contemplated herein, the Agency will provide the Contractor with sixty (60) days written notice that the Agency considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by an authorized representative of Agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Agency's authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Agency's authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the Agency's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by Agency, Contractor 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 Agency and the Contractor arising out of or relating to this Contract 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 Agency 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 Agency or Contractor 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.

### **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Recipient agrees to comply and assures that each Third Party Participant will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- (1) *U.S. DOL Certification.* When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions.
- (2) *Special Warranty.* When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions.
- (3) *Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310.* The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

**DAVIS-BACON ACT**

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be 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, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 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 Act provides that each Contractor or subrecipient must 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:

(1) *Statutory and Regulatory Requirements.* The Recipient agrees to comply with:

- (i) Section 11101(e) of IIJA; 54
- (ii) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26; and
- (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.

(2) *DBE Program Requirements.* A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.

(3) *Special Requirements for a Transit Vehicle Manufacturer (TVM)*. The Recipient agrees that:

- (i) *TVM Certification*. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and
- (ii) *Reporting TVM Awards*. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing. It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs"), 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.

#### **PROMPT PAYMENT**

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

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

#### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) *Transactions Prohibited*.

- (i) The Recipient agrees that, prior to entering into any Third Party Agreement with any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the Recipient will obtain from the prospective Third Party Participant a certification that the Third Party Participant—

(A) Does not have 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; and

(B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. 26

- (ii) If the prospective Third Party Participant cannot so certify, the Recipient agrees to refer the matter to FTA and not to enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- (2) *Flow-Down.* The Recipient agrees to require all Third Party Participants to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

#### **INCORPORATION OF FTA TERMS**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions of this Agreement and the clauses herein include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, 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. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause Participant to be in violation of the FTA terms and conditions.

#### **DRUG AND ALCOHOL TESTING/SUBSTANCE ABUSE REQUIREMENTS**

(a) *Drug-Free Workplace.* The Recipient agrees to:

- (1) Comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.;
- (2) Comply with U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32; and
- (3) Follow and facilitate compliance with U.S. OMB regulatory guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32.

(b) *Alcohol Misuse and Prohibited Drug Use.*

- (1) Requirements. The Recipient agrees to comply and assures that its Third Party

Participants will comply with:

- (i) Federal transit laws, specifically 49 U.S.C. § 5331;
  - (ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and
  - (iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
- (2) *Remedies for Non-Compliance.* The Recipient agrees that if FTA determines that the Recipient or a Third Party Participant receiving federal assistance under 49 U.S.C.

chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

#### **FULL AND OPEN COMPETITION**

The Recipient agrees to conduct all its third party procurements using full and open competition as provided in 49 U.S.C. § 5325(a), and as determined by FTA.

#### **PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS**

The Recipient agrees that it will not use any federal assistance under 49 U.S.C. chapter 53 for any procurement based on exclusionary or discriminatory specifications, as provided in 49 U.S.C. § 5325(h), unless authorized by other applicable federal laws, regulations, or requirements.

#### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by 23 U.S.C. Section 517(d) and FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 FR 1455 et seq., January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

#### **PATENT RIGHTS AND RIGHTS IN DATA**

##### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance 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 FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term “subject data” means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of “subject data” include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical

reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**AMERICANS WITH DISABILITIES ACT (ADA)**

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

- (1) Federal laws, including:
  - (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities; 57
  - (ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
    - (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
    - (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
  - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
  - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
  - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
  - (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
  - (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
  - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38;
  - (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger

Vessels,” 49 CFR Part 39;

- (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36; 58
- (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F;
- (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;
- (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
- (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

#### **NOTIFICATION OF FEDERAL PARTICIPATION**

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

#### **INTEREST OF MEMBERS OR DELEGATES TO CONGRESS**

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

#### **INELIGIBLE CONTRACTORS AND SUBCONTRACTORS**

Any name appearing upon the Comptroller General’s list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.



**VETERANS PREFERENCE**

As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients: (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53; and (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

**OTHER CONTRACT REQUIREMENTS**

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

**COMPLIANCE WITH FEDERAL REGULATIONS**

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

**ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY** To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

- (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and
- (2) (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

**ENVIRONMENTAL JUSTICE**

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and

(3) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

#### **GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA**

The Recipient agrees that each Project or related activity that implements the Award will conform to the Federal Geographic Data Committee’s National Spatial Data Infrastructure if the Project or related activity directly or indirectly involves spatial data, or geographic information systems, and it will follow U.S. OMB Circular A-16, “Coordination of Geographic Information and Related Spatial Data Activities,” August 19, 2002, and U.S. OMB Circular A-16 Supplemental Guidance, “Geospatial Line of Business,” November 10, 2010.

#### **GEOGRAPHIC PREFERENCE**

The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law (for example, 66 Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117- 58), regulation, requirement, or guidance.

#### **ORGANIZATIONAL CONFLICTS OF INTEREST**

Engaging in practices that result in organizational conflicts of interest is prohibited per 2 C.F.R. § 200.112, *Conflict of interest*. The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.

(1) Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:

- a. Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
- b. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
- c. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

(2) Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of FTA C 4220.1F Page 6 11/01/2008 Rev. 1, 04/14/2009 Rev. 2, 07/01/2010 Rev. 3, 02/15/2011 Rev. 4, 03/18/2013 interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

**FEDERAL SINGLE AUDIT REQUIREMENTS**

The Recipient agrees that it must obtain an annual “Single Audit,” which is a financial and compliance audit consistent with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT “Single Audit” requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200, for each Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement.

**SAFE OPERATION OF MOTOR VEHICLES****Seat Belt Use**

In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

**Texting While Driving and Distracted Driving**

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

**Exhibits 1A, 1B, 1C, and 1D**

**Operation of South Region Services  
Cost Sheets**

**EXHIBIT 1A**  
**OPERATION OF THE EXISTING NORTH REGION SERVICES WITH A SHARED-USE TRANSIT MAINTENANCE FACILITY**

| <b>Form C-5A</b>   | <b>Year 1</b><br>(5/1/2022 - 4/30/2023) | <b>Year 2</b><br>(5/1/2023 - 4/30/2024) | <b>Year 3</b><br>(5/1/2024 - 4/30/2025) | <b>Year 4</b><br>(5/1/2025 - 4/30/2026) | <b>Option Year 5</b><br>(5/1/2026 - 4/30/2027) | <b>Maximum Allowable</b> |
|--|---|---|---|---|--|--------------------------|
| Hourly Rate  | \$178.40                                | \$186.96                                | \$195.55                                | \$273.62                                | \$285.80                                       |                          |
| Annual Revenue Service Hours                               | 113,089.53                              | 113,089.53                              | 113,089.53                              | 113,089.53                              | 113,089.53                                     |                          |
| Start-up Costs   | \$176,819                               |   |   |   |  | \$176,819                |
| Total Cost   | \$20,351,965                            | \$21,143,474                            | \$22,114,744                            | \$30,943,349                            | \$32,320,642                                   | \$126,874,174            |
| Line Item 1: Fuel Costs and Electric Charging Costs        | \$6,810,000                             | \$6,810,000                             | \$6,810,000                             | \$6,810,000                             | \$6,810,000                                    | \$34,050,000             |
| Line Item 2: Facility Utilities                            | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                                      | \$1,800,000              |
| Line Item 3: As needed Facility Costs                      | \$1,350,000                             | \$900,000                               | \$900,000                               | \$900,000                               | \$900,000                                      | \$4,950,000              |
| Line Item 4: Year-by-Year Incremental Increase in Driver's | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                       | \$175,000                |
| Line Item 5: As needed Service Costs                       | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                       | \$300,000                |
| Line Item 6: As needed Capital Costs                       | \$30,000                                | \$30,000                                | \$30,000                                | \$60,000                                | \$60,000                                       | \$210,000                |
| Line Item 7: Vehicle Leasing Costs                         | \$500,000                               | \$0                                     | \$0                                     | \$0                                     | \$0  | \$500,000                |
| Line Item 8: Facility Capital Costs                        | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                       | \$241,898                |
| Line Item 9: Facility Maintenance Costs                    | \$32,943                                | \$33,931                                | \$34,949                                | \$35,997                                | \$37,078                                       | \$174,898                |
| Line Item 10: Downtown Layover Costs                       | \$147,966                               | \$354,513                               | \$1,185,529                             | \$1,226,744                             | \$1,275,098                                    | \$4,189,850              |
| Line Item 11: Annual Ride Check Option Cost                | \$50,826                                | \$52,351                                | \$53,921                                | \$55,539                                | \$57,206                                       | \$269,843                |
| Line Item 12: Market Adjustment                            | \$600,000                               | \$1,625,000                             | \$1,725,000                             |   |  | \$3,950,000              |
| Line Item 13: PPE  |   |   |   |   |  | \$100,000                |
| Line Item 14: As needed Employee Parking                   |   |   |   |   |  | \$100,000                |
| Line Item 15: Driver Wage Increase                         |   | \$278,975                               | \$2,692,699                             |   |  | \$2,971,674              |
|  |   | <b>Total Maximum</b>                    |   |   |  | <b>\$180,857,337</b>     |

|  |          |           |          |          |          |
|--|----------|-----------|----------|----------|----------|
| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |           |          |          |          |
| Between 10.1% to 15%   | \$2.87   | (\$0.68)  | (\$0.98) | \$18.54  | \$18.69  |
| Between 15.1% to 20%   | \$6.78   | \$4.43    | \$2.99   | \$23.76  | \$24.34  |
| Between 20.1% to 30%   | \$17.84  | \$15.20   | \$15.40  | \$41.33  | \$41.70  |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |           |          |          |          |
| Between 10.1% to 15%   | (\$3.16) | (\$4.76)  | (\$4.14) | (9.28)   | (8.87)   |
| Between 15.1% to 20%   | (\$4.68) | (\$5.51)  | (\$4.89) | (12.72)  | (11.49)  |
| Between 20.1% to 30%   | (\$8.48) | (\$10.56) | (\$9.09) | (20.33)  | (17.84)  |
| Between 30.1% to 40%   | ---      | ---       | ---      | (22.60)  | (19.28)  |
| Between 40.1% to 50%   | ---      | ---       | ---      | (26.46)  | (22.66)  |
| Between 50.1% to 60%   | ---      | ---       | ---      | (29.86)  | (25.75)  |
| From Proposal Form C-5A  |          |           |          |          |          |
| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |           |          |          |          |
| Between 10.1% to 15%   | \$181.27 | \$186.28  | \$194.57 | \$292.16 | \$304.49 |
| Between 15.1% to 20%   | \$185.18 | \$191.40  | \$198.54 | \$297.38 | \$310.14 |
| Between 20.1% to 30%   | \$196.23 | \$202.17  | \$210.95 | \$314.95 | \$327.50 |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |           |          |          |          |
| Between 10.1% to 15%   | \$175.24 | \$182.20  | \$191.41 | \$264.34 | \$276.93 |
| Between 15.1% to 20%   | \$173.72 | \$181.45  | \$190.66 | \$260.90 | \$274.31 |
| Between 20.1% to 30%   | \$169.92 | \$176.41  | \$186.46 | \$253.29 | \$267.96 |
| Between 30.1% to 40%   | ---      | ---       | ---      | \$251.02 | \$266.52 |
| Between 40.1% to 50%   | ---      | ---       | ---      | \$247.16 | \$263.14 |
| Between 50.1% to 60%   | ---      | ---       | ---      | \$243.76 | \$260.05 |

**EXHIBIT 1B**  
**OPERATION OF THE ANTICIPATED NORTH REGION SERVICES WITH A SHARED-USE TRANSIT MAINTENANCE FACILITY**

| <b>Form C-5D</b>   | <b>Year 1</b><br>(5/1/2022 - 4/30/2023) | <b>Year 2</b><br>(5/1/2023 - 4/30/2024) | <b>Year 3</b><br>(5/1/2024 - 4/30/2025) | <b>Year 4</b><br>(5/1/2025 - 4/30/2026) | <b>Option Year 5</b><br>(5/1/2026 - 4/30/2027) | <b>Maximum Allowable</b> |
|--|---|---|---|---|--|--------------------------|
| Hourly Rate  | \$120.35                                | \$127.27                                | \$130.88                                | \$176.12                                | \$190.85                                       |                          |
| Annual Revenue Service Hours                               | 277,799.10                              | 277,799.10                              | 277,799.10                              | 277,799.10                              | 277,799.10                                     |                          |
| Start-up Costs   | \$634,837                               |   |   |   |  | \$634,837                |
| Total Cost   | \$34,068,603                            | \$35,355,114                            | \$36,359,584                            | \$48,924,845                            | \$53,018,064                                   | \$207,726,210            |
| Line Item 1: Fuel Costs and Electric Charging Costs        | \$6,850,000                             | \$6,850,000                             | \$6,850,000                             | \$6,850,000                             | \$6,850,000                                    | \$34,250,000             |
| Line Item 2: Facility Utilities                            | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                                      | \$1,800,000              |
| Line Item 3: As needed Facility Costs                      | \$1,350,000                             | \$900,000                               | \$900,000                               | \$900,000                               | \$900,000                                      | \$4,950,000              |
| Line Item 4: Year-by-Year Incremental Increase in Driver's | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                       | \$175,000                |
| Line Item 5: As needed Service Costs                       | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                       | \$300,000                |
| Line Item 6: As needed Capital Costs                       | \$30,000                                | \$30,000                                | \$30,000                                | \$60,000                                | \$60,000                                       | \$210,000                |
| Line Item 7: Vehicle Leasing Costs                         | \$500,000                               | \$0                                     | \$0                                     | \$0                                     | \$0  | \$500,000                |
| Line Item 8: Facility Capital Costs                        | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                       | \$241,898                |
| Line Item 9: Facility Maintenance Costs                    | \$32,943                                | \$33,931                                | \$34,949                                | \$35,997                                | \$37,078                                       | \$174,898                |
| Line Item 10: Downtown Layover Costs                       | \$147,966                               | \$354,513                               | \$1,185,529                             | \$1,226,744                             | \$1,275,098                                    | \$4,189,850              |
| Line Item 11: Annual Ride Check Option Cost                | \$99,379                                | \$102,360                               | \$105,431                               | \$55,539                                | \$57,206                                       | \$419,916                |
| Line Item 12: Market Adjustment                            | \$600,000                               | \$1,625,000                             | \$1,725,000                             |   |  | \$3,950,000              |
| Line Item 13: PPE  |   |   |   |   |  | \$100,000                |
| Line Item 14: As needed Employee Parking                   |   |   |   |   |  | \$100,000                |
| Line Item 15: Driver Wage Increase                         |   | \$560,017                               | \$2,778,637                             |   |  | \$3,338,654              |
|  |   | <b>Total Maximum</b>                    |   |   |  | <b>\$262,426,425</b>     |

| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |         |         |
|--|----------|----------|----------|---------|---------|
| Between 10.1% to 15%   | \$2.58   | \$0.39   | (\$1.13) | \$8.67  | \$8.03  |
| Between 15.1% to 20%   | \$4.24   | \$1.48   | (\$0.12) | \$11.54 | \$10.48 |
| Between 20.1% to 30%   | \$10.22  | \$6.50   | \$4.79   | \$19.92 | \$17.86 |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |         |         |
| Between 10.1% to 15%   | \$0.43   | (\$1.65) | (\$1.72) | (0.31)  | (0.53)  |
| Between 15.1% to 20%   | (\$0.10) | (\$1.87) | (\$1.88) | 2.03    | 1.99    |
| Between 20.1% to 30%   | (\$0.95) | (\$3.52) | (\$2.44) | 2.73    | 2.80    |
| Between 30.1% to 40%   | ---      | ---      | ---      | (1.00)  | (1.12)  |
| Between 40.1% to 50%   | ---      | ---      | ---      | (2.74)  | (2.94)  |
| Between 50.1% to 60%   | ---      | ---      | ---      | (3.61)  | (3.80)  |

From Proposal Form C-5D

| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |          |          |
|--|----------|----------|----------|----------|----------|
| Between 10.1% to 15%   | \$122.93 | \$127.66 | \$129.76 | \$184.78 | \$198.88 |
| Between 15.1% to 20%   | \$124.60 | \$128.75 | \$130.76 | \$187.66 | \$201.33 |
| Between 20.1% to 30%   | \$130.57 | \$133.77 | \$135.68 | \$196.04 | \$208.71 |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |          |          |
| Between 10.1% to 15%   | \$120.78 | \$125.62 | \$129.16 | \$175.81 | \$190.32 |
| Between 15.1% to 20%   | \$120.26 | \$125.39 | \$129.00 | \$178.15 | \$192.84 |
| Between 20.1% to 30%   | \$119.40 | \$123.75 | \$128.44 | \$178.84 | \$193.65 |
| Between 30.1% to 40%   | ---      | ---      | ---      | \$175.11 | \$189.73 |
| Between 40.1% to 50%   | ---      | ---      | ---      | \$173.37 | \$187.91 |
| Between 50.1% to 60%   | ---      | ---      | ---      | \$172.51 | \$187.05 |

**EXHIBIT 1C**  
**OPERATION OF THE EXISTING NORTH REGION SERVICES TRANSIT MAINTENANCE FACILITY NOT SHARED**

| <b>Form C-8A</b>   | <b>Year 1</b><br>(5/1/2022 - 4/30/2023) | <b>Year 2</b><br>(5/1/2023 - 4/30/2024) | <b>Year 3</b><br>(5/1/2024 - 4/30/2025) | <b>Year 4</b><br>(5/1/2025 - 4/30/2026) | <b>Option Year 5</b><br>(5/1/2026- 4/30/2027) | <b>Maximum Allowable</b> |
|--|---|---|---|---|---|--------------------------|
| Hourly Rate  | \$180.45                                | \$189.07                                | \$197.73                                | \$276.91                                | \$289.18                                      |                          |
| Annual Revenue Service                                     | 113,089.53                              | 113,089.53                              | 113,089.53                              | 113,089.53                              | 113,089.53                                    |                          |
| Start-up Costs   | \$176,819                               |   |   |   |   | \$176,819                |
| Total Cost   | \$20,583,388                            | \$21,382,081                            | \$22,360,761                            | \$31,315,593                            | \$32,703,537                                  | \$128,345,360            |
| Line Item 1: Fuel Costs and Electric Charging Costs        | \$6,810,000                             | \$6,810,000                             | \$6,810,000                             | \$6,810,000                             | \$6,810,000                                   | \$34,050,000             |
| Line Item 2: Facility Utilities                            | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                                     | \$1,800,000              |
| Line Item 3: As needed Facility Costs                      | \$1,350,000                             | \$900,000                               | \$900,000                               | \$900,000                               | \$900,000                                     | \$4,950,000              |
| Line Item 4: Year-by-Year Incremental Increase in Driver's | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                      | \$175,000                |
| Line Item 5: As needed Service Costs                       | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                      | \$300,000                |
| Line Item 6: As needed Capital Costs                       | \$30,000                                | \$30,000                                | \$30,000                                | \$60,000                                | \$60,000                                      | \$210,000                |
| Line Item 7: Vehicle Leasing Costs                         | \$500,000                               | \$0                                     | \$0                                     | \$0                                     | \$0   | \$500,000                |
| Line Item 8: Facility Capital Costs                        | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                      | \$241,898                |
| Line Item 9: Facility Maintenance Costs                    | \$32,943                                | \$33,931                                | \$34,949                                | \$35,997                                | \$37,078                                      | \$174,898                |
| Line Item 10: Downtown Layover Costs                       | \$147,966                               | \$354,513                               | \$1,185,529                             | \$1,226,744                             | \$1,275,098                                   | \$4,189,850              |
| Line Item 11: Annual Ride Check Option Cost                | \$50,826                                | \$52,351                                | \$53,921                                | \$55,539                                | \$57,206                                      | \$269,843                |
| Line Item 12: Market Adjustment                            | \$600,000                               | \$1,625,000                             | \$1,725,000                             |   |   | \$3,950,000              |
| Line Item 13: PPE  |   |   |   |   |   | \$100,000                |
| Line Item 14: As needed Employee Parking                   |   |   |   |   |   | \$100,000                |
| Line Item 15: Driver Wage Increase                         |   | \$278,975                               | \$2,692,699                             |   |   | \$2,971,674              |
|  |   | <b>Total Maximum</b>                    |   |   |   | <b>\$182,328,524</b>     |

|  |          |           |          |         |         |
|--|----------|-----------|----------|---------|---------|
| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |           |          |         |         |
| Between 10.1% to 15%   | \$3.24   | (\$0.31)  | (\$0.59) | \$19.33 | \$19.50 |
| Between 15.1% to 20%   | \$7.29   | \$4.96    | \$3.53   | \$24.61 | \$25.22 |
| Between 20.1% to 30%   | \$18.71  | \$16.11   | \$16.33  | \$42.77 | \$43.19 |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |           |          |         |         |
| Between 10.1% to 15%   | (\$3.35) | (\$4.95)  | (\$4.34) | (9.58)  | (9.18)  |
| Between 15.1% to 20%   | (\$4.94) | (\$5.79)  | (\$5.17) | (13.15) | (11.93) |
| Between 20.1% to 30%   | (\$8.89) | (\$10.98) | (\$9.53) | (20.99) | (18.52) |
| Between 30.1% to 40%   | ---      | ---       | ---      | (23.45) | (20.15) |
| Between 40.1% to 50%   | ---      | ---       | ---      | (27.48) | (23.70) |
| Between 50.1% to 60%   | ---      | ---       | ---      | (31.02) | (26.95) |

|  |          |          |          |          |          |
|--|----------|----------|----------|----------|----------|
| From Proposal Form C-8A  |          |          |          |          |          |
| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |          |          |          |          |
| Between 10.1% to 15%   | \$183.68 | \$188.76 | \$197.13 | \$296.24 | \$308.68 |
| Between 15.1% to 20%   | \$187.74 | \$194.03 | \$201.26 | \$301.52 | \$314.40 |
| Between 20.1% to 30%   | \$199.16 | \$205.18 | \$214.06 | \$319.68 | \$332.37 |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 113,089.53 Revenue Service Hours |          |          |          |          |          |
| Between 10.1% to 15%   | \$177.09 | \$184.12 | \$193.39 | \$267.33 | \$280.00 |
| Between 15.1% to 20%   | \$175.50 | \$183.28 | \$192.55 | \$263.76 | \$277.25 |
| Between 20.1% to 30%   | \$171.56 | \$178.09 | \$188.20 | \$255.92 | \$270.67 |
| Between 30.1% to 40%   | ---      | ---      | ---      | \$253.46 | \$269.03 |
| Between 40.1% to 50%   | ---      | ---      | ---      | \$249.43 | \$265.48 |
| Between 50.1% to 60%   | ---      | ---      | ---      | \$245.89 | \$262.24 |

**EXHIBIT 1D**  
**OPERATION OF THE ANTICIPATED NORTH REGION SERVICES TRANSIT MAINTENANCE FACILITY NOT SHARED**

| <b>Form C-8D</b>   | <b>Year 1</b><br>(5/1/2022 - 4/30/2023) | <b>Year 2</b><br>(5/1/2023 - 4/30/2024) | <b>Year 3</b><br>(5/1/2024 - 4/30/2025) | <b>Year 4</b><br>(5/1/2025 - 4/30/2026) | <b>Option Year 5</b><br>(5/1/2026- 4/30/2027) | <b>Maximum Allowable</b> |
|--|---|---|---|---|---|--------------------------|
| Hourly Rate  | \$121.19                                | \$128.27                                | \$131.77                                | \$177.48                                | \$192.25                                      |                          |
| Annual Revenue Service Hours                               | 277,799.10                              | 277,799.10                              | 277,799.10                              | 277,799.10                              | 277,799.10                                    |                          |
| Start-up Costs   | \$634,837                               |   |   |   |   | \$634,837                |
| Total Cost   | \$34,300,027                            | \$35,634,144                            | \$36,605,600                            | \$49,302,983                            | \$53,407,178                                  | \$209,249,933            |
| Line Item 1: Fuel Costs and Electric Charging Costs        | \$6,850,000                             | \$6,850,000                             | \$6,850,000                             | \$6,850,000                             | \$6,850,000                                   | \$34,250,000             |
| Line Item 2: Facility Utilities                            | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                               | \$360,000                                     | \$1,800,000              |
| Line Item 3: As needed Facility Costs                      | \$1,350,000                             | \$900,000                               | \$900,000                               | \$900,000                               | \$900,000                                     | \$4,950,000              |
| Line Item 4: Year-by-Year Incremental Increase in Driver's | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                | \$35,000                                      | \$175,000                |
| Line Item 5: As needed Service Costs                       | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                | \$60,000                                      | \$300,000                |
| Line Item 6: As needed Capital Costs                       | \$30,000                                | \$30,000                                | \$30,000                                | \$60,000                                | \$60,000                                      | \$210,000                |
| Line Item 7: Vehicle Leasing Costs                         | \$500,000                               | \$0                                     | \$0                                     | \$0                                     | \$0   | \$500,000                |
| Line Item 8: Facility Capital Costs                        | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                | \$48,380                                      | \$241,899                |
| Line Item 9: Facility Maintenance Costs                    | \$32,943                                | \$33,931                                | \$34,949                                | \$35,997                                | \$37,078                                      | \$174,898                |
| Line Item 10: Downtown Layover Costs                       | \$147,966                               | \$354,513                               | \$1,185,529                             | \$1,226,744                             | \$1,275,098                                   | \$4,189,850              |
| Line Item 11: Annual Ride Check Option Cost                | \$99,379                                | \$102,360                               | \$105,431                               | \$55,539                                | \$57,206                                      | \$419,915                |
| Line Item 12: Market Adjustment                            | \$600,000                               | \$1,625,000                             | \$1,725,000                             |   |   | \$3,950,000              |
| Line Item 13: PPE  |   |   |   |   |   | \$100,000                |
| Line Item 14: As needed Employee Parking                   |   |   |   |   |   | \$100,000                |
| Line Item 15: Driver Wage Increase                         |   | \$560,017                               | \$2,778,637                             |   |   | \$3,338,654              |
|  |   | <b>Total Maximum</b>                    |   |   |   | <b>\$263,950,149</b>     |

| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |         |         |
|--|----------|----------|----------|---------|---------|
| Between 10.1% to 15%   | \$2.73   | \$0.40   | (\$0.97) | \$8.88  | \$8.25  |
| Between 15.1% to 20%   | \$4.45   | \$1.55   | \$0.10   | \$11.85 | \$10.80 |
| Between 20.1% to 30%   | \$10.57  | \$6.73   | \$5.17   | \$20.91 | \$18.95 |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |         |         |
| Between 10.1% to 15%   | \$0.36   | (\$1.87) | (\$1.80) | (0.45)  | (0.68)  |
| Between 15.1% to 20%   | (\$0.20) | (\$2.13) | (\$2.00) | 1.83    | 1.79    |
| Between 20.1% to 30%   | (\$1.12) | (\$3.84) | (\$2.62) | 2.31    | 2.36    |
| Between 30.1% to 40%   | ---      | ---      | ---      | (1.40)  | (1.53)  |
| Between 40.1% to 50%   | ---      | ---      | ---      | (3.23)  | (3.44)  |
| Between 50.1% to 60%   | ---      | ---      | ---      | (4.17)  | (4.38)  |

| From Proposal Form C-8D  |          |          |          |          |          |
|--|----------|----------|----------|----------|----------|
| Hourly Rate Adjustments for Decrease in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |          |          |
| Between 10.1% to 15%   | \$123.91 | \$128.67 | \$130.80 | \$186.36 | \$200.50 |
| Between 15.1% to 20%   | \$125.64 | \$129.82 | \$131.87 | \$189.33 | \$203.06 |
| Between 20.1% to 30%   | \$131.76 | \$135.00 | \$136.94 | \$198.39 | \$211.20 |
| Hourly Rate Adjustments for Increase in Revenue Service Hours from Base Annual of 277,799.10 Revenue Service Hours |          |          |          |          |          |
| Between 10.1% to 15%   | \$121.54 | \$126.40 | \$129.97 | \$177.03 | \$191.57 |
| Between 15.1% to 20%   | \$120.98 | \$126.14 | \$129.77 | \$179.31 | \$194.04 |
| Between 20.1% to 30%   | \$120.07 | \$124.43 | \$129.15 | \$179.79 | \$194.61 |
| Between 30.1% to 40%   | ---      | ---      | ---      | \$176.08 | \$190.72 |
| Between 40.1% to 50%   | ---      | ---      | ---      | \$174.25 | \$188.81 |
| Between 50.1% to 60%   | ---      | ---      | ---      | \$173.30 | \$187.87 |