



Certified: --

E-120-23

FILED WITH THE NASSAU COUNTY CLERK
OF THE LEGSLATURE OCTOBER 4TH, 2023
5:37 PM

NIFS ID: CQPW23000006

Capital: X

Contract ID #: CQPW23000006

NIFS Entry Date: 08/17/2023

Department: Public Works

Service: NC Fixed Route

Bus/Paratransit-Management/Operation/Maintenance-PW2020-01R

Term: from 01/01/2024 to 12/31/2030

Contract Delayed:

| | | |
|---|----------------|--------------|
| Slip Type: New | | |
| CRP: | | |
| Blanket Resolution: | | |
| Revenue: X | Federal Aid: X | State Aid: X |
| Vendor Submitted an Unsolicited Solicitation: | | |

| | |
|---|-----|
| 1) Mandated Program: | No |
| 2) Comptroller Approval Form Attached: | Yes |
| 3) CSEA Agmt. & 32 Compliance Attached: | Yes |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | Yes |
| 5) Insurance Required: | Yes |

| Vendor/Municipality Info: | |
|---|---------------|
| Name: Transdev Services, Inc. | ID#:521493194 |
| Main Address: 720 E. Butterfield Rd. Lombard, IL 60148 | |
| Main Contact: W.C. Pihl | |
| Main Phone: (630) 571-7070 | |

| Department: |
|---|
| Contact Name: Sharon Persaud |
| Address: NCDPW 1194 Prospect Ave. Westbury, NY, 11590 |
| Phone: (516) 571-1775 |
| Email: spersaud@nassaucountyny.gov,ldionisio@nassaucountyny.gov,Ekobel@nassaucountyny.gov,CPetrucci@nassaucountyny.gov |

Contract Summary

Purpose: This is new contract with Transdev Services Inc. to operate, and manage the County's Fixed Route Transit and Paratransit system.

Method of Procurement: A formal Request for Proposals (RFP) process was conducted to procure the services.

Procurement History: An RFP was released on January 14, 2022 and was advertised in Newsday, NYS Contract Reporter and on the County web site. Proposals were received from two (2) firms on June 15, 2022. Evaluation of the technical and cost proposals in response to the RFP was provided by staff from Nassau County Departments - Paul Broderick, Deputy Commissioner, Department of Social Services; Lionel Chitty, Executive Director, Office of Minority Affairs; Roseann D' Alleva, Deputy Commissioner, Department of Public Works; Matthew Dwyer, Director, Department of Human Services; Sharon Persaud, Transportation Supervisor, Department of Public Works. Personnel from the Office of the Inspector General ("OIG") were present at each

Evaluation Committee meeting. The Following the review, the Evaluation Committee conducted interviews with both firms, followed by receipt of the Best and Final Offer. On September 29, 2022 the Committee reviewed the technical, cost and interview scores, and the Best and Final Offer and unanimously determined that Transdev was the services provider with the overall highest score, provided the most comprehensive and responsive proposal and support, and would provide the vest value to the County.

Description of General Provisions: Transdev will perform all tasks necessary to manage operation of the Bus System for an initial term of seven (7) years with an option to renew (at discretion of the County Executive or their designee) for an additional five (5) years, and three (3) years.

This is to encumber money for calendar year 2024 for the County's contract with Transdev Services, Inc., to operate the County's bus system, the Nassau Inter-County Express (NICE). This is also to encumber money for calendar year 2024 for the County to recognize Farebox, Advertising/Non-Operating Revenue.

The 2024-year opening / beginning total contract amount for CY 2024 is: \$174,520,605. The Farebox, advertising/non-operating revenue portion of that amount is \$30,544,317. The Fixed and Variable fees of that amount is \$143,976,288.

The total contract amount of \$174,520,605 is subject to adjustment by the Bus Transit Committee.

Impact on Funding / Price Analysis: Funding is to come from farebox revenues, advertising revenues, other non-operating revenues, State Transportation Operating Assistance and the County match, and Federal grant funding with the County's 10% match.

Change in Contract from Prior Procurement: None

Recommendation: Approve as Submitted

Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|------|---------|--------------|--------|------------|------------|-------------|--------|--------|
| GEN | 01 | IVE | DE | PWGEN | 0152 | PWGEN 0152 | 01 | \$0.01 |
| | | | | | | TOTAL | \$0.01 | |

| Additional Info | |
|---------------------|-----|
| Blanket Encumbrance | |
| Transaction | 103 |
| | |
| Renewal | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|-------------------|--------|
| Revenue Contract: | |
| County | \$0.01 |
| Federal | \$0.00 |
| State | \$0.00 |
| Capital | \$0.00 |
| Other | \$0.00 |
| Total | \$0.01 |

Routing Slip

| Department | | | |
|---------------------------------|-----------------------|--------------------|-------------|
| NIFS Entry | Loretta Dionisio | 08/17/2023 12:01PM | Approved |
| NIFS Final Approval | Roseann D'Alleva | 08/18/2023 03:04PM | Approved |
| Final Approval | Roseann D'Alleva | 08/18/2023 03:04PM | Approved |
| DPW | | | |
| Capital Fund Approval | Roseann D'Alleva | 08/18/2023 03:05PM | Approved |
| Final Approval | Roseann D'Alleva | 08/18/2023 03:05PM | Approved |
| County Attorney | | | |
| RE & Insurance Verification | Grady Farnan | 08/18/2023 03:47PM | Approved |
| Approval as to Form | Richard Soleymanzadeh | 08/21/2023 03:04PM | Approved |
| NIFS Approval | Mary Nori | 08/25/2023 06:21PM | Approved |
| Final Approval | Mary Nori | 08/25/2023 06:21PM | Approved |
| OMB | | | |
| NIFS Approval | Nadiya Gumieniak | 08/18/2023 03:09PM | Approved |
| NIFA Approval | Christopher Nolan | 08/25/2023 02:37PM | Approved |
| Final Approval | Christopher Nolan | 08/25/2023 02:37PM | Approved |
| Compliance & Vertical DCE | | | |
| Procurement Compliance Approval | Andrew Levey | 08/28/2023 10:41AM | Approved |
| DCE Compliance Approval | Robert Cleary | 10/04/2023 04:42PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 10/04/2023 05:25PM | Approved |
| Final Approval | Arthur Walsh | 10/04/2023 05:25PM | Approved |
| Legislative Affairs Review | | | |
| Final Approval | Eleftherios Sempepos | 10/04/2023 05:31PM | Approved |
| Legislature | | | |
| Final Approval | | | In Progress |

| | | | |
|----------------------------|--|--|---------|
| Comptroller | | | |
| Claims Approval | | | Pending |
| Legal Approval | | | Pending |
| Accounting / NIFS Approval | | | Pending |
| Deputy Approval | | | Pending |
| Final Approval | | | Pending |
| NIFA | | | |
| NIFA Approval | | | Pending |

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND TRANSDEV SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Transdev Services, Inc., to operate, and manage the County's Fixed Route Transit and Paratransit System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute said agreement with Transdev Services, Inc.



**FIXED ROUTE BUS AND PARATRANSIT
OPERATION, MANAGEMENT AND LICENSE AGREEMENT
BY AND BETWEEN
THE COUNTY OF NASSAU, LONG ISLAND, NEW YORK
AND
TRANSDEV SERVICES, INC.**



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**FIXED ROUTE BUS AND PARATRANSIT
OPERATION, MANAGEMENT AND
LICENSE AGREEMENT**

By and Between
THE COUNTY OF NASSAU
And
TRANSDEV SERVICES, INC.

This Fixed Route Bus and Paratransit Operation, Management and License Agreement (this "**Agreement**") is made and effective upon full execution (the "**Effective Date**") by and between the County of Nassau (the "**County**"), a municipal corporation, with an address at 1550 Franklin Avenue, Mineola, New York 11501 and Transdev Services, Inc., a Maryland Corporation ("**Transdev**") with an office at 720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148 (the County and Transdev shall collectively be known as "**Parties**"), which is qualified to do business in New York.

WITNESSETH:

WHEREAS, pursuant to New York General Municipal Law Section 119-r and Nassau County Local Law 15-1972, the County is authorized to provide bus transportation services to the public at adequate levels and at a reasonable cost; and

WHEREAS, the County is desirous of encouraging mass transportation in the County of Nassau as it is in the best interest of the County residents; and

WHEREAS, the County is the owner of certain buses, facilities and other assets that have been used to operate a bus system in the County of Nassau; and

WHEREAS, Transdev, a private provider of bus transportation services, has for many years operated and managed bus line operations for other governmental subdivisions, including but not limited to the County, along various routes in the United States and Canada in accordance with the terms of various service contracts; and

WHEREAS, the County has determined that at the present time the interests of the County and the residents are best served if bus transportation services in the County are provided by private enterprise operating under a contract with the County; and

WHEREAS, the County advertised and issued a Request for Proposals ("**RFP**") for operations and maintenance of fixed route and paratransit systems (the "**Transit System**") on January 14, 2022; and

WHEREAS, Transdev was selected by a County committee as the most qualified proposer; and

WHEREAS, Transdev is fully willing and able to operate and maintain the Nassau Inter-County Express in accordance with the terms specified herein, and at or above the level of service and quality specified herein, including all attached Schedules, Exhibits and Riders, and the County has awarded this Agreement to Transdev in reliance upon such representations, and on Transdev's particular skills, experience and abilities as represented by Transdev;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

1. Guiding Principles; General Terms and Provisions

1.1 Definitions

- a) **Fixed Route and Paratransit Bus Services:** Shall include the route planning, schedule planning, and operation of the Local Bus Services and the Paratransit Bus Services inclusive of all equipment, vehicles, fuel service, facilities, bus stops and subject to the approval of the Nassau County Transit Committee.
- b) **Local Bus Services:** The operation of a network of at least 38 fixed bus routes at designated bus stops in Nassau County, eastern Queens County, and western Suffolk County which shall be provided during the Weekday Service Span and Weekend Service Span with no greater than forty-five (45) minutes headway during peak hours and no greater than sixty (60) minutes headway during off-peak hours.
- c) **Paratransit Bus Services:** The operation of complimentary paratransit bus services twenty-four (24) hours per day, seven (7) days per week.
- d) **Weekday Service Span:** The hours of operation for the Local Bus Services from Monday to Friday shall be at a minimum from 6 am to 10 pm. Notwithstanding the foregoing, Transdev shall operate at least one (1) bus route with a twenty-four (24) hour per day service span.
- e) **Weekend Service Span:** The minimum hours of operation for the Transit System on Saturday and Sunday. On Saturdays, the service span shall run from 7 am to 10 pm at a minimum. On Sundays, the service span shall run from 10 am to 7 pm at a minimum.

1.2 Guiding Principles: Nassau County and Transdev intend to (i) provide, operate and maintain Nassau County's Fixed Route Transit and Paratransit Bus services in accordance with the specifications and scope of work set forth in RFP No. PW2020-01R and this contract (hereafter the "Bus Transit System" as defined in 1.1(a)) for the benefit of its residents and other users within the limits of the operating revenues and grant funds available to the County, (ii) avoid unnecessary burden to the County residents and taxpayers, (iii) achieve an efficient system and (iv) maintain for the taxpayers' benefit, the alignment of the costs of the System with the revenue made available for its operation. The parties agree that the Nassau County bus system shall be operated and managed within the following guiding principles ("Guiding Principles"):

- a) Transdev and the County shall work in public/private partnership to develop and deliver a safe, cost effective and productive Transit System to the residents and taxpayers of Nassau County that provides good value to the County, covers its costs and affords Transdev the opportunity to earn a reasonable margin for overhead and profit.
- b) Transdev shall begin to operate and maintain the Bus Transit System on January 1st, 2024 and every year by April 1 thereafter implement a route and service network adjusted to the available Federal, State and County resources budgeted for transit services. Transdev shall be responsible for the future of the transit network and exploring various transit solutions as needed or directed by the County in accordance with paragraphs 20 and 21 of the RFP Scope of Services.
- c) The County and Transdev shall work together to identify and develop new sources of revenue for the sole purpose of maintaining and expanding the County's Bus Transit System service offerings.

- d) The Bus Transit System and Services shall be managed to a balanced budget with costs not exceeding the revenues available, as defined by the Annual Plan and Budget (as defined below in Section 12.1) and monitored and/or modified through the Quarterly Review process (as defined below in Section 4.4).
- e) Modifications to service levels, routes, or fares shall be made to improve the operating efficiency of the Bus Transit System and ensure a balanced budget without requiring additional County funds. Except as provided in Section 2.4, such modifications shall not take effect until reviewed and approved as set forth more specifically in Section 12.3.
- f) The occurrence of a Major Event (as defined below in Section 12.3(a)) shall mandate modification of service levels, routes and/or fares in accordance with Section 12.3.
- g) Major changes in routes and service levels and fare increases shall take place in accordance with the Public Participation Plan contained in Exhibit A.

1.3 Term

- a) The term of this Agreement shall commence at 12:00am on January 1, 2024 (the "**Effective Date**") and terminate at 11:59 p.m. on December 31, 2030 (the "**Term**"), unless earlier terminated pursuant to the provisions of this Agreement, with the County having the option to extend this Agreement in accordance with the terms set forth in Section 1.2 (b) below.
- b) The County in its sole discretion shall have the option to extend this Agreement for one (1) additional five (5) year period and one other additional three (3) year period (the "**Option Periods**"). Said options to renew shall be exercised by the County Executive or his designee by mailing a notice of intention to renew, pursuant to the notice provisions below in Section 50. Such notice of intention to renew shall be delivered at least 120 days before it expires. Upon receipt of such renewal notice by Transdev, the term of this Agreement shall be deemed to have been extended to 11:59 p.m. on December 31, 2035, with the second option extended to 11:59 p.m. on December 31, 2038.
- c) Unless otherwise agreed to by both parties in a writing signed by them, the Services shall be performed by Transdev during the Option Period pursuant to the same terms and conditions as set forth in this Agreement.
- d) The budget year shall commence on January 1 and terminate on the following December 31 (the "**Budget Year**").

2. Scope of Services: Transit Committee: Service Adjustments

- 2.1 **Scope of Services:** Subject to the provisions of this Agreement and as permitted by law, Transdev shall directly manage, operate, and maintain the County's Bus Transit System, utilizing equipment and facilities provided by the County and employing and furnishing its own personnel, supplies and consumables, In accordance with any applicable Federal Transit Administration (the "**FTA**") and New York State Department of Transportation ("**DOT**") requirements. See FTA Master Agreement attached hereto as Exhibit C and forming a part hereof).
- 2.2 **Transit Committee:** Nassau County's Bus Transit Committee (hereafter the "Transit Committee" in accordance with Section 3a. of Local Law No.10-2011) was formed in

accordance with applicable Nassau County Laws, rules and regulations and is empowered to act on behalf of the County for purposes of this Agreement. The Transit Committee consists of nine (9) members appointed – Five members are appointed by the County Executive, two members are appointed on the recommendation of the Presiding Officer of the County Legislature, and two members are appointed in the recommendation of the Minority Leader of the County Legislature. The members of the Transit Committee shall not be employees of the County or of any other Federal, State, or County agency, but rather shall be individuals possessing transportation experience and expertise, financial experience, and may be representatives of the community. The Transit Committee shall meet with Transdev as necessary to timely review and approve, propose modifications to, or disapprove the Annual Plan and Budget and any required changes thereto, including changes proposed as part of any Quarterly Review, or as a result of a Major Event, in accordance with Section 12.3, review any Federal reports requiring Committee approval and undertake such other actions as are expressly provided under applicable law. All acts of the Transit Committee in the performance of its responsibilities under this Agreement (including refusals or failures to act where required by this Agreement) shall be deemed acts of the County for purposes of this Agreement, and all rights and remedies that Transdev may have against the Transit Committee under this Agreement shall be fully enforceable against the County. The Transit Committee may also meet and confer with the parties regarding other items relevant to the Transit Services, so long as such items are permitted to be reviewed by the Transit Committee by applicable enabling laws, rules, and regulations. In the event that the Transit Committee is subsequently limited or abolished during the term of this Agreement, all of the functions and duties to be performed by the Transit Committee shall be assumed by the County as directed by the County Executive. Transdev shall provide a meeting room which will reasonably accommodate Transit Committee meetings, including space for the public to attend.

2.3 Services

- a) Transdev's roles and responsibilities shall be as follows (the "**Services**"): Subject to the terms and conditions of this Agreement, manage, operate and maintain the Bus Transit System, including but not limited to:
 - 1) Development (and submission to the Transit Committee for approval) of an Annual Plan and Annual Budget including a Capital Investment Program Update. The Annual Plan and Annual Budget applicable for the first year of operation shall be as submitted by Transdev in their proposal based on the proposal hours, unless the County instructs otherwise.
 - 2) Preparation of an Annual Plan and Annual Budget to be submitted to the Transit Committee prior to March 1 of each year which shall include an annual performance measurement scorecard (a "Performance Scorecard") completed by Transdev assessing its compliance in the previous year with the performance measurements developed by the County, substantially in the form of Schedule 1 attached hereto and described further below;
 - 3) Bus Transit System operation and maintenance;
 - 4) Short and long-term service planning;
 - 5) Be the Employer of all employees of the Bus Transit System, and in such capacity perform personnel recruitment, employment, development and training, management, and oversight;

- 6) Financial planning (including forecasts, tracking, grants management and fares);
- 7) Assisting the County with capital planning and all grant management functions;
- 8) Administrative services (fiscal, personnel, risk management, management information systems, purchasing, and record keeping);
- 9) Customer relations;
- 10) Marketing and advertising;
- 11) Preparation of schedules and routing (subject to all required public hearing processes and Transit Committee approvals);
- 12) Administration of all related sub-contracts/service contracts (if any);
- 13) Conduct requisite employee/labor relations activities as required by applicable laws and County policies.
- 14) As more fully set forth herein, comply with all applicable Federal, State and County labor laws, including but not limited to Section 13(c) of the Urban Mass Transportation Act of 1964 (hereinafter, "Section 13(c)") to the extent applicable.
- 15) Perform all other roles and responsibilities expressly required of it under this Agreement.

b) The County's roles and responsibilities shall be as follows:

- 1) Review and approval of the Annual Plan and Annual Budget and any requested changes thereto by the Bus Transit Committee;
- 2) Receive and review all Bus Transit System service reports;
- 3) Timely pay all approved fees and payments required of it hereunder;
- 4) Process all appropriate grant applications, as provided herein;
- 5) Supervise the Bus Transit System in accordance with FTA regulations and other applicable laws, rules and regulations;
- 6) As between Transdev and the Transport Workers Union, Local 252, perform all obligations under existing collective bargaining agreements, and comply with all applicable Federal, State and County labor laws, Including but not limited to Section 13(c);
- 7) Provide all County Assets as required herein, and renewal and replacements of said assets pursuant to federal and state grant programs in accordance with this Agreement; and
- 8) Perform all other roles and responsibilities expressly required of it under this Agreement.

2.4 Service Adjustments

- a) Transdev shall have the authority to adjust headways and time points at its discretion according to customer demand.
- b) Transdev may make recommendations to the Transit Committee regarding any major or material changes or modifications to the hours of operation, headways, service span and time points (collectively, the "Operating Schedules") and/or configuration of the Routes covered by this Agreement; provided that final determinations regarding such changes or modifications if any, will be at the discretion of the Transit Committee. Subject to written notification by the Transit Committee to Transdev, Transdev will implement such changes or modifications in a timely manner and the appropriate sections of this Agreement will be modified accordingly. Such recommendations (and approvals or disapprovals by the Transit committee) shall be taken into consideration in the adoption of the Annual Plan and Budget for subsequent years and may give rise to a right of Transdev to terminate this Agreement pursuant to Section 18.3.
- c) Service changes, other than those listed in this Section 2.4 as being within Transdev's authority, shall be made in accordance with Section 12 of this Agreement.

3. Service Standards and Performance Targets

- 3.1** In addition to all applicable legal requirements, Transdev shall also comply with the following Minimum Service Standards, all of which shall be reported on in the Performance Scorecard:

- a) Transdev shall, and shall cause its employees or agents to, conduct its, their activities in connection with this Agreement so as not to endanger or harm any person or property. Transdev shall ensure that its drivers fully comply with the drivers' standards listed in Section 6 below.
- b) Transdev shall deliver services under this Agreement in an efficient, professional and timely manner consistent with all applicable federal, state and County standards and in accordance with the terms and conditions of the Agreement. Transdev shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all of its employees or agents to obtain and maintain, all approvals, licenses, and certifications ("**Approvals**") necessary or appropriate in connection with this Agreement including, without limitation, prior County approval for any modification of the Minimum Service Standards described herein,
- c) Transdev shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that the County will be relying upon such professional quality, accuracy, completeness, and coordination, in utilizing the services. Transdev shall include all applicable terms of this Agreement in all its subcontracts under this Agreement.
- d) Transdev represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make available the necessary equipment, materials, tools, and facilities (except for the equipment, materials, and facilities to be supplied by the County pursuant to this Agreement) to perform the Services in an efficient, professional, and timely manner consistent with federal, state, and County standards and in accordance with the terms and conditions as required by this Agreement.

- e) All personnel hired by Transdev shall be competent and able to perform the work assigned to them. Transdev shall ensure that any individual performing work under this Agreement requiring a State of New York license shall possess the appropriate license. At the County's request, Transdev shall furnish copies of evidence of such licenses, skills, and experience.
- f) Transdev shall perform and require its subcontractors, if any, to perform the work in an efficient, professional, and timely manner consistent with Federal, State and County standards and in accordance with the terms and conditions of the Agreement. Transdev shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the work, it being understood that the County will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the work. Transdev shall include all applicable terms of this Agreement in all of its subcontracts under this Agreement.
- g) Transdev hereby declares that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available or will make available the necessary equipment, materials, tools, and facilities (except for the equipment; materials and facilities to be supplied by the County pursuant to this Agreement) to perform the Services in an efficient, professional, and timely manner consistent with federal, state and County standards and in accordance with the terms and conditions as required by this Agreement. All personnel hired by Transdev shall be competent and able to perform the work assigned to them. Transdev shall ensure that any individual performing work under this Agreement requiring a New York license shall possess the appropriate license required by the State of New York. At the County's request, Transdev shall furnish copies of all personnel licenses, and other documented proof of skills and experience.
- h) Except for any permits furnished by the County, Transdev shall be fully responsible for identifying and obtaining, at its own expense, all necessary licenses and permits required for the timely provision of the Services.
- i) Transdev shall develop and use best efforts to achieve service standards for on- time performance, vehicle headways, vehicle load, vehicle assignment, service span, and distribution of service amenities, and ensure that such service standards are met.
- j) Transdev shall evaluate adherence to the service standards listed in subsection (i), and identify and implement solutions to minimize service disruptions or delays.
- k) Transdev shall immediately respond to and investigate accidents, as more fully described in Section 30 below.
- l) Transdev shall timely respond to all Service complaints.
- m) Transdev shall provide continuous proactive management and daily on-site supervision at a level and scope sufficient to professionally manage all Services. Such supervision shall include but not be limited to, the monitoring of schedule adherence, on- street operation, on-route compliance, proper implementation of County policies and procedures, and interacting with transit customers and the public, Transdev shall ensure that on-site supervision is present at all times when Services are scheduled to operate. The County shall monitor and evaluate all services and operations at its discretion and shall conduct investigations and adherence checks without notice to Transdev to ensure Transdev's compliance with the terms of this Agreement provided such investigations and checks do not unreasonably interfere with the safe and efficient operation of the Services.

- n) In addition to applicable legal requirements, Transdev shall implement a system of regular and frequent maintenance checks for all Revenue Vehicles (as defined below in Section 8.1) and Non-Revenue Vehicles (as defined below in Section 8.1) and Equipment (as defined below in Section 8.1) to ensure that such equipment is operative and safe.
- o) Transdev shall implement and continually improve policies, strategies, and procedures to prevent, monitor and mitigate service delays and interruptions in excess of ten (10) minutes, regardless of cause. Transdev shall collaborate on an ongoing basis with the County on potential strategies for preventing and mitigating service delays and interruptions.
- p) Transdev shall have an established written Security and Emergency Management Plans as of the Effective Date in order to maintain services in the event of, among other things, a labor strike, severe labor shortage, fuel disruption, natural or manmade disaster, or other catastrophic incident that might significantly disrupt the operation of the Transit System. Such Plans shall be reviewed annually and updated as circumstances warrant. Notwithstanding anything in this Agreement to the contrary, the County has the absolute and unfettered right to operate any Vehicles or Equipment in the event of a national, state, or County emergency. Transdev shall coordinate emergency management plans with local first responders and the County's Office of Emergency Management and enter into any agreements necessary to effectuate this obligation.

3.2 In addition to the foregoing, Transdev and the County shall jointly establish additional performance measurements for Services provided under this Agreement which will be reported in the Performance Scorecard, Transdev shall abide by the performance measurements attached hereto as **Schedule 1** and made a part hereof. Transdev shall provide completed Performance Scorecards and written reports to the County on a quarterly basis, no later than 15 days after the end of each quarter during the Term. Transdev shall make its personnel available to the County at all reasonable times to review and discuss Transdev's performance, possible adjustments to the Performance Scorecard, and methodologies for improvement of Transdev's performance hereunder.

3.3 The County may assess liquidated damages and/or award incentives against Transdev in such amounts as are described in **Schedule 1**, for instances where Transdev's performance falls below the standards set forth therein or where Transdev's performance materially exceeds such standards for reasons within the reasonable control of Transdev. The intent of liquidated damages and Incentives is to compel performance improvement and the County shall be reasonable in deciding whether to assess liquidated damages giving due regard to the circumstances causing the below standards performance. Prior to assessing liquidated damages, the County shall provide written notice to Transdev of each instance for which it proposes to assess liquidated damages, not more than forty-five (45) days after the County becomes aware of the occurrence of said instance, and Transdev shall be provided with an opportunity to contest the basis upon which said liquidated damages are proposed. Liquidated damages, if assessed, shall be assessed on a quarterly basis. The assessment of liquidated damages shall be subject to the Disputes provisions of this Agreement. Earned incentives shall only be applied to offset any liquidated damages assessed against Transdev pursuant to this Section 3.3.

4. Compensation, Sources of Funding and Payment, Transit System Costs

4.1 The parties acknowledge and agree that Transdev shall be solely responsible for the payment of all costs of the Services ("**Transit System Costs**") Transit System Costs shall be anticipated and identified each year in the Annual Plan and Budget. Transit System Costs are the sole responsibility of Transdev. If exceeded Transit System Costs shall not be carried over into a subsequent year so as to be paid for indirectly by the County in the following year's Annual Plan and Budget. Transit System Costs shall be taken into consideration in determining increased (or decreased) Transit System Costs in the preparation of the subsequent Annual Plan and Budget to the extent that they are likely to be recurring or indicative of higher (or lower) anticipated Transit System Costs and are mutually agreed upon in the Annual Plan and Budget process in Section 12. The total compensation to be paid by the County to Transdev for the Services will have two (2) components:

- 1) A Fixed Fee, determined annually, to be paid in equal and consecutive monthly installments on the last business day of each month, which is intended to compensate Transdev for its fixed costs of managing and operating the Transit System plus overhead and profit.
- 2) A Variable Fee, equal to the Platform Hour Rate (to be determined annually), times the number of vehicle Platform Hours operated. Platform hours are measured from the time a Revenue Vehicle departs the operating Facility to the time the Vehicle returns to the operating Facility, less full missed trips. The Variable Fee is intended to compensate Transdev for its variable costs of operating and maintaining the Transit System plus overhead and profit. There shall be a separate Variable Fee and Platform Hour Rate for both the fixed route and paratransit operations.

4.2 Fixed Fee: The Fixed Fee is intended to cover the following costs:

- 1) All administrative, supervisor, dispatcher, vehicle maintenance and facility employee labor and benefits;
- 2) Workers Compensation Insurance
- 3) Casualty and Liability Insurance and Claims;
- 4) All administrative equipment maintenance, supplies and materials;
- 5) Data Processing and Technical Services;
- 6) Security Services;
- 7) Office Supplies;
- 8) Travel;
- 9) Drug Testing, physicals, background checks;
- 10) Building and ground maintenance, janitorial, trash removal;
- 11) Advertising and Promotion;
- 12) Marketing, Customer Service and branding;
- 13) Utility costs, phone, internet, and VOIP.

The Fixed Fee shall be adjusted each year as part of the Annual Plan and Budget submitted by Transdev to be approved by the Transit Committee each year. The Fixed Fee for the first year of Services (from the Effective Date January 1, 2024 to December 31, 2024) shall be \$49,681,962.00, subject to the platform hour rate adjustment outlined below for the 2024 budget

4.3 Variable Fee. The Variable Fee shall be the product of the applicable Platform Hour Rate (fixed route and paratransit) times the number of Platform Hours operated for each service type respectively in each respective month. Platform hours shall include hours for any additional special or extra ordinary service requested by Nassau County, including, but not limited to, shuttles, driver stand-by time for weather events or emergencies, and special events. The Variable Fee is intended to cover the following anticipated costs.

- 1) Operator labor and benefits;
- 2) Revenue Vehicles parts, inventory, tires, fluids and other consumables necessary to maintain the Revenue Vehicles in good operating condition, repair or replacement;
- 3) Fuel costs and CNG station maintenance;
- 4) Subcontracted revenue service, if any;
- 5) Service vehicle repairs;
- 6) Revenue and non-revenue vehicles accident repairs;

The Platform Hour Rates shall be adjusted each year in the Annual Plan for A) the greater of any increases experienced by Transdev since the prior year's platform Hour Rates determination in i) the percentage increase experienced in the Consumer Price Index=All Services, New York City area (CPI) and/or ii) any increases experienced by Transdev In items 1) through 7) above, and/or B) any other circumstance reasonably requiring that the Platform Hour Rates be adjusted In order to maintain rates that are fair, equitable or appropriate and maintain a reasonable margin of overhead and profit for Transdev.

The Platform Hour Rates for the first year of Services shall be \$105.19 for fixed route Services and \$58.63 for paratransit Services, subject to the platform hour rate adjustment outlined above for the 2024 budget,

4.4 Sources of Funding.

The sources of funding available to the County and Transdev to pay for the Services provided by Transdev shall include the following:

- 1) State and federal funds (including County match) as provided in Section 35;
- 2) Farebox Revenues as provided in Section 16;
- 3) Advertising Revenues as provided in Section 19;
- 4) Other funds as determined by the County.

As provided in Section 12, the sources and estimated amounts of annual funding, and actual amounts and timing of receipts of funding, shall be taken into consideration by Transdev in developing and adjusting the Annual Plan and Budget, and in recommending adjustments to the Annual Plan and Budget during the Quarterly Review Process. The Quarterly Review Process shall analyze funding availability based upon growth in other forms of revenue and/or substantial growth in farebox or advertising revenue and a concomitant increase in service, or fare reductions. The maximum obligation for budgeting purposes will be based on a three percent (3%) increase from the previous year operating amount for the annual adopted budget. The necessary adjustments to reflect the operating amount to be presented to the Bus Transit Committee for final approval will be based on the available funding sources.

720.1 Payments for Services. Subject to Transdev's compliance with the County's bill paying procedures, on the last business day of each month, the County shall pay Transdev 1/12th of the annual Fixed Fee as set forth in the Annual Plan and Budget approved by the County. By the fifteenth day of each month Transdev will submit to the County a written invoice containing a summary of actual Platform Hours operated the previous month. Subject to Transdev's compliance with the County's bill paying procedures, the County shall pay Transdev the Variable Fee (sum of the actual platform hours for fixed route and paratransit services times the applicable Platform Hour Rate) within thirty (30) days of receipt of Transdev's invoice. In each case, the County shall pay the appropriate amounts toward the monthly Fixed Fee owed and Variable Fee invoiced from the State and Federal funds identified and included in the Annual Plan and Budget approved by the Transit Committee. Transdev will credit 1/12th of the estimated annual Farebox and Advertising Revenues identified in the Annual Plan and Budget against the Fixed and Variable Fees owed. To the extent that there is a deficiency in payment caused by either a shortfall in actual Farebox and/or Advertising Revenues compared to the amount in the approved Annual Plan and Budget, or an overage in actual Platform Hours provided as compared to the estimated amounts set forth in the approved Annual Plan and Budget, then such deficiency shall be subject to adjustment or reimbursement as provided in Section 12. Transdev shall have sufficient liquidity and resources to pay up to one million dollars (\$1,000,000) for grant projects prior to reimbursement by the County on capital vendor invoices.

5. Personnel; Employee Minimum Qualifications; Labor Relations.

5.1 Senior Management Team

- a) Transdev shall commit personnel and resources required to respond promptly and fully to the responsibilities and tasks necessary to performance of the Services, as adjusted by each approved Annual Plan and Budget. The number of personnel, their assigned functions, the organizational structure, terms and conditions of employment, compensation and benefits shall all be within the sole discretion of Transdev as an independent contractor; provided, however, that within the staff engaged by Transdev there shall be the following full-time professionals as identified below to serve in the respective noted positions of (the "**Senior Management Team**"), until replaced as described below.

- Jack Khzouz, CEO
- Sudesh DeSilva, COO
- Jason Mazzara, CTO
- Todd Cheever, DOS
- Diane Ialenti, DHR
- Jonathan Feldman, DSP

- b) The Senior Management Team shall supervise and direct the performance of the Services and have overall responsibility for the Services in accordance with the Agreement. The Senior Management Team shall be solely responsible for implementation of all work, means, methods, techniques, sequences, and procedures and for coordination of all portions of the Services. No change to the assignment of any member of the Senior Management Team shall be made without the prior written approval of the County. Transdev shall not reassign any member of the Senior Management Team to other projects without prior written approval from the County and until a satisfactory replacement has been approved by the County, said approvals not to be unreasonably delayed or withheld.
- c) In the event of the Inability of any person on the Senior Management Team to continue to perform their duties for a period exceeding sixty (60) days, or in the event of such person's termination by Transdev for "Cause" as hereinafter defined, Transdev shall provide a qualified Individual to fill said position for as long as such inability continues, or replace such individual, if determined necessary by Transdev. In the event any person so assigned is proven to be deficient in performing his or her duties in a manner acceptable to the County, Transdev will be so advised in writing by the County. Following receipt of such notice, Transdev will have a period of thirty (30) days in which to address and correct any deficiencies. If at the conclusion of such thirty (30) day period such deficiencies have not been corrected to the reasonable satisfaction of the County, upon direction by the County, such personnel shall be promptly removed from the Senior Management Team by Transdev at no cost or expense to the County. Further, an employee who is removed from the project for deficient performance shall not be reassigned to perform any Services under this Agreement. For purposes hereof, "Cause" shall be defined as any conduct or omission that, in the sole discretion of Transdev, constitutes a material breach of the Senior Management Team employees terms of employment, including any material breach of Transdev's Code of Business Conduct or other Transdev ethical standards or rules, or that is otherwise immoral, illegal, unethical, or that threatens to bring the name of Transdev or the County into ill-repute.

5.2 In addition to the Senior Management Team, Transdev shall employ adequately trained and competent operating personnel necessary to manage, maintain and operate the Transit System.

5.3

- a) Transdev shall comply with the following Minimum Employee Requirements:

Transdev shall be responsible for all hiring and selection activities, including but not limited to the following:

- a) Coordinate all human resource functions, including but not limited to hiring and selection, wage and salary administration as detailed below in Section 5.3(a)(4), employee discipline and training.
- b) Draft and maintain current job descriptions, publish recruitment ads and promotional bulletins, process, screen and accept or reject applications/resumes, interview potential candidates, prepare new hire evaluation follow-up, coordinate physicals, provide career counseling, develop recruitment, hiring and testing procedures, and train interviewers.

- c) Maintain a drug-free workplace for all employees and have an ongoing drug-free awareness program in accordance with the rules and regulations set forth in Section 7 below.
- d) Provide wage and salary administration as needed. Complete salary surveys, conduct job analysis, analyze salary survey data, and prepare job descriptions for budgeted positions.
- e) Transdev shall require that all employees are fully knowledgeable of areas of responsibility and prepared to carry out their duties and responsibilities.
- f) Transdev shall provide any and all necessary training and professional development for all personnel working pursuant to this Agreement, as required by the County or applicable state, and Federal law, and as sufficient to provide service consistent with the standards set forth in this Agreement and the performance measurements set forth on Schedule 1.

6. Drivers; Driver Lists

6.1

- a) Transdev shall require that its drivers comply with the requirements of applicable federal and state law including but not limited to the New York State Vehicle and Traffic Laws. Prior to operating County-owned Revenue Vehicles, all drivers shall be properly trained in operation of multi-passenger vehicles of the type and class employed in the performance of the Services hereunder.
- b) Transdev shall maintain and annually update files of New York State Department of Motor Vehicles (NYSDMV) driver abstracts and shall provide them to the County upon request, if required by law, as part of its driver employment screening process, all drivers shall be fingerprinted and checked through the appropriate law enforcement agency for relevant background records.
- c) All drivers, dispatchers and other personnel that may come in contact with the public, customers, their companions or advocates shall periodically receive training in accordance with the requirements of the United States Department of Transportation (USDOT)/FTA ADA implementing regulations as well as other applicable laws, rules and regulations. Drivers shall be trained to proficiency in the execution of their duties and the use of ADA accessibility features and equipment. Transdev shall arrange for such training and shall assure that all relevant personnel have received appropriate training. Transdev shall maintain records of employee attendance/participation in such training. All drivers shall receive annual defensive driving evaluations, annual in-service performance monitoring, biennial road tests and shall maintain a current USDOT card.
- d) All drivers provided by Transdev shall be uniformed when performing the Service,
- e) All drivers shall at all times execute their duties in an efficient, professional and timely manner and in accordance with applicable County, State and Federal laws, rules and regulations including but not limited to the USDOT/FTA ADA regulations, applicable sections of Transdev's Handbook as amended from time to time, and the requirements of this Agreement.
- f) Transdev shall establish drivers' work schedules and ensure that these schedules are consistent with all applicable laws regarding hours of service requirements so that unsafe driving risks are minimized.

7. Drug and Alcohol Testing.

7.1

- a. Transdev shall establish and Implement a drug and alcohol testing program that complies with FTA Drug and Alcohol Testing regulations (49 CFR Part 655) and the USDOT Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40), or any successor regulations promulgated by FTA, USDOT, DOT or other state, local, or federal regulatory authority and produce any documentation necessary to establish Its compliance with these parts, Transdev shall permit any authorized representative of the USDOT, FTA or their operating administrations, the NYSDOT, and the County staff associated with the implementation of the drug and alcohol testing program as required to review the testing process.
- b. Transdev shall certify annually its compliance with Part 655 within thirty (30) days after the FTA publishes the Annual List of Certifications and Assurances and by March 15 each year thereafter and shall submit to the County the required Management Information System (MIS) reports in both electronic and hard copy. To certify compliance, Transdev shall use the "Alcohol Misuse and Prohibited Drug Use" category in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which Is published annually in the Federal Register,
- c. Transdev shall record, on a monthly basis, the number of random, post-accident, and preemployment drug and alcohol tests. Such records shall Include the name or identifying employee number of the individual tested, the category (random, post- accident, or pre-employment) the type of test (drug or alcohol), and date and time of the test. Upon request by the County or any other authorized government official, Transdev shall promptly provide the County or official with a copy of such records.

8. County Assets; Non-County Property,

8.1

- a) The County hereby grants to Transdev a license (the "**License**") to use all County-owned or controlled real and personal property currently used in the management and operation of the Transit System, including but not limited to facilities (offices, bus maintenance, storage) (the "**Facilities**"), fixed route and paratransit revenue vehicles ("**Revenue Vehicles**"), automobiles and other equipment ("**Non-Revenue Vehicles**") (the Revenue Vehicles and Non-Revenue Vehicles are referred to collectively as the "**Vehicles**"), inventory, computers and software, supplies, materials (the "**Inventory**"), furniture and machinery (the "**Equipment**"), and intellectual property (all of the foregoing will be collectively referred to as the ("**County Assets**") of the County. Attached hereto as Schedule 2, is a listing of Assets that are being licensed to Transdev for the operation of the Transit System.
- b) The term of the License shall run and terminate concurrently with the terms of this Agreement.

8.2

- a) Unless otherwise approved in writing by the County, Transdev shall use the County Assets exclusively for the delivery of Services in accordance with this Agreement and, upon termination or expiration of this Agreement by either Party for any reason, the County Assets (excluding County Assets disposed of in

accordance with this Agreement, and supplies and materials consumed in the ,provision of Services hereunder) shall be returned to the County in a state of good repair subject to reasonable wear and tear, and all Vehicles shall, at a minimum, be delivered to the County up to DOT minimum standards. Transdev shall maintain and operate the County Assets in a state of good repair and in accordance with such requirements stated herein, as the County and the FTA may establish, as well as all applicable state, federal and local laws, rules, codes and regulations. Transdev shall pay any and all utility costs associated with the operation of the County Assets. If any County Assets are damaged during the Term of this Agreement to the point where they cannot be so used, repaired, maintained or operated, Transdev shall immediately notify the County of such damage, with an explanation as to the cause of such damage. The County shall determine whether or not Transdev must compensate the County for such damaged County Assets. In lieu of compensation, Transdev may elect to replace the damaged asset with a substitute of at least the same quality, value and functionality. Unless properly authorized in writing by the County, Transdev shall not lend, license, lease or otherwise permit the use of the County Assets to or by any other person or entity, irrespective of whether such person or entity is in any way related, affiliated, or associated with Transdev or the County. If the County operates any Vehicles or Equipment in the event of a national, state, or County emergency pursuant to Section 3.1(n) of this Agreement, and during non-emergency operation, Transdev shall immediately inspect all Vehicles and Equipment that had been operated for damages upon its return to Transdev's custody. If any damage other than reasonable wear and tear is discovered that was caused by the gross negligence or willful misconduct of the County, Transdev shall immediately notify the County in writing and Transdev shall obtain a cost estimate from a reputable independent contractor selected by Transdev and reasonably approved by County, which approval County agrees to not unreasonably withhold or delay, for the cost of repairing or replacing said Vehicle or Equipment within five (5) business days of the date of said notice. After receipt of Transdev's cost estimate, the County shall conduct its own independent cost estimate for the repair or replacement of the Vehicles or Equipment at issue. If there are any differences in cost between the County's cost estimate for repair / replacement and Transdev's estimate, the County's estimate shall be conclusive and shall control. Repair costs above and beyond the coverage provided by Transdev's automobile liability insurance and umbrella liability insurance shall be borne by the agency of the County that was operating the vehicle at the time that the damage occurred and such costs of repair or replacement above and beyond the coverage provided by Transdev's automobile liability insurance and umbrella liability insurance coverages shall be invoiced to that agency. Any County Assets licensed to Transdev for the purposes of operating, maintaining and managing the Transit System, shall only be used in furtherance of the performance of the Services as set forth in this Agreement and shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement.

- b) Transdev shall have the right to install equipment and make minor alterations to the Vehicles, provided that, at the County's sole option, the Vehicles are restored to their original condition prior to their return to the County, at Transdev's sole cost and expense. Transdev shall make no structural or other significant alterations or changes in the Vehicles unless the consent of the County is first obtained in writing, which consent shall not be unreasonably withheld.

- c) Transdev shall have the right to install equipment and make minor alterations to any non-vehicle County Assets as listed on Schedule 2, provided that, at the County's sole option, the Non-Vehicle County Assets are restored to their original condition prior to their return to the County, at Transdev's sole cost and expense. Transdev shall make no structural or other significant alterations or changes to the Non-Vehicle County Assets unless the consent of the County is first obtained in writing, which consent shall not be unreasonably withheld.
 - d) To the extent that any County Assets have been used up to its federally funded useful life, Transdev shall notify the County in writing of any request to remove such assets from Transit Service. Upon any such approved removal, the County Assets must be securely stored in accordance with the County's instructions. Transdev will cooperate with the County in disposing of any approved removed Vehicles, and Transdev shall comply with the County's direction for valuing and disposing of such removed Vehicles. All County Assets which have not been disposed of pursuant to the County's direction shall be returned to the County upon termination of this Agreement for any reason.
- 8.3** The County shall be responsible for properly ensuring that all Vehicles are properly registered at all times on behalf of the County. Title to and ownership of the County Assets shall remain in the name of the County, The County shall retain physical control of all titles to County Assets.
- 8.4** Capital purchases or acquisitions by Transdev made (In the course of performing the Services hereunder, as well as in accordance with the County's Capital Investment Program) and funded in whole or part by federal or state grants shall be made and title taken in the name of the County. Capital items purchased by Transdev solely with funds provided by Transdev for its use in carrying out the Agreement ("**Transdev Assets**") shall be made and taken in the name of Transdev and said items shall remain the property of Transdev; provided however that any Transdev Asset that becomes affixed to a Non-Vehicle County Asset shall become the property of the County upon such affixation. Transdev may use the Transdev Assets for any lawful purpose at Its sole discretion.
- 8.5** Neither Transdev nor any of Its agents shall suffer, create or permit to be imposed upon the Vehicles any lien or encumbrance whatsoever, and shall return the Vehicles to the County free of any liens, claims or encumbrances resulting from Its use of the Vehicles. Transdev agrees to notify persons furnishing repairs, supplies and other necessities for the Vehicles that neither Transdev nor any of its agents have the right to incur, create or permit to be Imposed on the Vehicles any lien whatsoever.
- 8.6** Transdev is authorized by the County to access and use any non-County owned properties listed on Schedule 3, ("**Non-County Properties**") for the delivery of Services in accordance with this Agreement.
- 8.7** The property and federally funded transit facility owned by the County at 50 Banks Avenue in Rockville Centre was closed at the direction of the County in 2017. The federally funded facility has a remaining useful life of eleven years and as part of the required Federal Transit Administration Excess Utilization document will be returned to its transit use in 2027/2028. In the interim, the property must continue to be maintained. At the County's request, Transdev has agreed to perform the maintenance necessary to keep the property in good repair such that it does not become untidy, unsightly or dangerous and such that the property can continue to be used in the means that it was originally intended.

- 8.8 Snow Removal Protocols – The agreed upon specifics of snow removal responsibilities and protocols are detailed in Schedule 9.

9. Environmental Compliance.

9.1

- a) Both parties shall provide each other with all environmental reports and findings conducted on any non-vehicle County Asset,

(720) Pursuant to Section 14 hereof, Transdev shall assume no obligation for and the County shall retain full responsibility to, indemnify, defend and hold Transdev harmless from any and all damages that result directly from any environmental condition existing on any County Asset on or before the Effective date of this Agreement.

9.2

- a) Transdev shall not cause or permit any Hazardous Substance (as defined below) to be stored in violation of applicable law, spilled or released in, on, under or about any County Asset and shall promptly comply with all applicable requirements and take all investigatory, reporting and remedial action necessary for the reasonable removal of or remediation of a spill or release of any such Hazardous Substance, provided that Transdev shall not be responsible for the removal or remediation of any Pre-existing Environmental Condition except as provided in subsection (c) below.
- b) As used herein, the term “**Hazardous Substance**” shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release is (i) potentially injurious to the public health, safety, welfare, or environment (ii) regulated or monitored by any governmental authority or (iii) a basis of potential liability to any governmental agency or third party under any applicable statute or common law theory.
- c) Transdev shall be responsible for, and shall indemnify and hold harmless the County from and against, all claims and damages in connection with all environmental conditions of the County Assets arising from or connected with, but not relating to any Pre-existing Environmental condition (unless such claim or damage results from the grossly negligent conduct of Transdev relating to a Pre-Existing Environmental Condition): (a) any act or omission in connection with site investigations, site excavation and construction and all associated activities conducted by or on behalf of Transdev; (b) the release or threatened release of any Hazardous Substance at a location where Transdev has caused materials removed from the County Assets to be transported and disposed; (c) the negligent use and occupancy of the County Assets and related property by Transdev or the failure of the foregoing to exercise due care in its operations; (d) the utilization of the County Assets by Transdev for non-permitted uses; or (e) the breach by Transdev of any of the terms of the Agreement. Clean up costs associated with a release occurring in the ordinary course of business shall be treated as a Transit System Cost.
- d) The parties’ obligations hereunder shall survive termination or expiration of this Agreement.

10. Maintenance Plan and Program; Vehicle Condition Maintenance; General Maintenance Standards.

10.1

- a. Transdev shall comply with all applicable federal, state and local laws, rules, regulations and requirements with respect to the use, maintenance and operation of the County Assets provided under this Agreement, including but not limited to those requirements in the Federal Motor Carrier Safety Regulations applicable to public transit operations and fleet maintenance.
- b. Transdev shall be solely responsible for the proper maintenance (both preventive and corrective) of all County Assets provided under this Agreement in accordance with the General Maintenance Standards set forth below in Section 10.2.
- c. Transdev shall adhere to a written maintenance plan, substantially in the form attached hereto as Schedule 4, for the County's federally-funded County Assets valued over \$5,000, in accordance with all applicable FTA requirements, including but not limited to Circulars 5010,1E and 9030,1E as promulgated and updated from time to time by the FTA.
- d. Transdev shall assume responsibility for all repairs and all maintenance of the Vehicles and shall keep and maintain accurate records of same. Maintenance includes but is not limited to: all routine preventive maintenance, heavy repair, running repairs, body work of any type, all replacement parts, and major and minor cleaning necessary to keep the Vehicles in a safe, reliable and well-maintained condition, assuring that all on-board systems are fully functional and operational. Maintenance shall be performed to original equipment manufacturer ("OEM") standards, as well as all applicable DOT standards.

10.2 Transdev shall comply with the following maintenance standards (hereafter, "General Maintenance Standards"):

- 1) All components of the Vehicles including but not limited to bodies, accessories, chassis, and any additional equipment on or in the Vehicles, (Including but not limited to wheelchair lifts and radios) shall be maintained In safe, sound, and undamaged condition at all times, Repairs (Including body, glass, and all Vehicles appurtenances) shall be made expeditiously, unless the defect would affect safety or customer comfort or have a significant effect on appearance, in which case the repair shall be made Immediately and before the Revenue Vehicle is put back In service.
- 2) Heating, ventilation and air-conditioning ("**HVAC**") systems shall be maintained to ensure that customer and driver compartments are comfortably maintained under all climatic conditions at all times, Transdev shall maintain the HVAC systems in a state of good repair at all times, regardless of climatic conditions,
- 3) Annual emission inspections must be performed to meet all applicable federal and state clean air standards and maintain all applicable County Assets within those standards,
- 4) A written warranty recovery program that provides for identifying, recording and enforcing claims against manufacturers shall be Implemented,

11. Continuing Control.

11.1

- a. To the extent required by applicable laws, rules and regulations, Transdev shall maintain continuing control over all County Assets and any additional real property, facilities, equipment and rolling stock used in the performance of the Services. For purposes of this Section, "equipment" shall have the same meaning as is assigned to it in FTA Circular 5010.IE.
- b. Transdev shall update, no less than annually as part of the Annual Plan, and maintain the inventory record initially provided by the County and set forth on Schedule 2 hereto which shall include: description, identification number, acquisition date, cost, federal percentage, grant number, location, use and condition, disposition action, vested title and useful life. The inventory record shall be provided to the County at the County's request. Useable inventory must be replenished by Transdev to the same amount as of the Effective Date, including but not limited to those set forth on Schedule 2.
- c. At a minimum, Transdev shall conduct physical inspections of FTA funded equipment as of the Effective Date and thereafter as required by all applicable laws. Said inspection shall be conducted with an authorized representative from the County, Transdev shall reconcile the physical inventory with equipment records and submit this documentation to the County.
- d. The County may conduct unannounced random or noticed site inspections of any real or personal property used in the performance of the Services to ensure Transdev is maintaining control of the County Assets.
- e. Transdev shall not remove any County Asset from transit service except in accordance with Section 8 above.
- f. Transdev shall provide the County with an updated County Asset list whenever there are changes made to such assets, including but not limited to additions, removals and location changes.

12. Annual Plan and Annual Budget

12.1 Annual Plan Process.

- a. Each year, Transdev shall prepare an Annual Plan which shall set forth Transdev's proposal for the following years' service level, program of services and service changes from the previous year, including but not limited to any planned or projected service changes to occur within that year. Said Plan shall be presented to the Transit Committee (with a copy to the County Attorney to the Bus Transit Committee) for its approval each year on or before April 1st for the forthcoming year. Once approved, the Annual Plan shall be adhered to by the parties unless and until amendment as provided herein.
- b. The Annual Plan shall include an Annual Budget. Said Budget shall project the revenue and expenses for the next year and shall propose the Fixed Fee and the Platform Hour Rates for Fixed Route and Paratransit Services for the forthcoming year. Transdev's proposed Fixed Fee and Platform Hour Rates shall be based upon Transdev's detailed projections of the costs and expenses projected for the Transit System Costs for the forthcoming year, as well as the estimated sources of funding for the Transit System: The Annual Plan shall establish the number of platform hours to be operated in the forthcoming year for the Fixed Route and

Paratransit Services, the cost of which must be within the available projected revenue. The Annual Plan shall be amended to increase or decrease services or fares as necessary to meet changes in actual sources of funding including revenues from projected funding and revenues.

- c. The Annual Plan shall include an update to the Five (5) Year Capital Improvement Program, setting forth all proposed capital expenditures and the source of funding. The Annual Plan (including the Annual Budget) and amendments thereto shall be approved by the Transit Committee, such approval shall not be given prior to the update of the Five (5) Year Capital improvements Program as required above in Section 12.11, and must forth all proposed capital expenditures and the sources of funding.
- d. In compliance with all applicable laws, the Annual Plan (including the Annual Budget) and amendments thereto shall be provided to the Transit Committee prior to February 15th each year of this Agreement. If by April 30th no action is taken by the Transit Committee with respect to the Annual Plan and Budget, unless such inaction is caused by Transdev's failure to cooperate with the Transit Committee's reasonable requests for documents and other information, the Annual Plan established for the year then ending shall continue to apply for a period not to exceed sixty (60) days thereafter (until June 30), during which time the parties shall engage in good faith negotiations to reach agreement on all aspects of the Annual Plan. Upon agreement, the Annual Plan and Budget agreed upon and approved (as well as any other unresolved issues involving the Annual Plan of Services and Capital Improvement Program), shall be retroactively applied to the beginning date of the current Budget Year until the beginning of the next Budget Year. In the event no Annual Budget is agreed upon and approved within the 60-day period, Transdev shall have the right to give the County notice of its intention to terminate the Services under this Agreement in accordance with Section 18.3. In such event, the Annual Plan and Annual Budget for the previous year, as adjusted by those service and fare changes, if any, approved by the Transit Committee, shall apply during the year leading up to termination of the Agreement, provided that Transdev shall receive, in accordance with Section 4.5, those Federal and State funds, and County matching funds, earmarked for the Services to be provided by Transdev during such year and Farebox and Advertising Revenues shall be applied pursuant to the terms of this Agreement.
- e. Extraordinary Transit System Costs are not Transit System Costs, but are those costs and expenses that arise out of or are related to (i) acts of God or (ii) catastrophic damage to County Assets that are not caused by Transdev. Extraordinary Transit System Costs that are not otherwise replaced by proceeds of insurance or non-County sources of revenue shall be paid from the sources of funding set forth in Section 4.4 and result in a reduction of the amount of said sources available for inclusion in the Annual Plan and Annual Budget. Extraordinary Transit System Costs are not Transit Systems Costs and are not included in the then current Annual Plan and Annual Budget nor are they the responsibility of Transdev. A 49 U.S.C. 5333 (b) 13(c) claim or liability, and any related costs, including the costs of defense, arising under Section 13(c) or a 13(c) Agreement (as defined in Section 15) (hereinafter any such 13(c) claim and/or liability, and related costs, shall be referred to as a "13(c) Claim") shall be considered a Major Event and are addressed under sub-section 12.3 and Section 15 of this Agreement and are not an Extraordinary Transit System Cost.

12.2 Quarterly Review.

The projected revenues and costs contained in the Annual Plan and Annual Budget shall be compared by Transdev to actual revenues and costs at least quarterly. In the event that (i) actual revenues are below projected revenues, or actual costs exceed projected costs, (ii) changes in operational cost drivers are in excess of CPI including without limitation fuel, insurance and health benefits; or (iii) there are material changes in applicable laws which result in additional costs, Transdev shall determine the amount of the projected revenue shortfall and/or cost overrun for the Budget Year and propose such service or fare or Fixed or Variable Fee adjustments, subject to the parameters set forth in Section 16.1 (to the extent applicable), as determined necessary by Transdev to operate the Transit System within the revenue actually available from all sources identified in the Annual Plan/Budget. Said service and/or fare adjustments shall be subject to all federal, state, and local legal requirements, including but not limited to any public hearings that may be required by law and subsequent approval by the Transit Committee. In the event that the Transit Committee fails to approve service or fare adjustments for the projected shortfall or cost overrun, the County may identify and appropriate additional County resources equal to the Transdev projected revenue shortfall or cost overrun. If the Transit Committee refuses or fails to either approve a Service or fare adjustment for the projected shortfall or cost overrun, for a period of one quarter, or the County fails to make up any remaining deficit through other funding sources, Transdev may terminate the Agreement in accordance with Section 18.3.

12.3 Modifications of Service, Routes or Fares upon the Occurrence of a Major Event.

- a. The occurrence of one or more of the following events or circumstances (each a “**Major Event**”) shall mandate a change to service, routes, and/or fares:
 - I. Changes in the funding identified in the Annual Plan and Annual Budget beyond the control of Transdev or the County;
 - II. Liability imposed by Section 13I or other labor related issues;
 - III. Changes in cost drivers in excess of CPI including without limitation – fuel, insurance and health benefits;
 - IV. Changes in Laws (which shall include laws, regulations, ordinances, rules, etc.) which result in additional costs;
 - V. Compliance with the requirements of Americans with Disabilities Act (ADA) of 1990, as amended from time to time.
- b. It is the intent of the parties that upon the occurrence of a Major Event which results in (i) material changes in liabilities, or (ii) adverse financial impact to the Annual Plan and Annual Budget, then changes to service, routes and/or fares shall be implemented in the following order:
 - I. Modification or elimination of unproductive Services
 - II. Modification or elimination of duplicative Services
 - III. Implementation of major service changes
 - IV. Increase in passenger fare structure

- c. The following types of changes can be made with the approvals indicated;
 - I. Non-Major Changes, reduction of Unproductive Services and Temporary Service Changes can be carried out by Transdev
 - II. Major Changes (as defined below) including fare changes require the approval of Transdev, review by the Transit Committee, and approval of the County.
- d. For the purposes hereof:
 - I. "Major Change" shall mean any Increase in fare or an increase or decrease greater than 25% in the number of service hours assigned to a specific route
 - II. "Temporary Service Change" shall mean any service change that is effective for a period of less than six months.
 - III. "Unproductive Service" shall mean any service which generates a farebox recovery ratio (calculated as passenger revenue received divided by cost of service) of less than 20% on a given route.
- e. The number of service hours to be reduced as a result of a Major Event shall be approximately equal to the result of the following calculation:

$$\text{Cost impact of the Major Event/cost per Platform Hour} = \text{approximate number of service hours to be reduced.}$$
- f. In the event of event of a Major Event that is the result of a 13I Claim arising under subparagraph 15,II(ii) and not covered under subparagraph 15,II(iii), the Transit Committee shall approve all reasonable and necessary changes to satisfy said 13I Claim as prescribed under Section 15,II(ii) as a condition precedent to Transdev having any financial responsibility for any 13I Claim under Section 15I(iv) or otherwise.

12.4 Transdev shall submit to the Transit Committee written notice pursuant to Section 50 of any action proposed under this Section 12 in reasonably sufficient detail (Including but not limited to potential labor impacts) for either the Transit Committee to approve at the next Quarterly Review or as provided herein upon the occurrence of a Major Event. If the Transit Committee does not act in accordance with the provisions of this Agreement within forty- five (45) days of receipt of the proposed action, then said proposed action shall be deemed approved and Transdev shall be authorized to Implement it.

12.5 The parties covenant and agree to act in good faith with each other, acknowledging that Transdev shall not be expected to and will not subsidize the operation of the Transit System beyond its obligation to pay all Transit System Costs, utilizing the terms and provisions of this Section 12 and of the Agreement generally, to maximize efficiencies of the Transit System and adjust the Annual Budget and the Services from time to time in a manner as beneficial as possible to the Transit System to meet the purposes and intent of this Section 12,

13. Insurance

- 13.1** Transdev shall maintain such personal and real property liability insurance as specified herein, specifically naming the County as an additional insured, from claims for damages for personal injuries, including death, as well as claims which may arise from operations or the performance of the Services, Transdev shall procure, pay the premiums for and maintain for the duration of the Agreement, the following insurance coverages:
- 1) One or more policies for commercial general liability insurance, including contractual liability coverage, which policy(ies) shall name "Nassau County" as an additional Insured and have a minimum single combined limit of liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage;
 - 2) Worker's Compensation Insurance ("Worker's Compensation Insurance") in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, to the extent required by law, Transdev must furnish to the County, prior to its execution of a contract, the documentation required by the State of New York Worker's Compensation Board for coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless Transdev provides and maintains coverage during the Term of the Agreement for the benefit of such Transdev's employees as are required to be covered by the provisions of the Worker's Compensation Law;
 - 3) Automobile Liability insurance in compliance with all applicable New York State laws and regulations, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit;
 - 4) Umbrella Liability in an amount of Twenty Million Dollars (\$20,000,000.00) per occurrence providing catastrophic Insurance protection in excess of Commercial General Liability, and Automobile Liability;
 - 5) Property Insurance to cover the County Assets including Facilities and Equipment damage caused by fire; and
 - 6) Such additional insurance as the County may from time to time specify.
- 13.2** All insurance obtained and maintained by Transdev pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed or authorized to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County, Transdev shall be responsible for the payment of all deductibles to which such policies are subject. Transdev shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Transdev under this Agreement.
- 13.3** Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the County, Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Transdev shall provide written notice to

the County of the same and deliver to the County renewal or replacement certificates of insurance, Transdev shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages, The failure of Transdev to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of Transdev to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

13.4 All policies providing such coverage shall be Issued by insurance companies with an

A.M. Best rating of A – or better,

13.5 Transdev shall provide a performance bond equal to ten percent (10%) of the cost of providing Annual Services to the County, The proposed amount of the annual performance bond is subject to the approval of the County,

13.6 Any insurance proceeds recovered for a loss to a federally-funded County Asset as part of insurance coverages provided under this Agreement shall first be used to replace FTA-funded County Assets if applicable.

14. Indemnification; Cooperation on Claims.

14.1

- a. Transdev shall be solely responsible for and shall indemnify and hold harmless the County, its officers, employees, representatives and agents (the "**Indemnified Parties**") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("**Losses**"), arising out of or in connection with any acts or omissions of Transdev or its officers, employees, representatives and agents, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that Transdev shall not be responsible for that portion, if any, of a Loss that is caused by the gross negligence or intentional misconduct of the County.
- b. Transdev shall be liable for any dishonesty or fraudulent misconduct, or omission committed or directed by an officer, employee, or agent of Transdev or for any breach of this Agreement on the part of Transdev,
- c. Transdev shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Transdev's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Transdev is responsible under this Agreement and Transdev shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, including all costs and expenses associated therewith.
- d. Transdev shall, and shall cause its officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.
- e. Any defense and Indemnification liabilities incurred under this Section 14 shall be borne by Transdev as Transit System Costs.
- f. The provisions of this Section 14 shall survive the termination of this Agreement.

- 14.2** The parties shall render diligently, without seeking additional compensation or reimbursement, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Agreement.

15. Labor Relations and Section 13(c) Claims

15.1

- a. Transdev agrees and recognizes that TWU 252 is the collective bargaining representative for the employees of the County Transit System and shall bargain in good faith to reach agreement regarding the wages, benefits and other terms and conditions of employment of the TWU 242 bargaining unit to the extent fullest required under the National Labor Relations Act and other laws.
- b. To the extent applicable, Transdev agrees during the term of this Agreement to be bound with the County by the 1973, 1979 and 1999 protective arrangement agreements and any amendments thereto, and the Unified Protective Arrangements applicable. To the workforces to which the County now and in the future is bound (as applicable, each a "13(c) Agreement" and collectively, the "13(c) Agreements") pursuant to Section 13(c) and accept responsibility with the County for the full performance of the conditions in said 13(c) Agreements, except that under no circumstances shall Transdev have any financial responsibility for claims of railroad workers under the 1979 agreement. In this regard, each Party shall inform the other Party of any 13(c) Claim. The parties agree that no claims and no liability exists under the 13(c) Agreements or Section 13(c) at the commencement of this Agreement. Each Party shall endeavor to act in a manner that protects the Transit System and each other from the potential of a 13(c) Claim consistent with the terms of this Agreement.
- c. Nevertheless, in the unlikely event that a 13(c) Claim arises, and despite the fact that the parties do not believe any valid 13(c) Claim will arise, the parties agree as follows:
 - I. Neither Party shall assist or encourage any employee 1) to file or otherwise pursue a 13(c) Claim or 2) to take any action which is contrary to the interests of either Party under Section 13(c) or a 13(c) Agreement, relating to the termination of the Services under this Agreement, any future transition from Transdev to another service provider, or any other action or event relating to this Agreement. If Transdev fails to comply with this obligation, and any employee action taken with the assistance or encouragement of Transdev results in a 13(c) Claim or liability, then Transdev shall defend such 13(c) Claim and shall be financially liable for all costs incurred by the County (including attorneys' fees) associated with any resulting 13(c) Claim or any delays in the receipt of federal grants.
 - II. 13(c) Claims arising solely from operational decisions of Transdev that are not directed or approved by the County, as more fully described in subsection (iii) below, shall be the sole financial responsibility of Transdev. All other 13(c) Claims, including costs of defense, that may arise by reason of any actions taken by Transdev consistent with the terms of this Agreement, shall be paid, satisfied, or recaptured 1) as a Major Event as more fully described in Section 12, or 2) from any and

all resources identified in Section 4.4(b). The parties also recognize that, in addition to remedies under subpart 1) and 2) herein of this subparagraph, there may be other strategies available to mitigate any 13(c) Claim under the law. Accordingly, in the unlikely event of a 13(c) Claim, the parties agree to work together in good faith to determine the most advantageous way to satisfy or mitigate any 13(c) Claim as provided above,

- III. Any 13(c)I Claim arising out of or related to operational decisions made by Transdev without County (or the Transit Committee, as applicable) direction or approval shall be the financial responsibility of Transdev. For purposes of this Subparagraph, "direction or approval" shall be deemed to include operational decisions identified by Transdev by written notice pursuant to Section 50 to the County (or Transit Committee If applicable), including the potential labor impacts of such decisions, and approved in any Annual Plan and Budget or Quarterly Review, or as otherwise directed or approved by the County in writing, said approvals not to be unreasonably withheld, including 13I Claims arising from the terms and conditions imposed by Transdev in the absence of any applicable collective bargaining agreement reached with the labor unions. Transdev shall consult with the County as and when requested by the County in regard to the negotiations with the unions and in regard to the imposition of any terms and conditions of employment In the absence of negotiated collective bargaining agreements.
- IV. In the event that there are 13(c)I Claims that arise, and the liabilities therefrom exceed what is covered by the remedies set forth In subsection (ii), above, then as to any such excess liability, Transdev shall assume such liability, and indemnify and hold the County harmless therefrom.

15.2 Except as otherwise expressly provided herein, the provisions of this Section 15 shall survive the termination of this Agreement.

16. Farebox Revenue Collection and Control.

16.1

- a. Revenues derived from the operation of the Transit System, whether from fareboxes or from other sources, shall be collected by Transdev and, credited monthly against amounts due from the County as provided in Sections 4 and 12. If farebox and advertising revenue fall short of the annual projected revenue or exceed the annual projected revenue, Transdev shall be responsible for or receive, as the case may be, the surplus or shortfall up to an amount equal to 5% of the annual projected farebox and advertising revenue.
- b. Should the surplus or shortfall exceed 5% of the annual projected farebox and advertising revenue, the amount in excess of 5% shall be shared or made up in equal portions by Transdev and the County; provided that a farebox and advertising shortfall of greater than 10% of the annual projected farebox and advertising revenue for two quarters shall give rise to the right of Transdev to renegotiate the financial terms of the Agreement, and in the event that the parties do not reach mutual agreement of such terms, to terminate the Agreement pursuant to Section 18.3. A farebox or advertising revenue surplus in excess of 10% shall be deposited and maintained in a separate account ("**Reserve Account**"), to be established by Transdev for the use by both parties as established in the Annual Plan and Budget. Except for the Reserve Account, the

treatment of farebox and advertising revenue, including the banking and accounting thereof, shall be as directed by Transdev.

- c. Transdev shall work with other public transportation providers in the region to promote a high level of integration with other fare collection systems, where reasonably possible and appropriate, including without limitation, the MTA and the Suffolk County Department of Public Works/Transportation Division. Transdev shall negotiate any necessary agreements for the use of fare mediums controlled by other transit systems and shall be a party to such agreements.
- d. Transdev shall (i) maintain the fareboxes and the entire fare collection system in compliance with OEM and shall be responsible for all maintenance costs of the fareboxes and the entire fare collection system to OEM specifications, (ii) perform regular preventive maintenance as well as corrective/component replacement as needed, and (iii) ensure the fare collection system operates properly at all times. The costs of maintaining the fareboxes and fare collection system for purposes of operating the Transit System shall be included in each Annual Plan and Budget. Transdev shall accurately and fully report farebox revenue to the County as provided herein.
- e. Cash fares, tickets, transfers and tokens or other fare media shall be collected, counted, deposited, and reported to the County and Transit Committee in accordance with the Performance Scorecard. The collection of farebox funds, in any form, shall be verified electronically, shall be reconciled against receipts for the bank account into which farebox funds are deposited, and shall be available and subject to audit by the County, in its discretion at any time.
- f. During the transition to OMNY (the period of time for such transition to be mutually agreed upon by Nassau County and Transdev), should farebox and advertising revenue fall short of the annual projected revenue or exceed the annual projected revenue, Section 16.1(a) shall not apply. In the event that actual revenues are below projected revenues, Transdev shall determine the amount of the projected revenue shortfall and shall propose such service or fare adjustments as determined necessary by Transdev to operate the Transit System within the revenue actually available from all sources identified in the Annual Plan/Budget. Said revenue projections shall be subject to County confirmation. Service and/or fare adjustments shall be subject to any public hearings or other approvals as required by law and shall only be effective upon approval by the County and the Transit Committee. In the event the County and Transit Committee declines to approve the adjustments determined necessary by Transdev, or the County declines to implement such adjustments, the County may identify and appropriate additional County resources equal to the revenue shortfall.

16.2 Fares charged by Transdev shall be no more than the fare charged at the Effective Date of this Agreement except as otherwise provided herein. The current County fare structure is set forth in Schedule 5. Transdev may propose changes to the fare structure for the Transit System, however, any such changes are subject to the approval of the Transit Committee and may only be implemented after a public hearing process and are subject to any and all other approvals required by law or through this Agreement. Transdev shall develop a written process developed specifically for the County Transit System for soliciting and considering public comment. Such process shall be in place prior to any proposed fare increase in accordance and in conformity with all applicable laws, rules, and regulations.

16.3 Transdev shall certify to the County, on a monthly basis, the amount of fare revenue collected each month. Supporting data shall accompany such certification and shall include the number of customers by fare category and non-revenue customers, as well as other information and reports reasonably required by the County.

17. Covenant Against Contingent Fees.

17.1 Transdev warrants that no person or authorized representative has been specifically employed or retained to solicit or obtain the Agreement in exchange for a Contingent Fee, except a Bona Fide Employee or Agent. A breach or violation of this warranty shall be considered a breach of the Agreement pursuant to Section 18.2 entitled Termination for Default. In addition to any rights and remedies otherwise provided for in the Agreement, the County may deduct from the total Agreement price or consideration, or otherwise recover, the full amount of the Contingent Fee.

17.2

- a. "Bona Fide Agent", as used in this Section, means an established commercial or selling entity that is maintained by Transdev for the sole purpose of securing business and that neither exerts nor proposes to exert Improper Influence to solicit or obtain County contract(s) nor holds itself out as being able to obtain any County contract(s) through Improper Influence.
- b. "Bona Fide Employee", as used in this Section, means a person who is employed by Transdev and subject to Transdev's supervision and control as to time, place, and manner of performance and who neither exerts nor proposes to exert Improper Influence to solicit or obtain County contract(s) nor holds itself out as being able to obtain any County contract(s) through Improper Influence.
- c. "Contingent Fee", as used in this Section, means any commission, percentage, or other sum that is payable only upon success in securing a County contract.
- d. "Improper Influence", as used in this Section, means any influence that induces or tends to induce a County employee, officer, Transdev, Subcontractor, Authorized Representative, or Consultant to give consideration or to act regarding a County contract on any basis other than the merits of the matter.

18. Termination

18.1 Termination for Convenience of the County. The County reserves the right to terminate the Agreement for its convenience in accordance with the following terms:

- a. The performance of the Services under the Agreement may be terminated for convenience by the County at its sole discretion upon ninety (90) calendar days written notice to Transdev, or terminated upon mutual written agreement of the County and Transdev, or in accordance with any other provisions of the Agreement expressly addressing termination. Any such termination will be accomplished by delivery of a Notice of Termination to Transdev, specifying the extent to which performance of the Services under the Agreement shall be terminated and the date upon which such termination shall become effective.
- b. Except as otherwise directed by the County, immediately upon Transdev's receipt of the County's notice to terminate for its convenience, Transdev shall:
 - 1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
 - 2) Place no further orders or Subcontracts for goods, except as maybe necessary for completion of such portions of the Services expressly excluded from the Notice of Termination.
 - 3) Communicate Notice of Termination to the affected approved Subcontractors and Suppliers, and any other parties, at any tier.

- 4) Terminate all orders and Subcontracts that relate to the performance of the Services terminated by the Notice of Termination.
 - 5) Settle outstanding liabilities and Claims arising out of such termination of orders and Subcontracts, with the acceptance of the County, if required (which acceptance shall be final for the purposes of this Section).
 - 6) Transfer to the County in the manner, at the times, and to the extent directed by the County all of the rights, titles, and interests of Transdev under the orders and Subcontracts so terminated; in which case the County will have the right, at its sole discretion, to settle or pay any or all Claims arising out of the termination of such orders and Subcontracts.
 - 7) Transfer title and deliver to the County in the manner, at the times, and to the extent directed by it:
 - a) Work in process, completed work, and other goods procured as a part of, or acquired in connection with, the performance of the work terminated; and
 - b) The completed or partially completed plans, drawings, information, and other items that would have been required (per the Services) to be furnished to the County if the Agreement had been completed.
 - 8) Use its best efforts to sell the goods of the types referred to above in the manner, at the times, to the extent, and at the price(s) directed or authorized by the County.
 - 9) Take any action that may be necessary, or that the County may direct, for the protection and preservation of County Assets.
 - 10) Comply with all other requirements of the County as may be specified in the Notice of Termination.
 - 11) Complete performance of that portion of the work that has not been terminated by the Notice of Termination, as applicable and in accordance with the Agreement.
- c. The County shall pay Transdev (at the rates established in the then current Annual Plan and Budget) for Services performed up to the effective date of the termination. Transdev shall submit a termination claim with appropriate supporting documentation within sixty (60) calendar days of termination claiming such other costs reasonably incurred by Transdev resulting from the termination. The claim shall be subject to review and approval by the County and shall be paid to Transdev within ninety (90) days of submission, subject to Transdev's compliance with County bill paying procedures.
 - d. Upon failure of Transdev to submit a termination claim within the time specified, the County will determine the amount due Transdev, if any, on the basis of information available, and will pay Transdev the amount so determined. Such payment shall constitute payment in full for the work performed under the Agreement.

- e. Subject to the provisions of the above Subsections, Transdev and the County may agree upon the total or partial amount to be paid to Transdev by reason of the total or partial termination of the work pursuant to this Section. If the Parties fail to come to agreement on the amount due, the County will determine the amount due based on the information available. Nothing In the following Subsection, which deals with the failure to reach agreement on the total amount to be paid to Transdev, shall be deemed to limit, restrict, or otherwise determine or affect the amount that may be agreed upon pursuant to this Subsection.
- f. In the event of failure of Transdev and the County to agree on the total amount to be paid to Transdev by reason of the termination of work pursuant to this Section, the County will pay Transdev the amounts determined by the County as follows, exclusive of any amounts agreed upon in accordance with the preceding Subsection:
 - 1) The amount allocable to the portion of the work properly performed by Transdev as of the effective date of the Notice of Termination, including overhead, and fixed fee multiplier or profit, as determined in accordance with this Agreement, reduced by any sums previously paid to Transdev.
 - 2) The cost of settling and paying claims arising out of the termination of the work under Subcontracts or orders as specified above, exclusive of the amounts paid or payable on account of goods delivered or work furnished by Subcontractors prior to the effective date of the Notice of Termination of Work under the Agreement, which amounts are included in Subsection “e” (preceding) of this Section.
 - 3) At the County’s option, profit on the cost of work performed may be included in the amount determined in Subsection “e” of this Section. However, if Transdev would have sustained a loss on the entire Agreement had it been completed, Transdev shall not be entitled to a profit and the settlement will be reduced to reflect the indicated rate of loss.
 - 4) The reasonable cost of preserving and protecting Nassau County Property will also be paid, as well as any other reasonable costs incidental to the termination of the work under the Agreement, including any and all reasonable expenses incurred by the County to determine the amounts due to Transdev.
- g. Except to the extent that the County will have otherwise expressly assumed the risk of loss, the fair value, as determined by the County, of property that is destroyed, lost, stolen, or damaged (so as to become undeliverable to the County or other buyer as described above), except to the extent covered by insurance, shall be deducted from the amounts paid to Transdev.
- h. In arriving at the amount due to Transdev under this Section, retention shall be made for the following:
 - 1) The agreed value amount of any claim that the County may otherwise have against Transdev in connection with the Agreement; and
 - 2) The agreed upon price for and/or proceeds from the sale of goods or other items acquired or sold by Transdev that have not been otherwise recovered by or credited to the County,

- i. Under such terms and conditions as it may prescribe and at its sole discretion, the County may make partial payments against costs incurred by Transdev in connection with the terminated portion of the Agreement whenever the County decides that the aggregate of such payments is within the amount to which Transdev is entitled hereunder. If the total of such payments is in excess of the amount subsequently agreed-upon or determined to be due under this Section, such excess shall be immediately payable by Transdev to the County.
- j. Transdev shall not be entitled to special or indirect damages, including but not limited to anticipatory or consequential damages, as a result of any termination under this Section 18.I. Payment to Transdev in accordance with this Section shall constitute Transdev's exclusive remedy for any termination by the County for convenience hereunder. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement.

18.2 Termination for Default of Transdev by the County.

- a. Subject to subsection (b) below, the County may terminate Transdev's Services, in whole or in part, for default under any of the following circumstances.
 - 1) Failure or refusal of Transdev to perform any work or services required under this Agreement, or violation of any duty required of Transdev under this Agreement.
 - 2) Violation by Transdev of an order or requirement of the County authorized by or within the scope of the Agreement.
 - 3) Abandonment of this Agreement by Transdev.
 - 4) A filing by or against Transdev of a petition in bankruptcy, reorganization, insolvency, receivership, conservatorship, or similar proceeding.
 - 5) Failure of Transdev to pay any amounts owing to any persons performing any portion of the work, or the failure of Transdev to pay its debts Incurred on the Agreement as they become due, except where payment is withheld pursuant to a bona fide dispute, providing that such failure continues for a period of ten (10) working days after written notice to Transdev by the County.
 - 6) The attachment, levy, execution, or other judicial seizure of any portion of Transdev's property, or any substantial portion of the other Transdev Assets, which is not released, expunged, bonded off, or discharged within a period of thirty (30) working days.
 - 7) Material failure to comply with any law, ordinance, rule, regulation, or order of a legal authority applicable to Transdev, the Services, or this Agreement.
 - 8) Failure to indemnify any party that Transdev is obligated to Indemnify under the Agreement.
 - 9) Failure to promptly correct or re-perform rejected work or Services.
 - 10) Conviction of Transdev or any of its directors, officers, Members of the Senior Management Team, partners, or principals of a violation of any federal, state, or local criminal law arising out of the performance of the Services or payments under this Agreement.

- b. If the County determines that Transdev is in default of this Agreement, the County shall notify Transdev by Issuing a Cure (show-cause) Notice describing the default. If Transdev fails to cure the default within twenty one (21) Calendar days after receipt of such Cure Notice, or if the default cannot be cured within twenty one (21) Calendar days, and Transdev fails to commence to cure within said time, or, in the case of a serious safety violation, falls to commence the cure within five (5) calendar days, and Transdev fails to diligently proceed to cure within the time necessary to cure said default, the County may, by written notice, terminate Transdev's right to proceed under all or such part of the Agreement as the County determines. Whether or not the Agreement or any part thereof is terminated, Transdev shall be liable for any damage to the County resulting from Transdev's default.
- c. Upon the County's termination of the Agreement because of Transdev's default under the Agreement, the County shall have the right to continue the work for the time required to put In place new operations management. The County will not be required to obtain the lowest prices for continuing the work during the transition, but shall make such expenditures that, in the County's sole reasonable judgment, best accomplish such continuance; provided that Transdev shall be responsible for any excess costs to continue the Services for no longer than the reasonable time necessary to implement new operations management.
- d. If the termination is due to the failure of Transdev to fulfill its contractual obligations, Transdev shall be liable to the County for any reasonable excess costs occasioned to the County above what would have been due Transdev under this Agreement to continue the work during re-solicitation. The expense of continuing the work or any other costs or damages otherwise resulting from failure of Transdev to fulfill its obligations, will be charged to Transdev and will be deducted by the County out of such payments as may be due or may at any time thereafter become due to Transdev. If such costs and expenses are in excess of the sum which otherwise would have been payable to Transdev, then Transdev shall promptly pay the amount of such excess to the County upon notice of the excess so due
- e. If the Agreement is terminated as specified in this Section, the County may require that Transdev transfer title to and deliver the following items to the County as directed: any goods, fixtures, plans, drawings, information, reports, estimates, Agreement rights and other items that Transdev has specifically produced or acquired for the terminated portion of the Agreement and would have been required to be furnished to the County if the Agreement had been completed. Transdev also shall, at its sole expense protect and preserve property in its possession in which the County has an interest.
- f. If, after the notice of termination for failure to fulfill Agreement obligations, it is determined that Transdev has not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, adjustment shall be made as provided in Section 18.1 entitled "Termination for Convenience of the County", herein.
- g. Transdev shall not be entitled to indirect or special damages, including but not limited to anticipatory or consequential damages, as a result of any termination under this Section. Payment to Transdev in accordance with this Section shall constitute Transdev's exclusive remedy for any termination hereunder. The rights and remedies of the County provided .in this Section are in addition to any other rights and remedies provided by law or under the Agreement.

18.3 Termination by Transdev for Transit Committee's Failure to Approve Annual Plan, Remedy a Major Event or Approve a Change during a Quarterly Review.

In the event that the Transit Committee fails to approve the Annual Plan/Annual Budget in the time frame specified in Section 12.1, or fails or refuses to approve service or fare adjustments as recommended by Transdev as provided in Section 12.2 or Section 12.3, or if the parties are unable to agree on revised farebox terms as provided under Section 16.1, then this Agreement is subject to termination by Transdev. Termination of the Agreement shall be effective

- 1) One (1) year from the end of the sixty (60) day period specified in Section 12.1
- 2) One (1) year from the date of Transdev's notice of termination which notice may be given when 45 days have passed since Transdev provided the Transit Committee the recommended service changes or fare adjustments in response to a Major and the County has not taken final action to fully mitigate the financial effects of the Major Event; or,
- 3) One (1) year from the end of the quarter in which the Transit Committee fails to approve service or fare adjustments during a Quarterly Review. As of the effective date of a termination under this Section, possession of all County Assets shall be returned to the County and, unless otherwise agreed, Transdev's Services shall terminate and Transdev shall have no further obligation to the County, except for those obligations that expressly survive the termination of this Agreement and in accordance with all of Transdev's obligations in Section 26 and Transdev's obligation to return all County Assets pursuant to Section 8 above. Provided Transdev is not in default of this Agreement, nothing in this Subsection shall relieve the County of its obligation to pay the Fees provided under this Agreement to Transdev, in accordance with applicable terms of this Agreement, up to the date of termination.

18.4 Termination by Transdev for Default by the County. If the County materially breaches this agreement, including without limitation, fails to pay an invoice from Transdev within sixty (60) days of receipt by the County, and

- 1) (i) the invoice was submitted to the County in accordance with the County's bill paying procedures, and
- 2) (ii) the County fails to cure such material breach or nonpayment within sixty (60) days after written notice to the County by Transdev specifying the nature of the default,,

Transdev shall have the right to terminate this Agreement in accordance with all of Transdev's obligations in Section 26 and Transdev's obligation to return all County Assets pursuant to Section 8 above.

19. Advertising Revenues.

- 19.1** Transdev may sell and post advertising in the interior and/or exterior' of Revenue Vehicles, and other County Assets subject to the Standards annexed hereto as **Exhibit B** and applicable law. Transdev shall be responsible for administering an open and competitive process for soliciting proposals for any advertising relating to the operation of the Transit System. This process must be conducted In accordance

with any and all applicable federal, state, County and local laws, regulations and ordinances, as well as applicable County policies and guidelines. The use of electronic and other media for the purpose of display advertising will be permitted on a case-by-case basis in the sole discretion of the County and shall be consistent with applicable federal, state, and local laws as well as County policies, if any. Advertising shall not obscure or interfere with safe operations of Revenue Vehicles, as well as the display of information necessary for the public, such as the route number or destination of the Revenue Vehicle, schedules, or fares. Transdev shall maintain the advertising in a clean and attractive condition at all times and shall be responsible for all costs associated there with.

- 19.2** Transdev shall have the right to all revenue, if any, from the sale of advertising on the Revenue Vehicles and other designated County Assets used in providing the Services. In the event that Transdev has an agreement with another party for advertising rights to its transit fleet, all revenues generated to Transdev by advertising on the Revenue Vehicles used in the Transit System shall become the property of Transdev. In connection with the foregoing, Transdev will provide certified monthly reports of advertising revenue received. It is expressly understood that Transdev may not permit or control any advertising or marketing materials on any bus waiting facilities, including but not limited to bus shelters and bus benches, unless the County enters into a written agreement with Transdev for such advertising or marketing services. In the event that Transdev deems it necessary or advisable to post any service notices on such waiting facilities, Transdev may do so in coordination with the County and/or the County's approved vendor for such advertising and marketing bus waiting facility services.

20. Operating Authority.

- 20.1** Prior to the start-up of any transportation services, Transdev shall evidence in writing to the County that it has received all required operating authority from the New York State Department of Transportation (NYSDOT) in accordance with the applicable provisions of Articles 6 and 7 of the Transportation Law. Said authority shall remain in effect for the Term of the Agreement or for an extension hereto.

21. Compliance with All Laws; Licensing,

21.1

- a. Pursuant to Local Law 1-2006, Nassau County Miscellaneous Laws Title 57 (the "**Living Wage Law**"), as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County, Transdev agrees as follows:
1. Transdev shall comply with the applicable requirements of the Living Wage Law, as amended;
 2. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Transdev has the right to cure such breach within thirty (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 3. On a yearly basis, Transdev shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as **Schedule 6**.

- b. The parties acknowledge and agree that all records, information, and data (“**Information**”) acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Transdev acknowledges that Transdev Information in the County’s possession may be subject to disclosure under Article 6 of the New York State Public Officer’s Law (“**Freedom of Information Law**” or “**FOIL**”). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify Transdev of such request prior to disclosure of the Information so that Transdev may take such action as it deems appropriate.
- c. Transdev shall comply with any and all applicable Federal, State and local Laws, rules and regulations, including, but not limited to those relating to procurement, conflicts of Interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, Transdev is bound by and shall comply with the terms and conditions of the applicable Federal Transit Administration clauses contained In **Rider A** and the applicable New York State clauses contained in **Rider B**. Additionally, Transdev is bound by and shall comply with the guidelines for Equal Employment Opportunities for Minorities and Women set forth on **Schedule 7**.
- d. **Prohibition of Gifts.** In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a “County Representative”), including members of a County Representative’s immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, “anything of value” shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(720) **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County’s Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(720) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:

- I. The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the “Vendor Code of Ethics”), and will comply with all of its provisions;

- II. All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- III. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- IV. The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- V. The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- VI. The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

21.2

- a. Transdev shall procure and maintain in full force and effect for the Term of this Agreement all permits, licenses, and approvals from governmental authorities having jurisdiction require for the lawful operation of this Agreement and the facilities included hereunder.
- b. All equipment used in the operation of this Agreement shall conform with all applicable mandatory safety standards and requirements of all federal, state, and local regulatory agencies, including but not limited to those of the USDOT, the NYSDOT and the NYSDMV.
- c. In addition, all Revenue Vehicles operated, services rendered and maintenance performed pursuant to this Agreement shall comply with (and Transdev shall hold the County harmless for Transdev's failure to so comply) all Federal, State and Local laws, rules and regulations and Orders, including but not limited to, the Labor Law, Worker's Compensation Law, Unemployment Insurance Law; Federal Social Security Law, Omnibus Transportation Employee Testing Act, Drug and Alcohol Testing Requirements, Clean Water Act, Clean Air Act, the Immigration Reform and Control Act, the State Energy Conservation Plan issued in compliance with the Energy Policy Conservation Act, rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto; and the statutory and regulatory requirements promulgated by the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) (including but limited to the State mandated Transportation Safety Plan). It shall be the responsibility of Transdev to ascertain and conform to such changes as may affect the services to be provided hereunder; this conformance all at no additional cost to the County, provided, however, that costs resulting from changes in said laws and regulations affecting Transdev's cost of performing the Agreement shall be reflected in the Quarterly Review in accordance with Section 12.2 and contained in the projected costs and revenues contained in the in the next prepared Annual Plan and Annual Budget.

d. Transdev shall retain all documentation and cooperate with the County and prepare any reports requested by the County, or any other governmental entity, in connection with any review or audit of the Transit System conducted by a governmental entity. Without limiting the foregoing, documentation and reports shall be prepared, (and retained for at least six years following termination or expiration of this Agreement unless a longer retention term applies under applicable law), for the following twenty-four (24) areas, which list is not intended to be exhaustive:

1. Legal
2. Financial
3. Technical
4. Satisfactory Continuing Control, Asset Management
5. Maintenance
6. Procurement
7. Disadvantaged Business Enterprises
8. Buy America
9. Debarment and Suspension
10. Lobbying
11. Planning/Program of Projects
12. Title VI
13. Fare Increases & Major Service Reductions
14. Half Fare
15. Americans with Disabilities Act
16. Charter Bus
17. School Bus
18. National Transit Database
19. Safety and Security, Cybersecurity
20. Drug-Free Workplace
21. Drug & Alcohol Program
22. Equal Employment Opportunity
23. Intelligent Transportation Systems Architecture
24. Operating Assistance, and requirements under the Federal Transportation Bill

22. Safety Practices.

- 22.1** If any of Transdev's employees are required to visit any hazardous worksites, Transdev shall furnish suitable safety equipment and enforce the use of such equipment by those personnel. Transdev shall cooperate and coordinate with the County and with any other County" contractor on safety matters and shall promptly comply with any specific safety instructions or directions given to Transdev by the County.

23. Coordination of Services.

- 23.1** It shall be Transdev's responsibility to be thoroughly knowledgeable of adjacent fixed route bus lines, rail and ADA paratransit services in terms of operating schedules, route termini and coverage, and extent of hours of operation, and Transdev will use best efforts to enable convenient trip connections between the services it operates and those operated by others.

24. Other Bus Lines Operated by Transdev.

- 24.1** Unless specifically authorized in writing by the County, Transdev will not operate any service which, in the County's sole discretion, not to be unreasonably exercised, may be deemed to compete with any Services covered by this Agreement,

25. ADA: Provision of Alternate Transportation.

- 25.1** Pursuant to the requirements of the Federal Americans with Disabilities Act, as amended, (the "ADA"), as well as all other applicable laws, rules and regulations, Transdev shall provide or arrange for paratransit or alternate transportation services for all eligible customers with disabilities, including but not limited to such eligible customers who request such services or those who cannot use fixed route Revenue Vehicles due to inoperable wheelchair lifts or ramps, Unless otherwise specified by the County, Transdev shall be responsible for the certification process for eligible paratransit customers as well as a third party appeals process, all in a manner consistent with the ADA. Such alternate transportation may also be required when eligible customer(s) with visual impairments are left stranded, missed their bus or connecting bus or otherwise cannot complete their trip due to a failure to make required announcements concerning bus stops, bus route destinations or connecting points for transferring customers. Transdev shall maintain and provide to the County all records regarding such alternate transportation services. Transdev will establish, and meet, no less frequently than required by applicable law (but in no event less than one time per year), with advisory and appeals panels consisting of potential customers with disabilities and their representatives, to discuss service to people with disabilities and methodologies for improvement to such service. The County and Transdev shall work collaboratively to establish performance measurements and targets for services to customers with disabilities and alternate transportation as described in this Section, all of which will be part of the Performance Scorecard.

26. Continuity of Services

26.1

- a. Transdev recognizes that the Services are vital to the County and must be continued without interruption and that, upon termination or expiration of this Agreement, the County or another contractor, may continue them. In recognition of this, Transdev agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to the new operator which efforts shall include, at no cost to the County, delivery of the following information and documents:
 1. Employee lists by position and seniority date
 2. Current inventories of County Assets
 3. Vehicle maintenance records
 4. Collective bargaining agreements
 5. Summary plan descriptions of all employee benefit plans 6, Current route and schedule data
 6. Current run cut
 7. Most recent ridership and farebox revenue reports
 8. Any other non-proprietary and non-privileged or confidential information (e.g. employee privileged information such as medical or disciplinary documents) maintained by Transdev and reasonably accessible to it that is reasonably required to effect the transition.
- b. Transdev shall, upon the Parties' written agreement:
 1. Furnish phase-in, phase-out services for up to 90 days after the Agreement expires,
 2. Negotiate in good faith a plan with the new operator to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the County's approval, Transdev shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Agreement are maintained at the required level of proficiency, and
 3. Transdev's reasonable costs of compliance with the requirements of this Section (b) shall be directly reimbursed by the County to Transdev without profit or markup. The Parties recognize and agree the said costs are not included in the Annual Plan or Annual Budget and must therefore be compensated to Transdev by the County,
- c. Transdev shall allow as many personnel as practicable to remain on the job to help the new operator maintain the continuity and consistency of the services required by this Agreement. In a manner consistent with applicable law, Transdev shall disclose necessary personnel records and allow the new operator to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Transdev shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the new operator.
- d. Should employees being transferred be required to undergo training," Transdev shall work with the new operator as to agreeable dates and times employees may be allowed to attend training session(s),
- e. The parties' obligations hereunder shall survive the termination or expiration of this Agreement,

27. Communications.

27.1

- a. Transdev shall fully cooperate with the County in implementing the Services, Transdev shall have in person meetings with authorized County representatives on a quarterly basis at a minimum and upon request by the County or the Transit Committee regarding program policy and administration, grants management and capital programs management, day-to-day customer and operational matters and any other matters regarding the Services.
- b. Transdev shall maintain voice communications with its bus operators at all times while Transit System Revenue Vehicles are on the road, Transdev shall set strict protocols regarding driver use of cell phones while operating in-service Revenue Vehicles,
- c. Transdev shall maintain operator-assisted telephone line(s) for customer call-taking and direct communication with the County during the hours and days of transit operations, as set forth on **Schedule 8**, and shall monitor and keep records of such communications including, without limitation, on-hold time. In the Annual Plan, Transdev may recommend to the County changes in such Schedule which shall be subject to approval by the Transit Committee. Staffing of such telephone line(s) shall be commensurate with anticipated call volume and shall be capable of providing basic schedule and route information for the performance of the Services, as well as be responsive to customer requests for assistance. Transdev shall at all times maintain telephone, fax and email communication capabilities for direct communication with the County. Communications performance under this Section 27 shall be measured on the Performance Scorecard.

28. Confidentiality and Dissemination of Information.

28.1

- a. Transdev agrees that for and during the entire Term of the Agreement, any data, including but not limited to, figures, records, findings and similar information (the "Data") received or generated by Transdev in the performance of the Agreement, shall not be divulged to any person, firm, corporation, or other entity except on the written authorization of the County, or as required by law. Further, upon termination of the Agreement for any reason, Transdev agrees that it will continue to treat as private and privileged all Data, and will not release any such Data to any person, firm, corporation or other entity, either by statement, deposition, or as a witness except where compelled by court order or otherwise required by law. Transdev shall promptly notify the County of any service of process seeking disclosure of Data so that the County may take those actions necessary to protect the County's Interests.
- b. Transdev shall not publish information or technical data specific to the Services hereunder acquired or generated by Transdev in performing this Agreement until such time as such information or technical data is released in published reports by the County or written consent is provided by the County.
- c. The parties acknowledge and agree that all Data and records, information, and other data ("**Information**") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by

law. Transdev acknowledges that any Transdev Information in the County's possession may be subject to disclosure under FOIL. In the event that Transdev receives a FOIL request for disclosure of Information, Transdev shall immediately notify the County of such request and prior to any disclosure so that the County may take such action as It deems appropriate.

- d. The provisions of this Section shall survive the termination of this Agreement.

29. Data Collection; Reports.

29.1

- a. Transdev shall collect and record data as required by applicable laws or at the County's request or at the Transit Committee's request and submit regular financial reports and performance reports on Service standards. This shall include reports, both orally, in writing, and electronically as may be required by the County or the Transit Committee.
- b. Transdev shall provide all information and reports as required by the FTA and NYSDOT and shall permit access to books, records, accounts other sources of information and facilities as may be requested or required by the County or the Transit Committee or authorized state or Federal agencies. All data gatherings and reporting shall conform to applicable County, state, and Federal requirements, including those of the FTA and NYSDOT. Reports to be submitted to the County include but are not limited to quarterly Transportation Electronic Award Management System ("**TEAM**") milestone and financial reports, annual National Transit Database ("**NTD**") reports, and annual Management Information System ("**MIS**") reports, Assets, and Safety reports.
- c. Transdev shall be required to remain current with all New York State, County and Federal rules and regulations and transportation industry practices and have internet access thereto.
- d. All statistical data and reporting supplied to the NYSDOT or FTA by Transdev related to this Agreement shall be simultaneously supplied to the County,
- e. The provisions of this Section shall survive the termination of this Agreement.

30. Accident Reporting and Processing.

30.1

- a. Unless otherwise advised by the County, Transdev shall notify the County no more than within twenty-four (24) hours in the event of any accident or incident, involving personal injury which requires transport of the injured Individual to a hospital or death or resulting in sufficient damage to a Revenue Vehicle that said Vehicle must be towed from the accident scene. Transdev shall address accident notifications to the County Attorney's Office at the below address unless advised otherwise by the County, in writing.

Nassau County Attorney
1 West Street
Mineola, New York 11501

In addition to notifying the County as specified herein, Transdev shall notify all other agencies of any such accidents and incidents as is required by applicable federal, state or local laws.

- b. Transdev shall handle all lawsuits and claims pursuant to Section 14 above.
- c. In the event of a Vehicle accident or incident resulting in any property damage requiring that a Vehicle be towed or death or injury requiring transport Of an individual to a hospital, Transdev shall immediately direct the individual operating the vehicle to report for post-accident drug and alcohol testing in accordance with procedures outlined by the FTA Drug and Alcohol Testing Regulations (49 CFR Part 655) and the USDOT Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40), or any successor regulations promulgated by the FTA or USDOT.
- d. Failure of Transdev to report an accident to the County as required by this Agreement or applicable law or to follow the post-accident drug and alcohol testing procedures contained above may result in a penalty to Transdev in the amount of Five Hundred Dollars (\$500.00) for each occurrence of non-compliance. Said penalty will be deducted from payments to be made to Transdev under the terms of this Agreement.
- e. Transdev shall develop and submit to the County Attorney's office written quarterly reports of all accidents or incidents involving County Assets. Transdev's performance under this Section 30 shall be measured on the Performance Scorecard.

f.

31. Independent Contractor.

31.1

- a. Transdev is an independent contractor of the County, Transdev shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Transdev (a "**Transdev Agent**"), be
 - I. Deemed a County employee,
 - II. (Commit the County to any obligation, or
 - III. Hold Itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any Individual person, entity (including partnerships, corporations, and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices, and departments thereof),
- b. Transdev and the County agree that no persons supplied or employed by Transdev In the performance of Transdev's obligations under the Agreement are considered to be employees of the County and that no rights of County civil service, retirement or personnel rules accrue to such persons. Transdev shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto,

32. Accounting Procedures; Records; Inspection.

32.1

- a. Transdev shall maintain full and complete books and records, in accordance with Generally Accepted Accounting Principles, and all applicable law.
- b. Unless otherwise required by applicable law, Transdev shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("**Records**"), pertinent to performance under this Agreement, Such Records shall include Driver Lists setting forth material information Including but not limited to driver identification, days, dates, shift times, number of hours, separate identification of any overtime worked by driver, and vacant or open positions,
- c. Such Records shall at all times be available for audit and inspection by the County Comptroller's Office, the County Attorney's Office, any other governmental authority with jurisdiction over the provision of Services hereunder and/or the payment therefor, and any of their duly designated representatives,
- d. The provisions of this Section shall survive the termination of this Agreement.

32.2

- a. Transdev shall provide employees of the Nassau County Department of Public Works, the County Comptroller's Office, the County Attorney's Office, and/or the Office of Real Estate Services and any of their designated representatives with office space or a workstation for the purpose of examining such Records and/or monitoring Transdev's compliance with this Agreement and applicable Federal, State, local, and County laws, rules and regulations.

(720) Transdev shall provide authorized representatives of the County access to all County Assets and permit such representatives of the County to board all Revenue Vehicles, during hours of service, with or without prior notification to Transdev, for the purpose of observing and/or monitoring Transdev's compliance with this Agreement and applicable Federal, State, local, and County laws, rules and regulations as well as for the purpose of obtaining information from or about customers and equipment. Upon boarding Revenue Vehicles, such County representatives shall display County identification to the driver and shall ride fare free only when in performance of such observation or monitoring.

(720.1) Transdev shall employ staff that shall be completely familiar with the financial record keeping and reporting requirements of Transdev, as well as any applicable federal, state or local laws, rules and regulations, and shall provide such audit support to work with the County and/or its representatives during audits and/or inspections.

33. Civil Rights Responsibilities.

33.1

- a. **Affirmative Action/Equal Employment Opportunity (EEO)** – Transdev shall develop, review and update an Affirmative Action and an EEO plan for the Services; maintain compliance with applicable Federal, state, and local EEO laws and shall be responsible for all required filings under same; reclassify company job categories and wage/hours status as necessary.

- b. **American with Disabilities Act: Family and Medical Leave Act:** Rehabilitation Act – Transdev shall comply with all requirements of applicable laws, rules and regulations pertaining to people with disabilities and other federally-protected conditions, including but not limited to the ADA, the Family and Medical Leave Act (FMLA) and the Rehabilitation Act (RA) concerning all County Assets used in connection with the provision of Services under this Agreement as well as all applicable provisions relating to the public generally as well as Transdev's personnel. Transdev shall be responsible for all required public notices, hearings, and other required outreach, as well as the preparation of any necessary documentation or filings required by all applicable federal, state or local agencies.
- c. **Title VI of the Civil Rights Act of 1964** – Transdev shall develop a Title VI complaint procedure to identify and investigate Title VI complaints; this procedure shall be made available to the public as required by applicable law. Transdev shall also maintain a record of all Title VI investigations, complaints, and lawsuits. The County shall be promptly notified in writing of all Title VI claims or lawsuits. Transdev shall also develop a Title VI program in accordance with FTA Circular 4702.1A, as It may be updated or amended from time to time. Transdev shall comply with Title VI and Limited English Proficient (LEP) population requirements in all public outreach and other related activities.

34. Marketing and Public Relations.

34.1

- a. Transdev shall be solely responsible for the preparation and dissemination of all schedules, maps, tickets, passes and any other related materials required for performing the Services hereunder. Such material shall be made available in both printed and electronic formats and comply with all applicable laws including but not limited to laws governing language differences as well as accessibility.
- b. Transdev shall develop for the County's consideration and collaborative agreement marketing and branding programs designed to promote the Services and increase ridership. Following agreement with the County on such marketing and branding program, Transdev shall be solely responsible for the creation, implementation and management of the marketing and branding program.
- c. The County may request that Transdev post or distribute County notices or marketing materials, and cooperate and participate in County marketing, promotion, advertising, public relations, and public education programs and projects. Transdev shall undertake reasonable efforts to satisfy such requests provided that any notices or other documents submitted by the County shall be distributed and displayed only on the inside of Revenue Vehicles, and shall not violate the terms of any other advertising agreements or interfere with the safe operation of the Transit System.
- d. Transdev shall also distribute and display public information materials on Revenue Vehicles in accordance with all applicable laws and public emergencies. Outdated materials must be promptly removed. In accordance with the County's current Limited English Proficiency (LEP) plan, and any subsequent such plan, materials must be published in English and Spanish, at a minimum.
- e. Under no circumstances shall Transdev or its employees distribute any unauthorized materials pertaining to the County, without prior written permission from the County.

35. Grants Management; Capital Program Management.

35.1

- a. Transdev shall comply with all FTA and NYSDOT grant requirements and will be responsible for determining the capital needs of the Transit System and coordinating with the County to identify projects to be included in the County's capital planning and grant management relating to the Services.
- b. The County shall enter into grant contracts with applicable government entities for capital assets, operating assistance and projects which include federal and state funding including, without limitation, Revenue Vehicles. Transdev shall assist the County with such grant applications and any other funding opportunities that may be available. The County may direct Transdev to submit grant applications directly to federal or state entities on behalf of the County, by separate written agreement. Transdev shall not submit grant applications directly to federal or state entities unless authorized to do so by the County in writing.
- c. Transdev shall manage the grant funds and ensure compliance with all applicable FTA and NYSDOT requirements, in accordance with, among other requirements, Grant Management Requirements FTA Circular 5010.1E, Capital Investment Program Guidance and Application Instructions FTA Circular 9300.1B, Urbanized Area Formula Program: Program Guidance and Grant Application Instructions FTA Circular 9030.1E, and the FTA Master Agreement. Managing the grant funds includes but is not limited to: procurement of transit assets and services in accordance with FTA Circular 4220.1F, preparation and management of contracts in accordance with all applicable federal state and local laws and regulations, preparing materials for and participating in the FTA Triennial Review, and any other specialized review as needed or directed by the County. The County's FTA Master Agreement is attached hereto as Exhibit C.
- d. Transdev shall develop quarterly progress reports on all open grants and submit these reports to the County within fifteen (15) days after the close of each Federal Fiscal Quarter. The reports shall include milestone progress, financial drawdowns and procurement of transit assets and services, at a minimum. Transdev will be required to meet with the County at least bi-annually, to provide the County with an update on the grants and the capital program. Transdev shall attend all capital review meetings with the County, the FTA and New York State, as deemed necessary in the County's sole discretion. The County will notify Transdev of these meetings in advance. Upon the County's request, Transdev shall initiate and manage all such meetings.
- e. Transdev shall properly certify the FTA's Certifications and Assurances every Federal Fiscal Year and submit the certified form to the County within thirty (30) days of the publication of the Federal Register containing the Annual List of Certifications and Assurances. Transdev shall be responsible for monitoring the Federal Register for such annual publication.
- f. Upon receipt of a vendor invoice, Transdev shall have sufficient liquidity and resources to pay up to one million dollars (\$1,000,000) for grant projects prior to reimbursement by the County.

36. Service Planning

36.1 Transdev shall be responsible for all transit service planning functions and must have a fully qualified staff on hand with the proper tools and understanding of best practices in service planning, inclusive of any compliance and regulatory issues. Transdev shall be responsible for developing a long term comprehensive long-term plan for the future of the Transit System within one (1) year of the Effective Date of this Agreement. Such long-term planning shall include, but not be limited to operational analyses, specialized transportation studies, connectivity studies, performance measures, public outreach and involvement, policy development, service strategy development, financial planning and any other areas as reasonably determined to be necessary by Transdev or the County. The plan should provide for the development and implementation of the multimodal transportation system and identify how the transportation system will meet the County's transportation, economic development, and sustainability goals. Transdev shall submit the plans to the County and the Transit Committee and shall update said plans with every Annual Plan as specified above in Section 12. Plan and study costs shall be included in the applicable Annual Plan and Budget.

(720.1) To deliver the best possible cohesive and comprehensive results for Nassau County and to ensure integration with the long-term transit plan, Transdev will be solely responsible for all transit planning functions, studies, creation, and execution of any and all County public transit planning. If any outside studies are conducted either directly by Nassau County or through contractors, Transdev will co-manage the studies and have the ability to approve all related projects or strategies that directly involve the transit system.

37. No Arrears or Default

37.1 Transdev represents that it is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County or any other governmental authority. Transdev shall certify in its Annual Plan continuing assurances of these representations.

38. Ownership of Patents, Trademarks and Copyrights; Infringement

38.1

- a. Except with respect to materials that are
 - i. The property of Transdev and have been modified or amended without County, federal, or state funds to fulfill the Services hereunder,
 - ii. Funded with federal, state or County funds under an approved Annual Plan (in which case such excepted materials shall be owned by the County and Transdev shall have a non-exclusive perpetual license to use said material without compensation to the County),any reports, documents, data, photographs and/or other material produced by Transdev pursuant to this Agreement, and any and all drafts and/or other preliminary materials, in any format related to such items, shall be the exclusive property of Transdev, provided, however that the County shall have a non-exclusive perpetual license to use (and to sub- license to a follow on operator of the Transit System) said material, without compensation to Transdev, provided that such use is limited to the Nassau County geographic area,

- b. Any reports, documents, data, photographs and/or materials produced pursuant to this Agreement ("Copyrightable Materials") shall not be considered "works-made-for-hire" within the meaning and purview of Section 1 of the United States Copyright Act, 17 U.S.C. §1 01, and Transdev shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. Transdev hereby conveys to the County, free and clear of any liens, claims or other encumbrances, a non-exclusive license to the use of the Copyrightable Materials,
- c. Transdev shall indemnify and hold harmless the Indemnified Parties against any and all Losses arising out of or in connection with any claim for infringement by Transdev or the County due to any acts or omissions by Transdev, of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphs, charts, methodologies, specifications or printed matter furnished or used by Transdev in the performance of this Agreement. Transdev shall indemnify and hold harmless the Indemnified Parties regardless of whether or not the infringement arises out of compliance with the scope of services or work.
- d. Transdev's obligations hereunder shall survive termination or expiration of this Agreement.

39. Internal Dispute Resolution,

- 39.1** Prior to any dispute, difference or disagreement arising out of this Agreement proceeding to litigation through the courts, the parties shall seek to resolve the matter within thirty (30) calendar days by referring it to the Commissioner of the Department of Public Works for the County and the CEO of Transdev's Senior Management Team as identified in Section 5.1(a) for an amicable resolution.
- 39.2** If any such dispute, difference or disagreement not satisfactorily resolved in accordance with Section 39.1 within thirty (30) calendar days, either Party shall have the right to commence an action in state or federal court pursuant to the terms of this Agreement, and all applicable laws, rules and regulations.

40. Limitations on Actions; Special Proceedings Against the County.

- 40.1** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
 - 1. At least thirty (30) days prior to seeking judicial relief Transdev shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. Transdev shall send or deliver copies of the documents presented to the County Attorney under this Section to each of
 - I. The Department
 - II. The County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the County Attorney. The complaint or necessary moving papers of Transdev shall allege that the above-described actions and inactions preceded Transdev's action or special proceeding against the County.

2. Such action or special proceeding is commenced within the earlier of two (2) years of the first to occur of
 - I. Final payment under or the termination of this Agreement,
 - II. The accrual of the cause of action
 - III. The time specified in any other provision of this Agreement.

41. Consent to Jurisdiction and Venue; Governing Law.

- 41.1** Unless otherwise specified in this Agreement or required by law, jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State or the Federal District Court for the Eastern District of New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the laws of New York State, without regard to the conflict of laws provisions thereof.

42. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.

42.1

- a. Every provision required by law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either Party this Agreement shall be formally amended to comply strictly with the law, without prejudice to the rights of either Party.
- b. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- c. Unless the application of this subsection will cause a provision required by law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, rider, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- d. Each Party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement, it shall not be construed against either Party as drafter,

43. Assignment; Amendment; Waiver; Subcontracting.

- 43.1** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, or (iii) waived, without the prior written consent of the County Executive or his or her duly designated deputy, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a Party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 43.2** Except for the County Assets provided by the County under this Agreement, Transdev shall be solely responsible for the procurement and subcontracting of all necessary goods and services, including but not limited to grant-funded goods and services, to perform the Services under this Agreement. Transdev shall provide reports of all subcontracts entered into (and a summary of the applicable Scope of Work for each subcontract) through capital meetings or as requested.

44. No Waiver.

44.1

- a. Failure of either Party to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof.
- b. No waiver by either Party of any breach of any provision of the Agreement shall constitute a waiver of any other breach or any other provision.
- c. Failure or delay by either Party to insist upon strict performance of any terms or conditions of the Agreement, or to exercise any rights or remedies provided herein by law, shall not be deemed a waiver of any right of that Party to insist upon strict performance of Transdev's obligations set forth in the Agreement, or any of its rights or remedies as to any prior or subsequent default hereunder,

45. Work Performance Liability.

45.1

- a. Transdev is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether Transdev is using an officer, employee, or agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such officer, employee or agent has been approved by the County,
- b. Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors, Transdev agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Transdev,
- c. The County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

46. Other Responsibilities.

46.1

- a. Transdev shall have available on each Revenue Vehicle in service customer comments/suggestion forms or other County issued/authorized literature and materials for distribution on demand or general placement in or on the Vehicle.
- b. Transdev shall notify the County of the need for additional printed materials.

47. Administrative Service Charge.

- 47.1** Transdev agrees to Pay the County an administrative service charge of Five Hundred Thirty-Three and 00/100 Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001 and 126-2006.

48. Executory Clause.

- 48.1** Notwithstanding any other provision of this Agreement:

- 1) The County shall have no liability under this Agreement (Including any extension or other modification of this Agreement) to any person or entity unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature and the Nassau County Interim Finance Authority, and (ii) this Agreement has been executed by the County Executive or his duly authorized representative.
- 2) The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the State and/or federal governments, then beyond funds available to the County from the State and/or federal governments.

49. Force Majeure.

- 49.1** Neither Party shall be liable for any alleged breach, failure, delay, or interruption of service or for any failure or delay in the performance of any obligation under this Agreement resulting from any failures or delays due to strikes, work stoppages or slowdowns, walkouts or other concerted activity, acts of God, enemy action, civil commotion, or extreme weather events. Provided that notwithstanding the foregoing, Transdev hereby agrees to exercise reasonable efforts to carry out at least a minimum level of the Services consistent with safety and public order hereunder even in the event of events typical for the region such as hurricanes, tornadoes and strikes by other transit providers, as County residents will be relying on the provision of such Services under such anticipated events.

50. Contract Administrator; Notice.

- 50.1** The representatives of the respective parties who are authorized to administer this Agreement on behalf of their respective party are as follows:

For the County:
Nassau County Attorney
Attn: Patrick R. Gallagher, Esq.
1 West Street
Mineola, New York 11501

With a copy to:

Kevin Walsh
Nassau County
Office of Real Estate Services
1 West Street
Mineola, New York 11501

For Transdev:
Laura Hendricks, CEO
Transdev Services, Inc.
720 East Butterfield Road, Suite 300
Lombard, IL 60148

With a copy to:

Randall Lewis, Esq.
General Counsel
Transdev Services, 720 East Butterfield Road, Suite 300
Lombard, IL 60148

- 50.2** Any demand, request, consent or other notice given or required to be given under this Agreement shall be deemed to have been duly and sufficiently given only if in writing and sent as follows:

- a. by overnight courier (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or
- b. by United States registered or certified mail, return receipt requested, postage prepaid (any notice so delivered shall be deemed to have been received on the third (3rd) business day after the delivery of any such notice to the United States Postal Registry Clerk).

- 50.3** The parties may from time to time change the designated persons in sub-sections above upon written notice to the other Party

51. Complete Agreement; Applicable Law; Incorporated Documents.

This Agreement contains the complete understanding of the parties with respect to the subject matter herein. No representations or warranties of either of the parties shall be binding upon them except as expressly set forth herein or incorporated herein by reference. No waiver, amendment, or modification of any terms of this Agreement shall be binding upon the parties unless set forth in writing signed by authorized representatives of both parties Intending to waive, amend or modify such terms of this Agreement.

51.1 The following Schedules, Exhibits and Riders are incorporated into this Agreement and made a part hereof:

i. Schedules;

1. Performance Scorecard- Liquidated Damages and incentives
2. County Assets
3. Non-County Properties
4. Maintenance Plan
5. Fares
6. Certificate of Compliance
7. Equal Employment Opportunities for Minorities and Women
8. Operator Assisted Telephone Lines
9. Snow Removal Protocols

Exhibits:

Exhibit A – Public Participation Plan

Exhibit B - Policies and Standards for Marketing and Advertising

Exhibit C - FTA Master Agreement

52. No Third Party Beneficiaries

52.1 This Agreement is entered into solely for the benefit of the County and Transdev. No third party shall be deemed a beneficiary of the Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.

53. Headings.

53.1 The Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or Interpretation of this Agreement.

54. Further Assurances.

54.1 Following the execution of this Agreement, either Party shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

55. Counterparts,

55.1 This Agreement may be executed in counterparts, including via facsimile or other electronic means, each of which shall be deemed an original, and all of which taken together shall be deemed one and the same Instrument.

[Signature page follows]



LIMITED POWER OF ATTORNEY

Laura Hendricks, Chief Executive Officer of Transdev North America, Inc. ("Transdev"), hereby appoints Randall Lewis, General Counsel and Chief Ethics and Compliance Officer of Transdev, her attorney-in-fact for the limited purpose of signing that certain Nassau County Operating Agreement (and any Amendments) on her behalf.

Laura Hendricks, on behalf of Transdev, confirms she is authorized to delegate the limited authority stated herein to Randall Lewis. This Power of Attorney replaces any prior Powers of Attorney related to the same subject matter and is limited as set forth herein.

IN WITNESS WHEREOF, said has caused those presents to be signed by its proper corporate officer as of July 19, 2023.

By: 
Name: Laura Hendricks
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Transdev Services, Inc.

BY: 

Name: Randall Lewis

**Title: General Counsel & CECO under
Power of Attorney from Laura Hendricks, CEO**

County of Nassau

BY: _____

Name:

Title: Deputy County Executive

STATE OF ILLINOIS

COUNTY OF DU PAGE

On this 19th day of July, 2023, before me personally came
Randall Lewis to me known, who, being by me duly sworn,
did depose and say that he resides at Naperville, Illinois,
that he is the General Counsel and Chief Ethics and Compliance Officer of Transdev
Services, Inc., the corporation described in the foregoing instrument; that he knows the seal of
said corporation; that such seal was affixed to the foregoing instrument by order of the board of
directors; and that they signed their names thereto by like order.



A handwritten signature in blue ink, appearing to read "Beverly K Wedin".

NOTARY PUBLIC

STATE OF NEW YORK

COUNTY OF NASSAU

On this _____ day of _____, 2023, before me personally came
_____ to me personally known, who, being by me duly
sworn, did depose and say that he or she resides in the County of Nassau, that he or she is a
Deputy County Executive of the County of Nassau, the municipal corporation described herein
and which executed the above instrument; and that he or she signed his or her name thereto
pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

SCHEDULE 1

Performance Scorecard – Liquidated Damages and Incentives

SCHEDULE 1

LIQUIDATED DAMAGES AND INCENTIVES

It is the goal of this contract to maintain a consistent high level of transit service. Goals will be reported quarterly to Nassau County and the Bus Transit Committee. Performances falling with the range of goals will be credited and performances falling below the benchmark will be debited.

| Fixed Route Quarterly | Goal | Below Benchmark | Liquidated Damage | Above Benchmark | Incentive |
|-----------------------|------|-----------------|-------------------|-----------------|-----------|
| On-Time Performance | 75% | 5 points worse | \$5,000 | 3 points better | \$5,000 |
| A % Missed Pull-outs | 0% | 5 points worse | \$2,000 | N/A | |
| Accidents/100K Miles | 1.2 | 10% worse | \$5,000 | 10% better | \$5,000 |

| Paratransit Quarterly | Goal | Below Benchmark | Liquidated Damage | Above Benchmark | Incentive |
|--------------------------|------|-----------------|-------------------|-----------------|-----------|
| Calls Answered Ratio | 90% | 5 points worse | \$5,000 | 5 points better | \$5,000 |
| On-Time Performance | 85% | 5 points worse | \$5,000 | 3 points better | \$5,000 |
| B % Missed Pullouts | 0% | 5 points worse | \$2,000 | N/A | |
| Accidents/100K Miles | 1.1 | 10% worse | \$5,000 | 10% better | \$5,000 |
| Productivity (psgr/hour) | 1.4 | 10% worse | \$5,000 | 10% better | \$5,000 |

| | | | | |
|--------------------------------|-----|----------------|----------------|----------------|
| DOT inspections Semi-Annual | 90% | 85-89 \$10,000 | 76-84 \$30,000 | < 76% \$50,000 |
|--------------------------------|-----|----------------|----------------|----------------|

A Defined as missed pull-outs resulting in a full missed trip divided by the total scheduled pull-outs.

B Defined as missed trips divided by the total scheduled trips. A "missed trip" does not mean that the passenger did not receive transportation, as the passenger's trip may have been rescheduled with a different pick-up window.

SCHEDULE 2

County Assets

| | DESC | ALNO | MODEL NO | MANUFACT | CATI | ACQ DATE | COST | LOCA | SUBLOC CODE | CLASS | CLASS | FAM | DOC NO |
|----------|------------------|-------------------|----------|----------|------|----------|------------|------|-------------|-------|-------|---------------|--------|
| C48208MI | TRANSIT BUS 1709 | 1VHG3W2X96704559 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000003 | |
| C48209MI | TRANSIT BUS 1704 | 1VHG3W2Z996704598 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000003 | |
| C48212 | TRANSIT BUS 1714 | 1VHG3W2696704607 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MTBA09000002 | |
| C48215 | TRANSIT BUS 1713 | 1VHG3W2496704606 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MTBA09000002 | |
| C48219MI | TRANSIT BUS 1708 | 1VHG3W2396704595 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000003 | |
| C48222 | TRANSIT BUS 1719 | 1VHG3W2696704655 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MTBA09000002 | |
| C48223 | TRANSIT BUS 1720 | 1VHG3W2896704656 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000004 | |
| C48226 | TRANSIT BUS 1723 | 1VHG3W2596704677 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000004 | |
| C48231 | TRANSIT BUS 1725 | 1VHG3W2596704680 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000004 | |
| C48232 | TRANSIT BUS 1726 | 1VHG3W2096704683 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000004 | |
| C48236 | TRANSIT BUS 1732 | 1VHG3W2496704704 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000005 | |
| C48237 | TRANSIT BUS 1733 | 1VHG3W2696704705 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000005 | |
| C48244 | TRANSIT BUS 1741 | 1VHG3W2X96704724 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000006 | |
| C48245 | TRANSIT BUS 1742 | 1VHG3W2196704725 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000006 | |
| C48248 | TRANSIT BUS 1745 | 1VHG3W2Z996704728 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000006 | |
| C48251 | TRANSIT BUS 1748 | 1VHG3W2896704740 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000006 | |
| C48256 | TRANSIT BUS 1753 | 1VHG3W2596704780 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000007 | |
| C48257 | TRANSIT BUS 1754 | 1VHG3W2096704781 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000007 | |
| C48260 | TRANSIT BUS 1757 | 1VHG3W2396704788 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000007 | |
| C48261 | TRANSIT BUS 1758 | 1VHG3W2596704789 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000007 | |
| C48262 | TRANSIT BUS 1759 | 1VHG3W2096704800 | VII NG | ORION | V | 20090630 | 393,279.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000007 | |
| C48264 | TRANSIT BUS 1761 | 1VHG3W2796704731 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000008 | |
| C48266 | TRANSIT BUS 1763 | 1VHG3W2996704777 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000008 | |
| C48267 | TRANSIT BUS 1764 | 1VHG3W2296704801 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000008 | |
| C48268 | TRANSIT BUS 1765 | 1VHG3W2696704803 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000008 | |
| C48270 | TRANSIT BUS 1767 | 1VHG3W2X96704805 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000008 | |
| C48271 | TRANSIT BUS 1768 | 1VHG3W2196704806 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000008 | |
| C48273 | TRANSIT BUS 1770 | 1VHG3W2996704813 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000009 | |
| C48275 | TRANSIT BUS 1772 | 1VHG3W2196704823 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000009 | |
| C48276 | TRANSIT BUS 1773 | 1VHG3W2396704824 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000009 | |
| C48279 | TRANSIT BUS 1776 | 1VHG3W2996704827 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000009 | |
| C48280 | TRANSIT BUS 1777 | 1VHG3W2096704828 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000009 | |
| C48281 | TRANSIT BUS 1778 | 1VHG3W2296704829 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000009 | |
| C48284 | TRANSIT BUS 1781 | 1VHG3W2096704845 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000010 | |
| C48286 | TRANSIT BUS 1783 | 1VHG3W2496704847 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000010 | |
| C48287 | TRANSIT BUS 1784 | 1VHG3W2696704848 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000010 | |
| C48288 | TRANSIT BUS 1785 | 1VHG3W2896704849 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000010 | |
| C48289 | TRANSIT BUS 1786 | 1VHG3W2496704850 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000010 | |
| C48290 | TRANSIT BUS 1787 | 1VHG3W2696704851 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000010 | |
| C48291 | TRANSIT BUS 1788 | 1VHG3W2896704852 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000010 | |
| C48293 | TRANSIT BUS 1790 | 1VHG3W2596704856 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000011 | |
| C48294 | TRANSIT BUS 1791 | 1VHG3W2496704864 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000011 | |
| C48295 | TRANSIT BUS 1792 | 1VHG3W2696704865 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000011 | |
| C48296 | TRANSIT BUS 1793 | 1VHG3W2396704869 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000011 | |
| C48301 | TRANSIT BUS 1798 | 1VHG3W2196704885 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000011 | |
| C48302 | TRANSIT BUS 1799 | 1VHG3W2396704886 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000011 | |
| C48304 | TRANSIT BUS 1797 | 1VHG3W2496704878 | VII NG | ORION | V | 20090630 | 396,445.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA09000011 | |
| C48335M | TRANSIT BUS 1800 | 1VHG3W28A6706976 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | VSB411000001 | |
| C48336M | 1801 TRANSIT BUS | 1VHG3W22A6707251 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | VSB411000001 | |
| C48337M | TRANSIT BUS 1802 | 1VHG3W21A6707256 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | VSB411000001 | |
| C48338M | TRANSIT BUS 1803 | 1VHG3W23A6707257 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | VSB411000001 | |
| C48340 | TRANSIT BUS 1805 | 1VHG3W2XA6707269 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48341 | TRANSIT BUS 1806 | 1VHG3W26A6707270 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48342 | TRANSIT BUS 1807 | 1VHG3W28A6707271 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48343 | TRANSIT BUS 1808 | 1VHG3W2XA6707272 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48344 | TRANSIT BUS 1809 | 1VHG3W21A6707273 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48345 | TRANSIT BUS 1810 | 1VHG3W23A6707274 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48346 | TRANSIT BUS 1819 | 1VHG3W24A6707283 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48347 | TRANSIT BUS 1826 | 1VHG3W21A6707290 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48348 | TRANSIT BUS 1811 | 1VHG3W25A6707275 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48349 | TRANSIT BUS 1812 | 1VHG3W27A6707276 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48350 | TRANSIT BUS 1813 | 1VHG3W29A6707277 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48351 | TRANSIT BUS 1814 | 1VHG3W20A6707278 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48352 | TRANSIT BUS 1815 | 1VHG3W22A6707279 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48353 | TRANSIT BUS 1816 | 1VHG3W29A6707280 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48354 | TRANSIT BUS 1817 | 1VHG3W20A6707281 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48355 | TRANSIT BUS 1820 | 1VHG3W26A6707284 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48356 | TRANSIT BUS 1821 | 1VHG3W28A6707285 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48357 | TRANSIT BUS 1822 | 1VHG3W2XA6707286 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48358 | TRANSIT BUS 1823 | 1VHG3W21A6707287 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48359 | TRANSIT BUS 1825 | 1VHG3W25A6707289 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48360 | TRANSIT BUS 1828 | 1VHG3W25A6707292 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48361 | TRANSIT BUS 1830 | 1VHG3W29A6707294 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48362 | TRANSIT BUS 1818 | 1VHG3W22A6707282 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48363 | TRANSIT BUS 1824 | 1VHG3W23A6707288 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48364 | TRANSIT BUS 1827 | 1VHG3W23A6707291 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48365 | TRANSIT BUS 1829 | 1VHG3W27A6707293 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48366 | TRANSIT BUS 1831 | 1VHG3W20A6707295 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48367 | TRANSIT BUS 1832 | 1VHG3W22A6707296 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48368 | TRANSIT BUS 1833 | 1VHG3W24A6707297 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48369 | TRANSIT BUS 1834 | 1VHG3W26A6707298 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48370 | TRANSIT BUS 1835 | 1VHG3W28A6707299 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48371 | TRANSIT BUS 1836 | 1VHG3W20A6707300 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48372 | TRANSIT BUS 1837 | 1VHG3W22A6707301 | VII NG | ORION | V | 20110630 | 419,940.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA110000001 | |
| C48373 | TRANSIT BUS 1838 | 1VHG3W24A6707302 | VII NG | ORION | V | 201 | | | | | | | |

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|---------|-------------------------------|--------------------|----------------|-----------|---|----------|------------|----|-----------|-----------|-------|--------------|---------------|
| C48393 | UTILITY VEH #117 | 1FMSK8885DGC96529 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000063 | |
| C48394 | UTILITY VEH #116 | 1FMSK8883DGC96514 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000064 | |
| C48395 | UTILITY VEH #115 | 1FMSK8881DGC96513 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000065 | |
| C48396 | UTILITY VEH #114 | 1FMSK888XDCG96512 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000066 | |
| C48397 | UTILITY VEH #113 | 1FMSK8888DGC96510 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000067 | |
| C48398 | UTILITY VEH #112 | 1FMSK8888DGC96508 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000068 | |
| C48399 | UTILITY VEH #110 | 1FMSK8880DGC96499 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000069 | |
| C59189 | HIGH LIFT WHEEL DOLLY | 8506 | SKWD-500 | STERIL-KO | E | 20170630 | 7,924.74 | MI | 8711M | MIGEN1000 | E18 | E1808 | VGWPW17001573 |
| C59190 | HIGH LIFT WHEEL DOLLY | 8507 | SKWD-500 | STERIL-KO | E | 20170630 | 7,924.74 | MI | 8711M | MIGEN1000 | E18 | E1808 | VGWPW17001573 |
| C59191 | HIGH LIFT WHEEL DOLLY | 8516 | SKWD-500 | STERIL-KO | E | 20170630 | 7,924.74 | MI | 8711M | MIGEN1000 | E18 | E1808 | VGWPW17001573 |
| C59192 | HIGH LIFT WHEEL DOLLY | 8517 | SKWD-500 | STERIL-KO | E | 20170630 | 7,924.73 | MI | 8711M | MIGEN1000 | E18 | E1808 | VGWPW17001573 |
| C59194 | OMNISWITCH SWITCH OS6860E-P48 | V2182138 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | 802 | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C59195 | OMNISWITCH SWITCH OS6860E-P48 | V2182104 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | 802 | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C59196 | OMNISWITCH SWITCH OS6860E-P48 | V2182186 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,224.23 | MI | 8711 | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C59201 | TRANSIT BUS 1863 | 1VHG3W2XC6708408 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59202 | TRANSIT BUS 1864 | 1VHG3W28C6708410 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59203 | TRANSIT BUS 1862 | 1VHG3W28C6708407 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59204 | TRANSIT BUS 1861 | 1VHG3W26C6708406 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59205 | TRANSIT BUS 1859 | 1VHG3W22C6708404 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000002 | |
| C59206 | TRANSIT BUS 1858 | 1VHG3W20C6708398 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000002 | |
| C59207 | TRANSIT BUS 1872 | 1VHG3W22C6708418 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59208 | TRANSIT BUS 1874 | 1VHG3W24C6708420 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59209 | TRANSIT BUS 1860 | 1VHG3W24C6708405 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59210 | TRANSIT BUS 1873 | 1VHG3W24C6708419 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59211 | TRANSIT BUS 1871 | 1VHG3W20C6708417 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59212 | TRANSIT BUS 1870 | 1VHG3W29C6708416 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59213 | TRANSIT BUS 1869 | 1VHG3W27C6708415 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59214 | TRANSIT BUS 1868 | 1VHG3W25C6708414 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59215 | TRANSIT BUS 1867 | 1VHG3W23C6708413 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59216 | TRANSIT BUS 1866 | 1VHG3W21C6708412 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59217 | TRANSIT BUS 1865 | 1VHG3W2XC6708411 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000003 | |
| C59218 | TRANSIT BUS 1875 | 1VHG3W22C6708421 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59219 | TRANSIT BUS 1876 | 1VHG3W24C6708422 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59220 | TRANSIT BUS 1877 | 1VHG3W2XC6708425 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59221 | TRANSIT BUS 1878 | 1VHG3W21C6708426 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59222 | TRANSIT BUS 1879 | 1VHG3W23C6708427 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000004 | |
| C59223 | TRANSIT BUS 1880 | 1VHG3W27C6708429 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000005 | |
| C59224 | TRANSIT BUS 1881 | 1VHG3W23C6708430 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000005 | |
| C59225 | TRANSIT BUS 1882 | 1VHG3W25C6708431 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000005 | |
| C59226 | TRANSIT BUS 1883 | 1VHG3W27C6708432 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000005 | |
| C59227 | TRANSIT BUS 1884 | 1VHG3W20C6708434 | VII NG | ORION | V | 20120630 | 444,468.00 | MI | MIGEN1000 | VM5BA | V012 | NICE12000005 | |
| C59228 | UTILITY VEH #100 | 1FMSK8884DGC40808 | EXPLORER | FORD | V | 20130630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBAM130001 | |
| C59229 | UTILITY VEH #101 | 1FMSK8886DGC40809 | EXPLORER | FORD | V | 20130630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBAM130001 | |
| C59232 | UTILITY VEH #104 | 1FMSK8886DGC40812 | EXPLORER | FORD | V | 20130630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA13M0301 | |
| C59234 | UTILITY VEH #106 | 1FMSK888XDCG40814 | EXPLORER | FORD | V | 20130630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA13M0301 | |
| C59235 | UTILITY VEH #107 | 1FMSK8881DGC40815 | EXPLORER | FORD | V | 20130630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA13M0301 | |
| C59236 | UTILITY VEH #108 | 1FMSK8884DGC40816 | EXPLORER | FORD | V | 20130630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA13M0301 | |
| C59237 | UTILITY VEH #109 | 1FMSK8885DGC40817 | EXPLORER | FORD | V | 20130630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA13M0301 | |
| C59238 | RELIEF VEH #120 | 1G1PA55G6D7261724 | CRUZE | CHEVROLET | V | 20130630 | 19,172.00 | MI | MIGEN1000 | V03 | V0308 | MSBA13M0004 | |
| C59239 | RELIEF VEH #121 | 1G1PA55G3D7263995 | CRUZE | CHEVROLET | V | 20130630 | 19,172.00 | MI | MIGEN1000 | V03 | V0308 | MSBA13M0004 | |
| C59240 | RELIEF VEH #122 | CHEVROLET | CRUZE | GENERAL | V | 20130630 | 19,172.00 | MI | MIGEN1000 | V03 | V0308 | MSBA13M0005 | |
| C59241 | UTILITY VEH #118 | 1FMSK8888DGC96511 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000059 | |
| C59242 | UTILITY VEH #119 | 1FMSK888XDCG96509 | EXPLORER | FORD | V | 20140630 | 28,124.00 | MI | MIGEN1000 | V03 | V0034 | MSBA14000060 | |
| C59243 | ROAD TRUCK #125 | WD3PFOCCXD56795211 | SPRINTER | MERCEDES | V | 20140630 | 46,479.00 | MI | MIGEN1000 | V03 | V0035 | MSBA14000061 | |
| C59244 | SIGN TRUCK #124 | WD3PFOCCZD56794134 | SPRINTER | MERCEDES | V | 20140630 | 46,479.00 | MI | MIGEN1000 | V03 | V0035 | MSBA14000062 | |
| C59246 | TRANSIT BUS 2262 | C27W0DGBG5ER140921 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000031 | |
| C59247 | TRANSIT BUS 2263 | C27W0DGBG7ER140922 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000032 | |
| C59248 | TRANSIT BUS 2264 | C27W0DGBG9ER140923 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000033 | |
| C59250 | TRANSIT BUS 2266 | C27W0DGBG2ER140925 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000035 | |
| C59251 | TRANSIT BUS 2267 | C27W0DGBG4ER140926 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000036 | |
| C59252 | TRANSIT BUS 2277 | C27W0DGBG8ER140929 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000046 | |
| C59254 | TRANSIT BUS 2275 | C27W0DGBG9ER140940 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000044 | |
| C59258 | TRANSIT BUS 2271 | C27W0DGBG5ER140935 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000040 | |
| C59261 | TRANSIT BUS 2268 | C27W0DGBG2ER140942 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000037 | |
| C59262V | TRANSIT BUS 2282 | C27W0DGBG2ER140939 | PARA NYS 13 TC | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000071 | |
| C59263V | TRANSIT BUS 2281 | C27W0DGBG9ER140937 | PARA NYS 13 TC | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000071 | |
| C59265V | TRANSIT BUS 2283 | C27W0DGBG8ER140932 | PARA NYS 13 TC | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000071 | |
| C59267 | TRANSIT BUS 2278 | C27W0DGBG6ER140930 | PARA NICE LOCA | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000047 | |
| C59274V | TRANSIT BUS 2288 | C27W0DGBG0ER140938 | PARA NYS 13 TC | DODGE | V | 20140630 | 39,777.99 | MI | MIGEN1000 | VM5BA | V012 | MSBA14000071 | |
| C59292 | TRANSIT BUS 1885 | 5FYC8FB16FF047585 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000001 | |
| C59293 | TRANSIT BUS 1886 | 5FYC8FB16FF047586 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000002 | |
| C59294 | TRANSIT BUS 1887 | 5FYC8FB13FF047587 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000003 | |
| C59295 | TRANSIT BUS 1888 | 5FYC8FB11FF047588 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000004 | |
| C59296 | TRANSIT BUS 1889 | 5FYC8FB13FF047589 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000005 | |
| C59297 | TRANSIT BUS 1890 | 5FYC8FB1XFF047590 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000006 | |
| C59298 | TRANSIT BUS 1891 | 5FYC8FB11FF047591 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000007 | |
| C59299 | TRANSIT BUS 1892 | 5FYC8FB13FF047592 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000008 | |
| C59300 | TRANSIT BUS 1893 | 5FYC8FB15FF047593 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000009 | |
| C59301 | TRANSIT BUS 1894 | 5FYC8FB17FF047594 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000010 | |
| C59302 | TRANSIT BUS 1895 | 5FYC8FB19FF047595 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000011 | |
| C59303 | TRANSIT BUS 1896 | 5FYC8FB10FF047596 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000012 | |
| C59304 | TRANSIT BUS 1897 | 5FYC8FB12FF047597 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000013 | |
| C59305 | TRANSIT BUS 1898 | 5FYC8FB14FF047598 | NY-95-X038 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000014 | |
| C59306 | TRANSIT BUS 1899 | 5FYC8FB16FF047599 | NY-95-X043 | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000015 | |
| C59307 | TRANSIT BUS 1900 | 5FYC8FB19FF047600 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA15000016 | |
| C59308 | TRANSIT BUS 1901 | 5FYC8FB10FF047601 | NY-90-X702 | New Flyer | V | 201 | | | | | | | |

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|--------|---------------------------------------|-------------------|--------------|-----------|---|----------|------------|----|-----------|--------------|-------|--------------|----------------|
| C59328 | TRANSIT BUS 1921 | 5FYCRFB16FF047621 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000037 | |
| C59329 | TRANSIT BUS 1922 | 5FYCRFB18FF047622 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000038 | |
| C59330 | TRANSIT BUS 1923 | 5FYCRFB1XFF047623 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000039 | |
| C59331 | TRANSIT BUS 1924 | 5FYCRFB11FF047624 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000040 | |
| C59332 | TRANSIT BUS 1925 | 5FYCRFB13FF047625 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000041 | |
| C59333 | TRANSIT BUS 1926 | 5FYCRFB15FF047626 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000042 | |
| C59334 | TRANSIT BUS 1927 | 5FYCRFB17FF047627 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000043 | |
| C59335 | TRANSIT BUS 1928 | 5FYCRFB19FF047628 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000044 | |
| C59336 | TRANSIT BUS 1929 | 5FYCRFB10FF047629 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000045 | |
| C59337 | TRANSIT BUS 1930 | 5FYCRFB17FF047630 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000046 | |
| C59338 | TRANSIT BUS 1931 | 5FYCRFB19FF047631 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000047 | |
| C59339 | TRANSIT BUS 1932 | 5FYCRFB10FF047632 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000048 | |
| C59340 | TRANSIT BUS 1933 | 5FYCRFB12FF047633 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000049 | |
| C59341 | TRANSIT BUS 1934 | 5FYCRFB14FF047634 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000050 | |
| C59342 | TRANSIT BUS 1935 | 5FYCRFB16FF047635 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000051 | |
| C59343 | TRANSIT BUS 1936 | 5FYCRFB18FF047636 | New Flyer | New Flyer | V | 20150630 | 475,389.00 | MI | MIGEN1000 | VMSBA | V012 | MSBA15000052 | |
| C59349 | FORD 0015 | 1FAFP53U56A237299 | Taurus | Ford | V | 20150630 | 12,427.00 | MI | MIGEN1000 | V03 | VO034 | MSBA15000055 | |
| C66073 | DELL LATITUDE 3440 LAPTOP | H3HBJ52 | 3440 | DELL | E | 20160630 | 1,172.06 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000112 |
| C66074 | KYOCERA 3501I PRINTER | L75SY15046 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B38 | REGRT90X1FSA | E06 | E0607 | VGWPW16001351 |
| C66075 | DATACARD SD360 PLASTIC CARD PRINTER | R-41005657 | SD360 | DATACARD | E | 20160630 | 1,558.77 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66079 | TOUGHBOOK CF 31 IS-5300U | 7FKKA19477 | IS-5300U | PANASONIC | E | 20170630 | 4,341.75 | MI | B711M | MIGEN1000 | E06 | E0603 | VGWPW17001226 |
| C66080 | TOUGHBOOK CF 31 IS-5300U | 7FKKA19420 | IS-5300U | PANASONIC | E | 20170630 | 4,341.74 | MI | B711M | MIGEN1000 | E06 | E0603 | VGWPW17001226 |
| C66081 | TOUGHBOOK CF 31 IS-5300U | 7FKKA19481 | IS-5300U | PANASONIC | E | 20170630 | 4,341.74 | MI | B711M | MIGEN1000 | E06 | E0603 | VGWPW17001226 |
| C66082 | TOUGHBOOK CF 31 IS-5300U | 7FKKA19483 | IS-5300U | PANASONIC | E | 20170630 | 4,341.74 | MI | B711M | MIGEN1000 | E06 | E0603 | VGWPW17001226 |
| C66083 | TOUGHBOOK CF 31 IS-5300U | 7FKKA19423 | IS-5300U | PANASONIC | E | 20170630 | 4,341.74 | MI | B711O | MIGEN1000 | E06 | E0603 | VGWPW17001226 |
| C66085 | GLORY MACH 3 COIN COUNTER | 6310033 | MACH 3 | GLORY | E | 20160630 | 4,507.00 | MI | B38 | REGRT90X1FSA | E06 | E0617 | VGWPW16000112 |
| C66086 | SKYJACK 19INCH ELECTRIC PLATFORM LIFT | 22100144 | SJ3219 | SKYJACK | E | 20160630 | 10,210.75 | MI | B711 | REGRT90X1FSA | E101 | E2001 | VGWPW16001351 |
| C66087 | SKYJACK 19INCH ELECTRIC PLATFORM LIFT | 22100283 | SJ3219 | SKYJACK | E | 20160630 | 10,210.75 | MI | B711 | REGRT90X1FSA | E101 | E2001 | VGWPW16001351 |
| C66091 | ResponseCard RF LCD | RAWRCRF03 | | | E | 20160630 | 1,736.91 | MI | B711 | REGRT90X1FSA | E06 | E0602 | VGWPW16000112 |
| C66093 | DELL POWEREDGE R430 SERVER | 88MHMB42 | R430 | DELL | E | 20160630 | 4,879.44 | MI | B711 | REGRT90X1FSA | E06 | E0611 | VGWPW16000112 |
| C66094 | DELL POWEREDGE R430 SERVER | 8VHNB42 | R430 | DELL | E | 20160630 | 4,879.44 | MI | B711 | REGRT90X1FSA | E06 | E0611 | VGWPW16000112 |
| C66095 | DELL POWEREDGE R430 SERVER | 88MBU42 | R430 | DELL | E | 20160630 | 4,879.44 | MI | B511 | REGRT90X1FSA | E06 | E0611 | VGWPW16000112 |
| C66096 | DELL POWEREDGE R430 SERVER | 88MKB42 | R430 | DELL | E | 20160630 | 4,879.44 | MI | B38 | REGRT90X1FSA | E06 | E0611 | VGWPW16000112 |
| C66097 | DELL POWEREDGE R430 SERVER | BVHMB42 | R430 | DELL | E | 20160630 | 4,879.44 | MI | B711 | REGRT90X1FSA | E06 | E0611 | VGWPW16000112 |
| C66857 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32271 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66858 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32188 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66859 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32298 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66860 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32287 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B511 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66861 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32269 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B511 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66862 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32185 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66863 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32232 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66864 | TOUGHBOOK CF 31 IS-5300U | 5GKSA32225 | IS-5300U | PANASONIC | E | 20160630 | 3,862.67 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000392 |
| C66867 | TOUGHBOOK CF 31 IS-5300U | SKKSA48686 | IS-5300U | PANASONIC | E | 20160630 | 4,323.49 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000443 |
| C66868 | TOUGHBOOK CF 31 IS-5300U | SKKSA48228 | IS-5300U | PANASONIC | E | 20160630 | 4,323.49 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000443 |
| C66869 | TOUGHBOOK CF 31 IS-5300U | SKKSA48605 | IS-5300U | PANASONIC | E | 20160630 | 4,323.49 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000443 |
| C66870 | TOUGHBOOK CF 31 IS-5300U | SKKSA47960 | IS-5300U | PANASONIC | E | 20160630 | 4,323.49 | MI | B511 | REGRT90X1FSA | E06 | E0603 | VGWPW16000443 |
| C66871 | TOUGHBOOK CF 31 IS-5300U | SKKSA48625 | IS-5300U | PANASONIC | E | 20160630 | 4,323.49 | MI | B38 | REGRT90X1FSA | E06 | E0603 | VGWPW16000443 |
| C66872 | DELL LATITUDE 3440 LAPTOP | J3HBJ52 | 3440 | DELL | E | 20160630 | 1,172.06 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000112 |
| C66873 | DELL LATITUDE 3440 LAPTOP | 24HBJ52 | 3440 | DELL | E | 20160630 | 1,172.06 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000112 |
| C66874 | DELL LATITUDE 3440 LAPTOP | G3HBJ52 | 3440 | DELL | E | 20160630 | 1,172.06 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000112 |
| C66875 | DELL LATITUDE 3440 LAPTOP | F3HBJ52 | 3440 | DELL | E | 20160630 | 1,172.06 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000112 |
| C66876 | DELL LATITUDE 3440 LAPTOP | 14HBJ52 | 3440 | DELL | E | 20160630 | 1,172.06 | MI | B711 | REGRT90X1FSA | E06 | E0603 | VGWPW16000112 |
| C66880 | KYOCERA 3501I PRINTER | L75SY15038 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW160001351 |
| C66884 | KYOCERA 3501I PRINTER | L75SZ15193 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B511 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66885 | KYOCERA 3501I PRINTER | L75SZ15215 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B511 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66886 | KYOCERA 3501I PRINTER | L75SZ15142 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B38 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66887 | KYOCERA 3501I PRINTER | L75SZ15210 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66888 | KYOCERA 3501I PRINTER | L75SZ15147 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66889 | KYOCERA 3551CI PRINTER | L8H6105897 | 3551CI | KYOCERA | E | 20160630 | 7,712.38 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66890 | KYOCERA 3501I PRINTER | L75SZ15196 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66891 | KYOCERA 3501I PRINTER | L75SZ15137 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66892 | KYOCERA 3501I PRINTER | L75SZ15145 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66893 | KYOCERA 8001I PRINTER | L8TSX02936 | 8001I | KYOCERA | E | 20160630 | 12,817.75 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66894 | KYOCERA 3501I PRINTER | L7N6110962 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66897 | KYOCERA 3501I PRINTER | L75SZ15176 | 3501I | KYOCERA | E | 20160630 | 5,214.00 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C66898 | KYOCERA 3551CI PRINTER | L8H5905341 | 3551CI | KYOCERA | E | 20160630 | 7,712.38 | MI | B711 | REGRT90X1FSA | E06 | E0607 | VGWPW16000750 |
| C67814 | NETAPP NETWORK STORAGE SERVER | 7.2ZE+11 | FAS8020A | NETAPP | E | 20170630 | 33,658.86 | MI | B711D | MIGEN1000 | E06 | E0611 | VGWPW17001226 |
| C67815 | NETAPP NETWORK STORAGE SERVER | 7.2ZE+11 | FAS8020A | NETAPP | E | 20170630 | 33,658.86 | MI | B711D | MIGEN1000 | E06 | E0611 | VGWPW17001226 |
| C67819 | NETAPP NETWORK STORAGE SERVER | 721646000267/268 | FAS2554A | NETAPP | E | 20170630 | 35,409.10 | MI | B38A | MIGEN1000 | E06 | E0611 | VGWPW17001226 |
| C67822 | OMNISWITCH SWITCH OS6860E-P48 | V2182215 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67823 | OMNISWITCH SWITCH OS6860E-P48 | V2182111 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67824 | OMNISWITCH SWITCH OS6860E-P48 | V2182143 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67825 | OMNISWITCH SWITCH OS6860E-P48 | V2182135 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67826 | OMNISWITCH SWITCH OS6860E-P48 | V2182243 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67827 | OMNISWITCH SWITCH OS6860E-P48 | V2182080 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67828 | OMNISWITCH SWITCH OS6860E-P48 | V2182071 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67829 | OMNISWITCH SWITCH CHASSIS | | OS6900-T20-F | ALCATEL | E | 20170630 | 9,115.00 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67830 | OMNISWITCH SWITCH CHASSIS | V0181770 | OS6900-T20-F | ALCATEL | E | 20170630 | 9,115.00 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67831 | OMNISWITCH SWITCH CHASSIS | | OS6900-X20-F | ALCATEL | E | 20170630 | 9,609.24 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67832 | OMNISWITCH SWITCH CHASSIS | V1982100 | OS6900-X20-F | ALCATEL | E | 20170630 | 9,609.24 | MI | B711D | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67833 | OMNISWITCH SWITCH OS6860E-P48 | V2182169 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B38A | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67834 | OMNISWITCH SWITCH OS6860E-P48 | V2182126 | OS6860E-P48 | ALCATEL | E | 20171121 | 4,954.19 | MI | B38A | MIGEN1000 | E06 | E0613 | VGWPW17001715 |
| C67835 | OMNISWITCH SWITCH OS6860E-P48 | V2182090 | OS6860E-P48 | | | | | | | | | | |

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| C67861 | FORD TRANSIT 2305 | 1FTBW3XV5GK823124 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000052 | |
| C67863 | TRANSIT BUS 1956 | 5FYC8FB14GF050051 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000014 | |
| C67864 | TRANSIT BUS 1955 | 5FYC8FB12GF050050 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000008 | |
| C70041 | TRANSIT BUS 1937 | 5FYC8FB10GF050032 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000001 | |
| C70042 | TRANSIT BUS 1938 | 5FYC8FB12GF050033 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000006 | |
| C70043 | TRANSIT BUS 1939 | 5FYC8FB14GF050034 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000012 | |
| C70044 | TRANSIT BUS 1940 | 5FYC8FB16GF050035 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000017 | |
| C70045 | TRANSIT BUS 1941 | 5FYC8FB18GF050036 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000022 | |
| C70046 | TRANSIT BUS 1942 | 5FYC8FB1XGF050037 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000026 | |
| C70047 | TRANSIT BUS 1943 | 5FYC8FB11GF050038 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000033 | |
| C70048 | TRANSIT BUS 1944 | 5FYC8FB13GF050039 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000009 | |
| C70049 | TRANSIT BUS 1945 | 5FYC8FB1XGF050040 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000027 | |
| C70050 | TRANSIT BUS 1946 | 5FYC8FB11GF050041 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000004 | |
| C70051 | TRANSIT BUS 1947 | 5FYC8FB13GF050042 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000010 | |
| C70052 | TRANSIT BUS 1948 | 5FYC8FB15GF050043 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000015 | |
| C70053 | TRANSIT BUS 1949 | 5FYC8FB17GF050044 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000020 | |
| C70054 | TRANSIT BUS 1950 | 5FYC8FB19GF050045 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000024 | |
| C70055 | TRANSIT BUS 1951 | 5FYC8FB10GF050046 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000002 | |
| C70056 | TRANSIT BUS 1952 | 5FYC8FB12GF050047 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000007 | |
| C70057 | TRANSIT BUS 1953 | 5FYC8FB14GF050048 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000013 | |
| C70058 | TRANSIT BUS 1954 | 5FYC8FB16GF050049 | XN40 | NEW FLYER V | | 20160630 | 489,148.84 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000018 | |
| C70083 | FORD TRANSIT 2307 | 1FTBW3XV9GK823126 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000064 | |
| C70085 | FORD TRANSIT 2309 | 1FTBW3XV2GK823128 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000043 | |
| C70087 | FORD TRANSIT 2311 | 1FTBW3XV0GK823130 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000038 | |
| C70088 | FORD TRANSIT 2312 | 1FTBW3XV2GK823131 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000044 | |
| C70089 | FORD TRANSIT 2313 | 1FTBW3XV4GK823132 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000050 | |
| C70090 | FORD TRANSIT 2314 | 1FTBW3XV6GK823133 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000055 | |
| C70092 | FORD TRANSIT 2316 | 1FTBW3XVXGK823135 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000068 | |
| C70093 | FORD TRANSIT 2317 | 1FTBW3XV1GK823136 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000042 | |
| C70094 | FORD TRANSIT 2318 | 1FTBW3XV3GK823137 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000047 | |
| C70095 | TRANSIT BUS 1965 | 5FYC8YC11GF050485 | XN60 | NEW FLYER V | | 20170630 | 796,428.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA17000001 | |
| C70095MI | BIKE RACK @ TRANSIT BUS 1965 | | 84033DSN | BYK RAK | E | 20210618 | 1,061.00 | MI | 8711 | MIGEN1000 | E08 | E1192 | VGPW2100669 |
| C70096 | TRANSIT BUS 1966 | 5FYC8YC13GF050486 | XN60 | NEW FLYER V | | 20170630 | 796,428.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA17000001 | |
| C70096MI | BIKE RACK @ TRANSIT BUS 1966 | | 84033DSN | BYK RAK | E | 20210618 | 1,061.00 | MI | 8711 | MIGEN1000 | E08 | E1192 | VGPW2100669 |
| C70097 | TRANSIT BUS 1967 | 5FYC8YC15GF050487 | XN60 | NEW FLYER V | | 20170630 | 796,428.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA17000001 | |
| C70097MI | BIKE RACK @ TRANSIT BUS 1967 | | 84033DSN | BYK RAK | E | 20210618 | 1,061.00 | MI | 8711 | MIGEN1000 | E08 | E1192 | VGPW2100669 |
| C70098 | TRANSIT BUS 1968 | 5FYC8YC17GF050488 | XN60 | NEW FLYER V | | 20170630 | 796,428.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA17000001 | |
| C70098MI | BIKE RACK @ TRANSIT BUS 1968 | | 84033DSN | BYK RAK | E | 20210618 | 1,061.00 | MI | 8711 | MIGEN1000 | E08 | E1192 | VGPW2100669 |
| C70099 | 2017 CARGO VAN #126 | NMOG59EF71H1294867 | MV1 | FORD | V | 20160630 | 57,160.00 | MI | MIGEN1000 | V03 | V0318 | MSBA16000072 | |
| C70100 | 2016 CARGO VAN #123 | 1FTYR1CM9GKA25197 | MV1 | FORD | V | 20160630 | 57,160.00 | MI | MIGEN1000 | V03 | V0318 | MSBA16000071 | |
| C72501 | FORD TRANSIT 2322 | 1FTBW3XV5GK823141 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000054 | |
| C72503 | FORD TRANSIT 2324 | 1FTBW3XV9GK823143 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000065 | |
| C72505 | FORD TRANSIT 2331 | 1FTBW3XVXGK823149 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000069 | |
| C72506 | FORD TRANSIT 2330 | 1FTBW3XV8GK823148 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000063 | |
| C72507 | FORD TRANSIT 2329 | 1FTBW3XV6GK823147 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000056 | |
| C72508 | FORD TRANSIT 2328 | 1FTBW3XV4GK823146 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000051 | |
| C72509 | FORD TRANSIT 2326 | 1FTBW3XV2GK823145 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000045 | |
| C72510 | FORD TRANSIT 2327 | 1FTBW3XVXGK823152 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000070 | |
| C72512 | FORD TRANSIT 2321 | 1FTBW3XV3GK823140 | Transit | FORD | V | 20160630 | 71,611.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA16000048 | |
| C72514 | TRANSIT BUS 1969 | 5FYC8YC19GF050489 | XN60 | NEW FLYER V | | 20170630 | 796,428.00 | MI | MIGEN1000 | VM5BA | V012 | MSBA17000001 | |
| C72514MI | BIKE RACK @ TRANSIT BUS 1969 | | 84033DSN | BYK RAK | E | 20210618 | 1,061.00 | MI | 8711 | MIGEN1000 | E08 | E1192 | VGPW2100669 |
| C72520 | ROAD TRUCK 9001 | 1HTMNAAM35H109994 | 4300 | Interation V | | 20160630 | 98,450.00 | MI | MIGEN1000 | V03 | V0035 | MSBA16000084 | |
| C72521 | SNOW TRUCK 9004 | 1FVDC3DJ88H260178 | M2106V | Freightliner V | | 20160630 | 158,232.00 | MI | MIGEN1000 | V03 | V0035 | MSBA16000080 | |
| C72522 | CARGO VAN 9005 | 1FTSS34L78DA69474 | Econoline 350 | Ford | V | 20160630 | 21,022.00 | MI | MIGEN1000 | V03 | V0318 | MSBA16000076 | |
| C72523 | SWEEPER 9006 | 1J9VM4HF78C172132 | 4000 | Allianz-Johr V | | 20160630 | 195,940.00 | MI | MIGEN1000 | V03 | V0315 | MSBA16000088 | |
| C72524 | RACK TRUCK 9007 | 1FVACVDJ90HAB4727 | M2-106 | Freightliner V | | 20160630 | 86,143.00 | MI | MIGEN1000 | V03 | V0035 | MSBA16000078 | |
| C72526 | SNOW TRUCK 9272 | 1FV2JF8B4YHG82232 | FL80 | Freightliner V | | 20160630 | 117,368.00 | MI | MIGEN1000 | V03 | V0035 | MSBA16000077 | |
| C72527 | SNOW TRUCK 9273 | 1FVDBXBV31H95553 | FL80 | Freightliner V | | 20160630 | 114,180.00 | MI | MIGEN1000 | V03 | V0035 | MSBA16000079 | |
| C72528 | UTILITY VEHICLE #127 | 1FMSK8DB8HGC79113 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72529 | UTILITY VEHICLE #128 | 1FMSK8DB8HGC79114 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72530 | UTILITY VEHICLE #129 | 1FMSK8DB8HGC79115 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72531 | UTILITY VEHICLE #130 | 1FMSK8DB8HGC79116 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72532 | UTILITY VEHICLE #131 | 1FMSK8DB8HGC79117 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72533 | UTILITY VEHICLE #132 | 1FMSK8DB8HGC79118 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72534 | UTILITY VEHICLE #133 | 1FMSK8DB8HGC79119 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72535 | UTILITY VEHICLE #134 | 1FMSK8DB8HGC79120 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72537 | UTILITY VEHICLE #136 | 1FMSK8DB8HGC79122 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72538 | UTILITY VEHICLE #137 | 1FMSK8DB8HGC79123 | EXPLORER XLT | FORD | V | 20170630 | 33,770.00 | MI | MIGEN1000 | V03 | V0032 | VGPW17000665 | |
| C72539 | SNOW TRUCK #138 | 1FT7X2B65HED80281 | F250 | FORD | V | 20170630 | 44,261.00 | MI | MIGEN1000 | V03 | V0311 | ACQ17M00001 | |
| C72540 | SNOW/SALT TRUCK #139 | 1FT7X2B63HED80280 | F250 | FORD | V | 20170630 | 49,929.00 | MI | MIGEN1000 | V03 | V0311 | ACQ17M00001 | |
| C72541 | SNOW/SALT TRUCK #140 | 1FT7X2B67HED80279 | F250 | FORD | V | 20170630 | 49,929.00 | MI | MIGEN1000 | V03 | V0311 | ACQ17M00001 | |
| C72546 | TRANSIT BUS 2332 | 2G1105S3J9111135 | IMPALA | CHEVROLET V | | 20170630 | 32,581.21 | MI | MIGEN1000 | V03 | | MSBA17000001 | |
| C72547 | TRANSIT BUS 2333 | 2G1105S3J9111177 | IMPALA | CHEVROLET V | | 20170630 | 32,581.21 | MI | MIGEN1000 | V03 | | MSBA17000001 | |
| C72548 | TRANSIT BUS 2334 | 2G1105S3J9111569 | IMPALA | CHEVROLET V | | 20170630 | 32,581.21 | MI | MIGEN1000 | V03 | | MSBA17000001 | |
| C72549 | TRANSIT BUS 2335 | 2G1105S3J9112302 | IMPALA | CHEVROLET V | | 20170630 | 32,581.21 | MI | MIGEN1000 | V03 | | MSBA17000001 | |
| C72550 | TRANSIT BUS 2336 | 2G1105S3J9112586 | IMPALA | CHEVROLET V | | 20170630 | 32,581.21 | MI | MIGEN1000 | V03 | | MSBA17000001 | |
| C76077 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 8DWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76078 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 5GWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76079 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR HNWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76080 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 8FWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76081 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 1CWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76082 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 9NWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76083 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 4TWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76084 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 48WYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76085 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 1NWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76086 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 5DWYMU2 | | IS-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGPW17001715 | |
| C76087 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR 2PWYMU2 | | | | | | | | | | | | |

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|----------|---|-------------------|---------------|--------------|---|----------|-----------|----|-----------|-----------|-------|--------------|--------------|
| C76106 | OPTIPLEX 5050 DESKTOP COMPUTER W/MONITOR | GNWVMJ2 | I5-7500 | DELL | E | 20171101 | 961.33 | MI | MIGEN1000 | E06 | E0624 | VGFW17001715 | |
| C76127MI | EATON 9390 UPS | FL351DA002 | 9390 | EATON | E | 20170630 | 70,600.82 | MI | 838A | MIGEN1000 | E06 | E0606 | VGFW18000181 |
| C76129 | BRAKEMATE BRAKE MAINTENANCE SYS. - VDPW18 | 160812191Q5/011T | A00157 | BRAKEMAT | E | 20180630 | 17,662.42 | MI | 8711M | MIGEN1000 | E10 | E1159 | VGFW18000355 |
| C76130 | BRAKEMATE BRAKE MAINTENANCE SYS. - VDPW18 | 170612191Q5/028T | A00173 | BRAKEMAT | E | 20180630 | 17,662.42 | MI | 8711M | MIGEN1000 | E10 | E1159 | VGFW18000355 |
| C76138 | HOT WATER PRESSURE WASHER - VDPW18000280 | 11105020-160159 | MHP4-35224E | LANDA | E | 20180630 | 9,101.91 | MI | 8711 | MIGEN1000 | E11 | E1188 | VGFW18000707 |
| C76139 | HYTORC 3/4 TORCGUN 8TM-1000 - VDPW180008C | 149267 | 3/4 TORCGUN | HYTORC | E | 20180630 | 9,085.27 | MI | 8711M | MIGEN1000 | E101 | E2006 | VGFW18000800 |
| C76140 | HYTORC PNEUMATIC TORQUE WRENCH - VDPW18 | D10132 | TORQUE WRENCH | HYTORC | E | 20180630 | 5,113.86 | MI | 8711M | MIGEN1000 | E101 | E2006 | VGFW18000800 |
| C76141 | HYTORC PNEUMATIC TORQUE WRENCH - VDPW18 | D10177 | TORQUE WRENCH | HYTORC | E | 20180630 | 5,113.86 | MI | 8711M | MIGEN1000 | E101 | E2006 | VGFW18000800 |
| C76142 | AIR DRUM BRAKE TRAINER - VDPW18000800 | | | CCP | E | 20180630 | 9,446.20 | MI | 8711M | MIGEN1000 | E101 | E2006 | VGFW18000800 |
| C76143 | AIR BRAKE SYSTEM TRAINER - VDPW18000800 | | | CCP | E | 20180630 | 18,403.80 | MI | 8711M | MIGEN1000 | E101 | E2006 | VGFW18000800 |
| C76146 | DELL POWEREDGE R740 SERVER | 67CQMR2 | R740 | DELL | E | 20180630 | 8,139.00 | MI | 8711D | MIGEN1000 | E06 | E0611 | VGFW19000120 |
| C76147 | DELL POWEREDGE R740 SERVER | 67CPMR2 | R740 | DELL | E | 20180630 | 8,139.00 | MI | 8711D | MIGEN1000 | E06 | E0611 | VGFW19000120 |
| C76147MI | FAREBOX SYSTEM R740 SERVER ADDITION | 67CPMR2 | R740 | DELL | E | 20210430 | 4,600.00 | MI | 8711D | MIGEN1000 | E06 | E0611 | VGFW21000313 |
| C76148 | DELL POWEREDGE M640 SERVER | 243RMR2 | M640 | DELL | E | 20180630 | 8,036.02 | MI | 8711D | MIGEN1000 | E06 | E0611 | VGFW19000120 |
| C76149 | DELL POWEREDGE M640 SERVER | 243PMR2 | M640 | DELL | E | 20180630 | 8,036.02 | MI | 8711D | MIGEN1000 | E06 | E0611 | VGFW19000120 |
| C76150 | DELL POWEREDGE M640 SERVER | 243NMR2 | M640 | DELL | E | 20180630 | 8,036.02 | MI | 8711D | MIGEN1000 | E06 | E0611 | VGFW19000120 |
| C76151 | DELL POWEREDGE M640 SERVER | 243QMR2 | M640 | DELL | E | 20180630 | 8,036.02 | MI | 8711D | MIGEN1000 | E06 | E0611 | VGFW19000120 |
| C76153 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 89BVOQ2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76154 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 892X0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76155 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 89H50Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76156 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 89850Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76157 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 88QW0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76158 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 891W0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76159 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 95MV0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76160 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 899T0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76161 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 951Z0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76162 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 89GT0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76163 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 95ZW0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76164 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 95LX0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76165 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 89J50Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76166 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 88SV0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76167 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 897W0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76168 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 89CS0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76169 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 950V0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76170 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 894X0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76171 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | 89FW0Q2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76172 | DELL OPTIPLEX 5060 DESKTOP COMPUTER | J986FL2 | OPTIPLEX 5060 | DELL | E | 20190128 | 929.61 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW19000120 |
| C76179 | ELECTRICAL TRANSPORTER MOBILE SHOP CART | MU1724802MS1782 | 48-2H WHITE | STAR EV CL V | | 20170630 | 10,407.96 | MI | | MIGEN1000 | V03 | V0032 | VGFW17000665 |
| C76201 | TRANSIT BUS 2337 - VDPW18000219 | 1DFDE4F5SHDC2121 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76202 | TRANSIT BUS 2338 - VDPW18000219 | 1DFDE4F5SHDC2122 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76203 | TRANSIT BUS 2339 - VDPW18000219 | 1DFDE4F5SHDC2119 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76204 | TRANSIT BUS 2340 - VDPW18000219 | 1DFDE4F5SHDC2125 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76205 | TRANSIT BUS 2341 - VDPW18000219 | 1DFDE4F5SHDC2115 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76206 | TRANSIT BUS 2342 - VDPW18000219 | 1DFDE4F5SHDC2127 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76207 | TRANSIT BUS 2343 - VDPW18000219 | 1DFDE4F5SHDC2120 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76208 | TRANSIT BUS 2344 - VDPW18000219 | 1DFDE4F5SHDC2122 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76209 | TRANSIT BUS 2345 - VDPW18000219 | 1DFDE4F5SHDC2128 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76210 | TRANSIT BUS 2346 - VDPW18000219 | 1DFDE4F5SHDC2116 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76211 | TRANSIT BUS 2347 - VDPW18000219 | 1DFDE4F5SHDC2129 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76212 | TRANSIT BUS 2348 - VDPW18000219 | 1DFDE4F5SHDC2123 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76213 | TRANSIT BUS 2349 - VDPW18000219 | 1DFDE4F5SHDC2118 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76214 | TRANSIT BUS 2350 - VDPW18000219 | 1DFDE4F5SHDC2117 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76215 | TRANSIT BUS 2351 - VDPW18000219 | 1DFDE4F5SHDC2126 | ALLSTAR | STARCRAFT V | | 20180630 | 77,627.41 | MI | | MIGEN1000 | VM5BA | V012 | VGFW18000572 |
| C76216 | 2017 ROAD TRUCK K141 - VDPW18000280 | 1DFBWSVPV4HB57547 | TRANSIT | FORD V | | 20180630 | 73,131.00 | MI | 8711 | MIGEN1000 | V03 | V0308 | VGFW18000707 |
| C76217 | PARATRANSIT BUS 2352 | 1FDEE3F5SKDC21106 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76218 | PARATRANSIT BUS 2353 | 1FDEE3F5SKDC21107 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76219 | PARATRANSIT BUS 2354 | 1FDEE3F5SKDC21108 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76220 | PARATRANSIT BUS 2355 | 1FDEE3F5SKDC21109 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76221 | PARATRANSIT BUS 2356 | 1FDEE3F5SKDC21110 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76222 | PARATRANSIT BUS 2357 | 1FDEE3F5SKDC21111 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76223 | PARATRANSIT BUS 2358 | 1FDEE3F5SKDC21112 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76224 | PARATRANSIT BUS 2359 | 1FDEE3F5SKDC21113 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76225 | PARATRANSIT BUS 2360 | 1FDEE3F5SKDC21114 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76226 | PARATRANSIT BUS 2361 | 1FDEE3F5SKDC21115 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76227 | PARATRANSIT BUS 2362 | 1FDEE3F5SKDC21116 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76228 | PARATRANSIT BUS 2363 | 1FDEE3F5SKDC21117 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76229 | PARATRANSIT BUS 2364 | 1FDEE3F5SKDC21118 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76230 | PARATRANSIT BUS 2365 | 1FDEE3F5SKDC21119 | ALLSTAR | FORD STAR V | | 20190630 | 70,152.90 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76231 | PARATRANSIT BUS 2366 | 1DFDE4F5SKDC21606 | ALLSTAR | FORD STAR V | | 20190630 | 82,568.63 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76232 | PARATRANSIT BUS 2367 | 1DFDE4F5SKDC21607 | ALLSTAR | FORD STAR V | | 20190630 | 82,568.63 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76233 | PARATRANSIT BUS 2368 | 1DFDE4F5SKDC21608 | ALLSTAR | FORD STAR V | | 20190630 | 82,568.63 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76234 | PARATRANSIT BUS 2369 | 1DFDE4F5SKDC21609 | ALLSTAR | FORD STAR V | | 20190630 | 82,568.63 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76235 | PARATRANSIT BUS 2370 | 1DFDE4F5SKDC21610 | ALLSTAR | FORD STAR V | | 20190630 | 82,568.63 | MI | | MIGEN1000 | VM5BA | V012 | VGFW19000863 |
| C76236 | REFRIGERANT RECOVERY MACHINE | 127783631 | | E | | 20190630 | 6,709.50 | MI | 8711M | MIGEN1000 | E10 | E1159 | VGFW20000154 |
| C76241 | OMNISWITCH SWITCH | W2081312 | OS6860E-P48 | LUCENT ALI E | | 20190630 | 11,379.60 | MI | | MIGEN1000 | E06 | E0613 | VGFW19000845 |
| C76242 | OMNISWITCH SWITCH | W2081291 | OS6860E-P48 | LUCENT ALI E | | 20190630 | 11,379.60 | MI | | MIGEN1000 | E06 | E0613 | VGFW19000845 |
| C76243 | DELL OPTIPLEX 5070 MT DESKTOP COMPUTER | HNZQ513 | 5070 MT | DELL | E | 20190106 | 1,048.67 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW20000154 |
| C76244 | DELL OPTIPLEX 5070 MT DESKTOP COMPUTER | HP0J513 | 5070 MT | DELL | E | 20190106 | 1,048.67 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW20000154 |
| C76245 | DELL OPTIPLEX 5070 MT DESKTOP COMPUTER | HP0L513 | 5070 MT | DELL | E | 20190106 | 1,048.67 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW20000154 |
| C76246 | DELL OPTIPLEX 5070 MT DESKTOP COMPUTER | HP0N513 | 5070 MT | DELL | E | 20190106 | 1,048.67 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW20000154 |
| C76247 | DELL OPTIPLEX 5070 MT DESKTOP COMPUTER | HP0K513 | 5070 MT | DELL | E | 20190106 | 1,048.67 | MI | 8711D | MIGEN1000 | E06 | E0624 | VGFW20000154 |
| C76248 | DELL OPTIPLEX 5070 MT | | | | | | | | | | | | |

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| C76274 | DELL LATITUDE 5501 LAPTOP | DR96X33 | 5501 | DELL | E | 20210330 | 1,510.97 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000436 |
| C76275 | DELL LATITUDE 5501 LAPTOP | JQGSX33 | 5501 | DELL | E | 20210330 | 1,510.97 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000436 |
| C76276 | DELL LATITUDE 5501 LAPTOP | 9RH5X33 | 5501 | DELL | E | 20210330 | 1,510.97 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000436 |
| C76277 | DELL LATITUDE 5501 LAPTOP | 2QY4X33 | 5501 | DELL | E | 20210330 | 1,510.97 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000436 |
| C76278 | DELL LATITUDE 5501 LAPTOP | 8QF5X33 | 5501 | DELL | E | 20210330 | 1,510.97 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000436 |
| C76279 | DELL LATITUDE 5501 LAPTOP | CPF5X33 | 5501 | DELL | E | 20210330 | 1,510.97 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000436 |
| C76280 | DELL LATITUDE 5501 LAPTOP | 78H5X33 | 5501 | DELL | E | 20210330 | 1,510.97 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000436 |
| C76281 | REFRIGERANT RECOVERY MACHINE | 989349732 | | | E | 20190630 | 6,709.50 | MI | B711M | MIGEN1000 | E10 | E1159 | VGPW20000154 |
| C76296 | CLEAVER BROOKS BOILER CONTROLS | F20092-13369 | | HAWK | E | 20200630 | 79,931.67 | MI | B711M | MIGEN1000 | E10 | E1159 | VGPW20001269 |
| C76297 | CLEAVER BROOKS BOILER CONTROLS | F20092-13369 | | HAWK | E | 20200630 | 59,948.76 | MI | B711M | MIGEN1000 | E10 | E1159 | VGPW20001269 |
| C76298 | 2020 GENIE ARTICULATING BOOM LIFT | Z4525XCF-1190 | Z-45XC | GENIE | E | 20200630 | 75,397.70 | MI | B711M | MIGEN1000 | E10 | E1159 | VGPW20001492 |
| C76300 | LATITUDE 5420 XCTO LAPTOP | CNQ78C3 | 5420 | DELL | E | 20210302 | 1,594.00 | MI | B711D | MIGEN1000 | E06 | E0603 | VGPW21000193 |
| C76337 | TRANSIT BUS #1992 | 5FYC8FB19M8075417 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000302 |
| C79291 | 2019 NON-REVENUE VEHICLE #142 | 3GNCIP58BK1327228 | TRAX LT | CHEVROLET V | | 20190630 | 27,944.45 | MI | B711 | MIGEN1000 | V03 | V0308 | VGPW20000154 |
| C79292 | UTILITY VEHICLE #143 | 3GNCIP58BK1329902 | TRAX LT | CHEVROLET V | | 20190630 | 27,944.45 | MI | MIGEN1000 | V03 | V0032 | VGPW19000845 | |
| C79293 | UTILITY VEHICLE #144 | 3GNCIP58BK1330522 | TRAX LT | CHEVROLET V | | 20190630 | 27,944.45 | MI | MIGEN1000 | V03 | V0032 | VGPW19000845 | |
| C79294 | UTILITY VEHICLE #145 | 3GNCIP58BK1331124 | TRAX LT | CHEVROLET V | | 20190630 | 27,944.45 | MI | MIGEN1000 | V03 | V0032 | VGPW19000845 | |
| C79295 | UTILITY VEHICLE #146 | 3GNCIP58BK1332155 | TRAX LT | CHEVROLET V | | 20190630 | 27,944.45 | MI | MIGEN1000 | V03 | V0032 | VGPW19000845 | |
| C79296 | TRANSIT BUS 1970 | 5FYC8FB16L8073512 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001106 | |
| C79297 | TRANSIT BUS 1971 | 5FYC8FB18L8073513 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001106 | |
| C79298 | TRANSIT BUS 1972 | 5FYC8FB1XL8073514 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001176 | |
| C79299 | TRANSIT BUS 1973 | 5FYC8FB11L8073515 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001106 | |
| C79300 | TRANSIT BUS 1974 | 5FYC8FB13L8073516 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001112 | |
| C79301 | TRANSIT BUS 1975 | 5FYC8FB15L8073517 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001112 | |
| C79302 | TRANSIT BUS 1976 | 5FYC8FB17L8073518 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001176 | |
| C79303 | TRANSIT BUS 1977 | 5FYC8FB19L8073519 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001112 | |
| C79304 | TRANSIT BUS 1978 | 5FYC8FB15L8073520 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001112 | |
| C79305 | TRANSIT BUS 1979 | 5FYC8FB17L8073521 | XN40 | NEW FLYER V | | 20190630 | 538,947.46 | MI | MIGEN1000 | VMSBA | V012 | VGPW19001176 | |
| C79306 | 2019 NON-REVENUE VEHICLE #147 | 1FT7X2B66KEG08019 | F250 PICK UP | FORD V | | 20190630 | 53,959.65 | MI | B711 | MIGEN1000 | V03 | V0308 | VGPW20000154 |
| C79307 | 2020 PARATRANSIT VEHICLE #2371 | 1FDEE3F52KDC64586 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79308 | 2020 PARATRANSIT VEHICLE #2372 | 1FDEE3F56KDC64591 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79309 | 2020 PARATRANSIT VEHICLE #2373 | 1FDEE3F58KDC64589 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79310 | 2020 PARATRANSIT VEHICLE #2374 | 1FDEE3F54KDC64590 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79311 | 2020 PARATRANSIT VEHICLE #2375 | 1FDEE3F59KDC64584 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79312 | 2020 PARATRANSIT VEHICLE #2376 | 1FDEE3F54KDC64587 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79313 | 2020 PARATRANSIT VEHICLE #2377 | 1FDEE3F57KDC65541 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79314 | 2020 PARATRANSIT VEHICLE #2378 | 1FDEE3F59KDC65542 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79315 | 2020 PARATRANSIT VEHICLE #2379 | 1FDEE3F50KDC64585 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79316 | 2020 PARATRANSIT VEHICLE #2380 | 1FDEE3F50KDC65543 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79317 | 2020 PARATRANSIT VEHICLE #2381 | 1FDEE3F54KDC65545 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79318 | 2020 PARATRANSIT VEHICLE #2382 | 1FDEE3F56KDC65546 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79319 | 2020 PARATRANSIT VEHICLE #2383 | 1FDEE3F52KDC65544 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79320 | 2020 PARATRANSIT VEHICLE #2384 | 1FDEE3F56KDC64588 | ALLSTAR | FORD STAR V | | 20200630 | 71,149.01 | MI | B38 | MIGEN1000 | VMSBA | V012 | VGPW20000302 |
| C79321 | 2020 NON-REVENUE VEHICLE #148 | 2T3MWRFPV8LW061796 | RAV-4 HYBRID | TOYOTA V | | 20200630 | 34,779.78 | MI | B900 | MIGEN1000 | V03 | V0308 | VGPW20000302 |
| C79322 | 2020 NON-REVENUE VEHICLE #149 | 2T3MWRFPV4LW062976 | RAV-4 HYBRID | TOYOTA V | | 20200630 | 34,779.78 | MI | B900 | MIGEN1000 | V03 | V0308 | VGPW20000302 |
| C79323 | 2020 NON-REVENUE VEHICLE #150 | 2T3MWRFPV7LW066181 | RAV-4 HYBRID | TOYOTA V | | 20200630 | 34,779.78 | MI | B900 | MIGEN1000 | V03 | V0308 | VGPW20000302 |
| C79324 | 2020 NON-REVENUE VEHICLE #151 | 2T3MWRFPV9LW067302 | RAV-4 HYBRID | TOYOTA V | | 20200630 | 34,779.78 | MI | B900 | MIGEN1000 | V03 | V0308 | VGPW20000302 |
| C79325MI | TRANSIT BUS 1980 | 5FYC8FB11M8075413 | XN40 | NEW FLYER V | | 20200630 | 551,410.00 | MI | B711 | MIGEN1000 | V03 | V0339 | VGPW20001449 |
| C79326 | TRANSIT BUS #1981 | 5FYC8FB13M8075414 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000224 |
| C79327 | TRANSIT BUS #1982 | 5FYC8FB15M8075415 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000224 |
| C79328 | TRANSIT BUS #1983 | 5FYC8FB13M8075414 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000302 |
| C79329 | TRANSIT BUS #1984 | 5FYC8FB19M8075417 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000193 |
| C79330 | TRANSIT BUS #1985 | 5FYC8FB19M8075417 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000193 |
| C79331 | TRANSIT BUS #1986 | 5FYC8FB12M8075419 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000224 |
| C79332 | TRANSIT BUS #1987 | 5FYC8FB19M8075420 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000224 |
| C79333 | TRANSIT BUS #1988 | 5FYC8FB10M8075421 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000224 |
| C79334 | TRANSIT BUS #1989 | 5FYC8FB12M8075422 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000313 |
| C79335 | TRANSIT BUS #1990 | 5FYC8FB15M8075415 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000302 |
| C79336 | TRANSIT BUS #1991 | 5FYC8FB16M8075424 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000313 |
| C79338 | TRANSIT BUS #1993 | 5FYC8FB1XM8075426 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000313 |
| C79339 | TRANSIT BUS #1994 | 5FYC8FB10M8075418 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000302 |
| C79340 | TRANSIT BUS #1995 | 5FYC8FB13M8075428 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW21000313 |
| C79341 | TRANSIT BUS #1996 | 5FYC8FB15M8075429 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | REGRT13X4NYS | VMSBA | V012 | VPDW21000278 |
| C79342 | TRANSIT BUS #1997 | 5FYC8FB11M8075430 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | REGRT13X4NYS | VMSBA | V012 | VPDW21000278 |
| C79343 | TRANSIT BUS #1998 | 5FYC8FB13M8075431 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | REGRT13X4NYS | VMSBA | V012 | VPDW21000290 |
| C79344 | TRANSIT BUS #1999 | 5FYC8FB15M8075432 | XN40 | NEW FLYER V | | 20210630 | 551,454.28 | MI | B711 | REGRT13X4NYS | VMSBA | V012 | VPDW21000290 |
| C79345 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJ4 | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79346 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJ7 | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79347 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEHX | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79348 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJ5 | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79349 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEHW | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79350 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEIB | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79351 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEIB | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79352 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJ2 | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79353 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEHV | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79354 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJD | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79355 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEHT | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79356 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEH2 | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79357 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJ3 | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79358 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJ6 | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79359 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJC | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW20001269 | |
| C79360 | LENOVO TC M920Q I5 9500T DESKTOP COMPUTER MJ0DFEJA | M920Q | LENOVO | E | 20201026 | 537.69 | MI | B711D | MIGEN1000 | E06 | E062 | | |

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| C79390 | TRANSIT BUS #2005 | 15GG03113M3196136 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79391 | TRANSIT BUS #2006 | 15GG03115M3196137 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79392 | TRANSIT BUS #2007 | 15GG03117M3196138 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79393 | TRANSIT BUS #2008 | 15GG03119M3196139 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79394 | TRANSIT BUS #2009 | 15GG03115M3196140 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79395 | TRANSIT BUS #2010 | 15GG03117M3196141 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79396 | TRANSIT BUS #2011 | 15GG03119M3196142 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79397 | TRANSIT BUS #2012 | 15GG03110M3196143 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79398 | TRANSIT BUS #2013 | 15GG03112M3196144 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79399 | TRANSIT BUS #2014 | 15GG03114M3196145 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79400 | TRANSIT BUS #2015 | 15GG03116M3196146 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79401 | TRANSIT BUS #2016 | 15GG03118M3196147 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79402 | TRANSIT BUS #2017 | 15GG03111M3196148 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79403MI | TRANSIT BUS #2018 | 15GG03111M3196149 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79404 | TRANSIT BUS #2019 | 15GG03118M3196150 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79405 | TRANSIT BUS #2020 | 15GG03111M3196151 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79406 | TRANSIT BUS #2021 | 15GG03111M3196152 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79407 | TRANSIT BUS #2022 | 15GG03113M3196153 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79408 | TRANSIT BUS #2023 | 15GG03115M3196154 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79409 | TRANSIT BUS #2024 | 15GG03117M3196155 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79410 | TRANSIT BUS #2025 | 15GG03119M3196156 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001019 | |
| C79411 | TRANSIT BUS #2026 | 15GG03110M3196157 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79412 | TRANSIT BUS #2027 | 15GG03112M3196158 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79413 | TRANSIT BUS #2028 | 15GG03114M3196159 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79414 | TRANSIT BUS #2029 | 15GG03110M3196160 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79415 | TRANSIT BUS #2030 | 15GG03112M3196161 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79416 | TRANSIT BUS #2031 | 15GG03114M3196162 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79417 | TRANSIT BUS #2032 | 15GG03116M3196163 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79418 | TRANSIT BUS #2033 | 15GG03118M3196164 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | MIGEN1000 | VMSBA | VO12 | VGWP21001235 | |
| C79419 | TRANSIT BUS #2034 | 15GG03111M3196165 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79420 | TRANSIT BUS #2035 | 15GG03111M3196166 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79421 | TRANSIT BUS #2036 | 15GG03113M3196167 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79422 | TRANSIT BUS #2037 | 15GG03115M3196168 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79423 | TRANSIT BUS #2038 | 15GG03117M3196169 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79424 | TRANSIT BUS #2039 | 15GG03113M3196170 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79425 | TRANSIT BUS #2040 | 15GG03115M3196171 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79426 | TRANSIT BUS #2041 | 15GG03117M3196172 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79427 | TRANSIT BUS #2042 | 15GG03119M3196173 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79428 | TRANSIT BUS #2043 | 15GG03110M3196174 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79429 | TRANSIT BUS #2044 | 15GG03112M3196175 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79430 | TRANSIT BUS #2045 | 15GG03114M3196176 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79431 | TRANSIT BUS #2046 | 15GG03116M3196177 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79432 | TRANSIT BUS #2047 | 15GG03118M3196178 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79433 | TRANSIT BUS #2048 | 15GG03111M3196179 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79434 | TRANSIT BUS #2049 | 15GG03116M3196180 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79435 | TRANSIT BUS #2050 | 15GG03118M3196181 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79436 | TRANSIT BUS #2051 | 15GG03111M3196182 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79437 | TRANSIT BUS #2052 | 15GG03111M3196183 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79438 | TRANSIT BUS #2053 | 15GG03113M3196184 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79439 | TRANSIT BUS #2054 | 15GG03115M3196185 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79440 | TRANSIT BUS #2055 | 15GG03117M3196186 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001454 |
| C79441 | TRANSIT BUS #2056 | 15GG03119M3196187 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79442 | TRANSIT BUS #2057 | 15GG03110M3196188 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79443 | TRANSIT BUS #2058 | 15GG03112M3196189 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79444 | TRANSIT BUS #2059 | 15GG03119M3196190 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79445 | TRANSIT BUS #2060 | 15GG03110M3196191 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79446 | TRANSIT BUS #2061 | 15GG03112M3196192 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79447 | TRANSIT BUS #2062 | 15GG03114M3196193 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79448 | TRANSIT BUS #2063 | 15GG03116M3196194 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79449 | TRANSIT BUS #2064 | 15GG03118M3196195 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79450 | TRANSIT BUS #2065 | 15GG03111M3196196 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79451 | TRANSIT BUS #2066 | 15GG03111M3196197 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79452 | TRANSIT BUS #2067 | 15GG03113M3196198 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001630 |
| C79453 | TRANSIT BUS #2068 | 15GG03115M3196199 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79454 | TRANSIT BUS #2069 | 15GG03118M3196200 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79455 | TRANSIT BUS #2070 | 15GG03111M3196201 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79456 | TRANSIT BUS #2071 | 15GG03111M3196202 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79457 | TRANSIT BUS #2072 | 15GG03113M3196203 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79458 | TRANSIT BUS #2073 | 15GG03115M3196204 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79459 | TRANSIT BUS #2074 | 15GG03117M3196205 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79460 | TRANSIT BUS #2075 | 15GG03119M3196206 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79461 | TRANSIT BUS #2076 | 15GG03110M3196207 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79462 | TRANSIT BUS #2077 | 15GG03112M3196208 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79463 | TRANSIT BUS #2078 | 15GG03114M3196209 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79464 | TRANSIT BUS #2079 | 15GG03110M3196210 | BRT PLUS | GILLIG | V | 20210630 | 511,039.00 | MI | 8711 | MIGEN1000 | VMSBA | VO12 | VGWP21001722 |
| C79465 | PARATRANSIT BUS #2385 | 1FDEE3FN8DC17254 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001455 |
| C79466 | PARATRANSIT BUS #2386 | 1FDEE3FN8DC17255 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001455 |
| C79467 | PARATRANSIT BUS #2387 | 1FDEE3FN1DC17256 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001455 |
| C79468 | PARATRANSIT BUS #2388 | 1FDEE3FN3DC17257 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001455 |
| C79469 | PARATRANSIT BUS #2389 | 1FDEE3FN6DC17253 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001685 |
| C79470 | PARATRANSIT BUS #2390 | 1FDEE3FN5DC17258 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001685 |
| C79471 | PARATRANSIT BUS #2391 | 1FDEE3FN7DC17259 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001685 |
| C79472 | PARATRANSIT BUS #2392 | 1FDEE3FN4DC17612 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | VO12 | VGWP21001455 |
| C79473 | PARATRANSIT BUS #2393 | 1FDEE3FNKDC17613 | ALLSTAR | STARCRAFT V | | 20210630 | 73,379.07 | MI | 838 | MIGEN1000 | VMSBA | | |

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|--------|--|----------------------|--------------------|----------|----------|------------|------------|-------|-----------|-----------|-------|--------------|--------------|
| C96934 | LENOVO THINKCENTRE M70T I5 DESKTOP COMPUT MJ0HBF8G | M70T | LENOVO | E | 20220601 | 823.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96935 | LENOVO THINKCENTRE M70T I5 DESKTOP COMPUT MJ0HBF8B | M70T | LENOVO | E | 20220601 | 823.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96936 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ0 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96937 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ1 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96938 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ2 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96939 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ3 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96940 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ4 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96941 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ5 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96942 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ6 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96943 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ7 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96944 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBFQ8 | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96945 | LENOVO THINKCENTRE M70T I7 DESKTOP COMPUT MJ0HBE2P | M70T | LENOVO | E | 20220601 | 1,188.42 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW22001016 | |
| C96976 | TRANSIT BUS #2086 | 15GGD3116N3197556 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002272 |
| C96977 | TRANSIT BUS #2087 | 15GGD3118N3197557 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96978 | TRANSIT BUS #2088 | 15GGD311XN3197558 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002272 |
| C96979 | TRANSIT BUS #2089 | 15GGD3111N3197559 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96980 | TRANSIT BUS #2090 | 15GGD3118N3197560 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96981 | TRANSIT BUS #2091 | 15GGD311XN3197561 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96982 | TRANSIT BUS #2092 | 15GGD3111N3197562 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96983 | TRANSIT BUS #2093 | 15GGD3113N3197563 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96984 | TRANSIT BUS #2094 | 15GGD3115N3197564 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96985 | TRANSIT BUS #2095 | 15GGD3117N3197565 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96986 | TRANSIT BUS #2096 | 15GGD3119N3197566 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96987 | TRANSIT BUS #2097 | 15GGD3110N3197567 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96988 | TRANSIT BUS #2098 | 15GGD3112N3197568 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96989 | TRANSIT BUS #2099 | 15GGD3114N3197569 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22001809 |
| C96990 | TRANSIT BUS #2100 | 15GGD3110N3197570 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96991 | TRANSIT BUS #2101 | 15GGD3112N3197571 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96992 | TRANSIT BUS #2102 | 15GGD3114N3197572 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96993 | TRANSIT BUS #2103 | 15GGD3116N3197573 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96994 | TRANSIT BUS #2104 | 15GGD3118N3197574 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002272 |
| C96995 | TRANSIT BUS #2105 | 15GGD311XN3197575 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96996 | TRANSIT BUS #2106 | 15GGD3111N3197576 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96997 | TRANSIT BUS #2107 | 15GGD3113N3197577 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96998 | TRANSIT BUS #2108 | 15GGD3115N3197578 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002051 |
| C96999 | TRANSIT BUS #2109 | 15GGD3117N3197579 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002272 |
| C97000 | TRANSIT BUS #2110 | 15GGD3113N3197580 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002272 |
| C97001 | TRANSIT BUS #2111 | 15GGD3115N3197581 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002272 |
| C97002 | TRANSIT BUS #2112 | 15GGD3117N3197582 | BRT PLUS | GILLIG | V | 20220630 | 552,605.00 | MI | B711 | MIGEN1000 | VMSBA | V012 | VGPW22002272 |
| C97044 | YALE FORK LIFT | A985802944W | ERP100VME80TI YALE | E | 20220630 | 119,792.74 | MI | B711 | MIGEN1000 | E18 | E1801 | VGPW22002272 | |
| C97045 | YALE FORK LIFT | A955N04845W | ERP040VFN48TE YALE | E | 20220630 | 64,301.66 | MI | B711 | MIGEN1000 | E18 | E1801 | VGPW22002272 | |
| C97046 | YALE FORK LIFT | A955N04857W | ERP040VFN48TE YALE | E | 20220630 | 64,301.66 | MI | B711 | MIGEN1000 | E18 | E1801 | VGPW22002272 | |
| C97047 | YALE FORK LIFT | G807N17690W | ERP040VFN48TE YALE | E | 20220630 | 64,301.66 | MI | B711 | MIGEN1000 | E18 | E1801 | VGPW22002272 | |
| C97048 | YALE FORK LIFT | A955N04858W | ERP040VFN48TE YALE | E | 20220630 | 64,301.66 | MI | B711 | MIGEN1000 | E18 | E1801 | VGPW22002272 | |
| MOBILE | MOBILE BATTERY CHARGER - ELECTRIC BUSES | HE981902501221102010 | CCSI | HELIOX | E | 20220630 | 33,372.08 | MI | B711M | MIGEN1000 | E10 | E1159 | VGPW22002392 |
| C97095 | Servers - PowerEdge R450 | JGTSBW3 | POWEREDGE | R450 | E | 20220630 | 5,800.00 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW23000505 |
| C97094 | Servers - PowerEdge R450 | 1HTSBW3 | POWEREDGE | R450 | E | 20220630 | 5,800.00 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW23000505 |
| C97093 | Servers - PowerEdge R450 | HGTSBW3 | POWEREDGE | R450 | E | 20220630 | 5,800.00 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW23000505 |
| C97096 | Maintenance Diagnostic Tablets | 8230366 | DYNEX | 82-40737 | E | 20220630 | 4,830.00 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW23000505 |
| C97097 | Maintenance Diagnostic Tablets | 8230364 | DYNEX | 82-40737 | E | 20220630 | 4,830.00 | MI | B711D | MIGEN1000 | E06 | E0624 | VGPW23000505 |

SCHEDULE 2

County Properties/Assets

SCHEDULE 2

COUNTY PROPERTIES/ASSETS

1. Facilities:
 - Mitchel Field (700 Commercial Avenue, Garden City)
 - Rockville Centre (50 Banks Avenue, Rockville Centre)
 - Stewart Avenue (947 Stewart Avenue, Garden City)
 - Hempstead Transit Center (Rosa Parks – 68 West Columbia Street, Hempstead)
2. Revenue Vehicles - 2024
 - Non-Revenue Vehicles – 2024
 - Service Support Equipment – 2024
3. Usable inventory of \$952,061 (as of 07/2023)

SCHEDULE 3

Non-County Properties

SCHEDULE 3

NON-COUNTY PROPERTIES

1. Mineola Intermodal Center, Mineola, New York
2. Jamaica Station, Jamaica, New York
3. Any and all bus stops and signs located in Queens County, New York
4. Any and all bus stops and signs located in Suffolk County, New York
5. Roosevelt Field Mall Bus Area

EXHIBIT A

FTA Master Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53 and Title 23, United States Code (Highways), as amended by
the Infrastructure Investment and Jobs Act of 2021, the Fixing America's Surface
Transportation (FAST) Act, the Moving Ahead for Progress in the 21st Century Act
(MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy
for Users (SAFETEA-LU), the SAFETEA-LU Technical Corrections Act of 2008, or other
federal laws that FTA administers.**

**FTA MA(30)
November 2, 2022**

<http://www.transit.dot.gov>

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**UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

MASTER AGREEMENT

PREFACE

Statutory Authorities

This is the official Federal Transit Administration (FTA) Master Agreement that applies to each Underlying Agreement (Grant Agreement, Cooperative Agreement, Loan Agreement, Loan Guarantee Agreement, or Line of Credit Agreement) for a specific Award authorized by:

- (a) Federal transit laws, 49 U.S.C. chapter 53, as amended, including the following:
 - (1) The Infrastructure Investment and Jobs Act of 2021, Public Law No. 117-58, November 15, 2021, and other authorizing legislation that may be enacted;
 - (2) The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015;
 - (3) The Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112- 141, July 6, 2012, as amended by the Surface Transportation and Veterans Health Care Choice Improvement Act of 2015, Public Law No. 114-41, July 31, 2015; and
 - (4) The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008.
- (b) Continuing Resolutions or Other Appropriations Resolutions or Acts funding the Department of Transportation during Fiscal Year 2021.
- (c) Title 23, United States Code (Highways).
- (d) Other federal legislation that FTA administers, as FTA so determines.

Purpose of this Master Agreement

This FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement with the Recipient, which Underlying Agreement may take the form of an:

- (a) FTA Grant Agreement, including an FTA Grant Agreement for an award of federal assistance under the Tribal Transit Program;
- (b) FTA Cooperative Agreement; or
- (c) Transportation Infrastructure Finance Innovation Act (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) Loan, Loan Guarantee, Line of Credit, Master Credit Agreement for a Project overseen by FTA, or State Infrastructure Bank (SIB) Cooperative Agreement.

THEREFORE, in consideration of the mutual covenants, promises, and representations herein, FTA and the Recipient agree as follows:

GENERALLY APPLICABLE PROVISIONS

Section 1. Terms of this Master Agreement and Compliance.

- (a) The Recipient must comply with all applicable federal laws, regulations, and requirements, and should follow applicable federal guidance, except as FTA determines otherwise in writing.
- (b) To assure compliance with federal laws, regulations, and requirements, the Recipient must take measures to assure that other participants in its Underlying Agreements (e.g., Third Party Participants) comply with applicable federal laws, regulations, and requirements, and follow applicable federal guidance, except as FTA determines otherwise in writing.
- (c) FTA may take enforcement action if the Recipient or a Third Party Participant violates an applicable federal law, regulation, or requirement, or does not follow applicable federal guidance.
- (d) FTA and the Recipient agree that not every provision of this Master Agreement will apply to every Recipient or Underlying Agreement.
 - (1) FTA has divided this Master Agreement into the “Preface,” “Generally Applicable Provisions,” and “Special Provisions for Specific Programs.”
 - (2) This Master Agreement has an Appendix A illustrating the specific provisions of this Master Agreement that apply to the Tribal Transit Programs.
 - (3) Criteria determining which federal laws, regulations, requirements, and guidance apply include the type of Award, the federal law authorizing federal assistance for the Award, the federal law, regulations, or requirements governing how the Award must be implemented, the federal guidance pertaining to the Award, and the Recipient’s legal status as a “state,” “state instrumentality,” a “local government,” a federally recognized Indian Tribe (Indian Tribe), a “private nonprofit entity,” a “private for-profit entity,” or an individual.
- (e) As provided in federal laws, regulations, requirements, and guidance, FTA will enforce only those federal laws, regulations, requirements, and guidance that apply to the specific FTA Recipient, its Third Party Participants, or to any Project and related activities encompassed in the Award, the accompanying Underlying Agreement, and any Amendments thereto.

- (f) Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement.
- (g) This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or Amendment to this Master Agreement or the Underlying Agreement.

Section 2. Definitions.

- (a) *List of Definitions.* In addition to the definitions provided in 49 U.S.C. § 5302, as amended, or in previous legislation if circumstances may require, the Recipient agrees that the following definitions apply:
 - (1) *Application* means the request for federal assistance submitted that is signed and dated by the Applicant or an official authorized to act on the behalf of the Applicant, and includes all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Applicant, and has been reviewed by FTA staff and addresses FTA's comments and concerns. An application for federal assistance in the form of a Grant or Cooperative Agreement must be submitted in in FTA's Transit Award Management System (TrAMS).
 - (2) *Approval*, unless FTA determines otherwise in writing, means a written statement of an authorized federal official transmitted electronically or in typewritten hard copy expressly permitting the Recipient to take or omit an action in connection with its Underlying Agreement, and signed by a federal official authorized to permit the Recipient to take or omit an action that may not be taken or omitted without the Federal Government's permission. Approval does not mean permission to take or omit a similar action other than the specific action for which approval was given and does not include an oral permission or interpretation, which has no legal force, authority, or effect. For purposes of this Master Agreement, the definition of "approval" also applies to "concurrence" and "waiver."
 - (3) *Associated Transit Improvement* means, with respect to a Project or an area to be served by a Project, an activity that is designed to enhance transit service or use and that is physically or functionally related to transit facilities.

- (4) *Award* means the Scope of Work that FTA has approved when FTA agreed to provide federal assistance. The Award also includes the requirements of all documents, terms, and conditions incorporated by reference and made part of the Underlying Agreement, which may be a Grant or Cooperative Agreement.
- (5) *Award Budget* [formerly, *Approved Project Budget*] means the budget for all the Projects encompassed by the FTA Award. In contrast, Project Budget means the budget allocated for a single Project contained within an Award that FTA or a pass-through entity approves during the federal award process or in subsequent amendments to the FTA Award. It may include the federal and non-federal share or only the federal share, as determined by FTA or the pass-through entity. For legal and other purposes, FTA reserves the right to consider information other than that displayed electronically or on paper in the “Award Budget” to determine the scope of the Award, eligible Project activities, and other terms used in connection with the Award.
- (6) *Common Rules* means any one or more of the following:
- (i) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. Office of Management and Budget (OMB) regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200;
 - (ii) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 CFR Part 18; and
 - (iii) U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 CFR Part 19.
- (7) *Concurrence* has the same meaning as the definition of Approval in this section of this Master Agreement.
- (8) *Cooperative Agreement* means an instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6305, the Federal Government takes an active role and retains substantial control. An FTA Cooperative Agreement consists of three parts:

- (i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;
 - (ii) The Terms and Conditions incorporated by reference and made part of the Cooperative Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:
 - (A) The most recent “Federal Transit Administration Master Agreement, which applies to this Cooperative Agreement;
 - (B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and
 - (C) Any Award notification containing special conditions or requirements if issued; and
 - (iii) The Execution of the Cooperative Agreement by the Recipient.
- (9) *Designated Recipient* means an entity designated, in accordance with the planning process under 49 U.S.C. §§ 5303 and 5304, by the governor of a state, responsible local officials, and publicly owned operators of public transportation, to receive and apportion amounts under 49 U.S.C. § 5336 to urbanized areas of 200,000 or more in population; or a state or regional authority, if the authority is responsible under the laws of a state for a Capital Project and for financing and directly providing public transportation.
- (10) *Disability* has the same meaning as in section 3(1) of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12102.
- (11) *Federal Assistance* means a type of federal funding that the Recipient receives through the Underlying Agreement.
- (12) *Federal Award Identification Number* has the same meaning as “Project No.” in previous Grant Agreements and Cooperative Agreements with FTA.
- (13) *Federal Government* means the United States of America and any of its executive departments or agencies.
- (14) *Federal Guidance* includes any federal document or publication signed by an authorized federal official providing official instructions or advice about a federal program that is not defined as a “federal requirement” and applies to

entities other than the Federal Government. Federal Guidance also may apply to the Federal Government, and may take the form of a:

- (i) Federal directive;
- (ii) Federal circular;
- (iii) Federal order;
- (iv) Federal published policy;
- (v) Federal administrative practice;
- (vi) Federal guideline;
- (vii) Federal guidance document;
- (viii) Letter signed by an authorized federal official; or
- (ix) Similar document.

(15) *Federal Requirement* means:

- (i) An applicable federal law, regulation, or executive order;
- (ii) An applicable provision of the Underlying Agreement, including any Special Condition, Requirement, Provision, or Condition of Award;
- (iii) This Master Agreement;
- (iv) A later Master Agreement after FTA and the Recipient have entered into the Underlying Agreement; or
- (v) Another applicable federal mandate.

(16) *Federal Transit Administration (FTA)* is an operating administration of the Department of Transportation (U.S. DOT). Any reference to the “Urban Mass Transportation Administration” (also referred to as “UMTA”) refers to the “Federal Transit Administration” or “FTA” when appearing in any records of the United States.

(17) *Federal Transit Administrator* is the head of the Federal Transit Administration.

(18) *Federally Recognized Indian Tribe* means an Indian tribe that is federally recognized by the Bureau of Indian Affairs of the U.S. Department of the

Interior in accordance with the provisions of the Federally Recognized Indian Tribe List Act of 1994, as amended, 25 U.S.C. § 5130.

- (19) *Fiscal Year*, as used in this Master Agreement, means “federal fiscal year,” which begins on October 1 of each calendar year and ends on September 30 of the next calendar year.
- (20) *Governor* means the governor of a state, the mayor of the District of Columbia, or the chief executive officer of a territory of the United States and includes the designee thereof.
- (21) *Grant Agreement* means a legal instrument that the Federal Government uses to award federal assistance to the Recipient to support each specific Project and related activities described in the Underlying Agreement in which, consistent with 31 U.S.C. § 6304, the Federal Government does not take an active role and does not retain substantial control. An FTA Grant Agreement consists of three parts:
 - (i) The FTA Award, consisting of the amount of federal assistance FTA is providing to support each specific Project and related activities, and a description of each Project as set forth in the Application submitted to FTA in TrAMS or on paper if permitted;
 - (ii) The Terms and Conditions incorporated by reference and made part of the Grant Agreement consisting of the following documents, irrespective of whether electronic or in typewritten hard copy, including:
 - (A) The most recent “Federal Transit Administration Master Agreement, which applies to this Grant Agreement;
 - (B) The current Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA; and
 - (C) Any Award notification containing special conditions or requirements if issued; and
 - (iii) The Execution of the Grant Agreement by the Recipient.
- (22) *Indian Tribe* means the Recipient or Subrecipient that receives “Tribal Transit Program” assistance authorized by 49 U.S.C. § 5311(c)(1) to support its Underlying Agreement.

- (23) *Internal Controls* means a process, implemented by a Recipient or Subrecipient, designed to provide reasonable assurance regarding the achievement of objectives in the following categories: (a) effectiveness and efficiency of operations, (b) reliability of reporting for internal and external use, and (c) compliance with applicable laws, regulations, and requirements.
- (24) *Local Government Authority* includes (a) a political subdivision of a state; (b) an authority of at least one state or political subdivision of a state; (c) an Indian tribe; and (d) a public corporation, board, or commission established under the laws of a state.
- (25) *Low-Income Individual*, for purposes of 49 U.S.C. § 5311(j)(1)(A)(iii), means an individual whose family income is at or below 100 percent of the poverty line, as that term is defined in section 673(2) of the Community Services Block Grant Act, 42 U.S.C. § 9902(2), including any revision required under that section, for a family of the size involved.
- (26) *Master Credit Agreement* means a conditional agreement to extend one or more loans to a Recipient under the Transportation Infrastructure Finance and Innovation Act (TIFIA) of 1998, as amended, 23 U.S.C. §§ 601 – 609, or the Railroad Rehabilitation and Improvement Financing (RRIF) program, 45 U.S.C. §§ 821 – 823, and also means the type of Underlying Agreement used for the TIFIA or RRIF loans.
- (27) *Non-Federal Funds* or *Non-Federal Share* includes the following sources of funding or in-kind property or services used to match the federal assistance awarded for the Grant or Cooperative Agreement:
- (i) Local funds;
 - (ii) Local in-kind property or services;
 - (iii) State funds;
 - (iv) State in-kind property or services;
 - (v) Other federal funds for which the federal statute authorizing a program specifically provides that federal funds made available for that program can be applied to the cost sharing requirements of other federal programs.
- (28) *Non-Tribal Service Provider*, for purposes of 49 U.S.C. § 5311(j)(2), means a non-tribal provider of public transportation that connects residents of tribal

lands with surrounding communities, improves access to employment or healthcare, or otherwise addresses the mobility needs of tribal members.

- (29) *Project* means the public transportation improvement activities eligible for federal assistance in an application to FTA and/or in an FTA Award.
- (30) *Public Transportation*, has the same meaning as “transit” or “mass transportation,” and, consistent with the definition at 49 U.S.C. § 5302, means regular, continuing shared-ride surface transportation services that are open to the general public, or open to a segment of the general public defined by age, disability, or low income, but does not include:
 - (i) Intercity passenger rail transportation provided by Amtrak or a successor thereof as described in 49 U.S.C. chapter 243;
 - (ii) Intercity bus service;
 - (iii) Charter service;
 - (iv) School bus service;
 - (v) Sightseeing service;
 - (vi) Courtesy shuttle service for patrons of one or more specific establishments; or
 - (vii) Intra-terminal or intra-facility shuttle services.
- (31) *Recipient* or *Direct Recipient* means a non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term “Recipient” does not include a Subrecipient.
- (32) *Scope of Work* means the purpose of the Grant Agreement or Cooperative Agreement and the activities and approaches required to carry out a Project. The scope of work consists of various components, including the Award Budget, beneficiaries, locations, and other aspects identified in the approved application. FTA reserves the right to consider other information in determining the scope of the Project or the “scope of work of a Grant Agreement or Cooperative Agreement” when “scope” is used for other purposes. See the latest edition of the FTA Master Agreement.
- (33) *Split Letter* (sometimes referred to as a suballocation letter or government subapportionment letter) means a letter in which a Designated Recipient of Urbanized Area Formula Grant Program funding authorized by 49 U.S.C.

§ 5307, a Designated Recipient of Formula Grants for Enhanced Mobility of Seniors and Individuals with Disabilities authorized by 49 U.S.C. § 5310, a Designated Recipient of the State of Good Repair Formula Grants, 49 U.S.C. § 5337, agrees to a reassignment or reallocation of that federal assistance to one or more direct Recipients.

- (34) *Subagreement* or *Subgrant* means an agreement through which the Recipient awards federal assistance to its Subrecipient(s) to support or stimulate any of the Recipient's or Subrecipient's Projects or related activities supported under the Award, the accompanying Underlying Agreement, or Amendments thereto, but does not include a third party contract, third party subcontract, or lease.
- (35) *Subrecipient* or *Subgrantee* means any entity or person that receives federal assistance provided by an FTA Recipient instead of FTA directly, but does not include a Third Party Contractor, Third Party Subcontractor, or Lessee.
- (36) *Third Party Agreement* includes agreements or arrangements supported in whole or in part with federal assistance awarded to a Recipient by FTA, including a subagreement with a subrecipient, a third party contract, a third party subcontract, a lease, or similar arrangement or agreement as FTA may recognize.
- (37) *Third Party Contract* means a legal instrument by which a Recipient or Subrecipient purchases property or services needed to carry out the Grant Agreement or Cooperative Agreement. This does not include an instrument describing a transaction that meets the definition of a federal Award, Grant, Cooperative Agreement, Subaward, or Subagreement.
- (38) *Third Party Participant* means each participant in the Recipient's Project, except for FTA and the Recipient, whose work under the Project is supported with FTA funding, eligible non-federal share dedicated to the Project, or is dedicated as an in-kind contribution eligible for non-federal share. A Third Party Participant may be a Subrecipient, Third Party Contractor, Third Party Subcontractor, Lessee, or Similar Participant in the Recipient's Project (for example, a partner in a joint development venture).
- (39) *Third Party Subcontract* means a subcontract entered into by the Third Party Contractor with a Third Party Subcontractor, or a Third Party Subcontractor with another Third Party Subcontractor at any tier, and is supported in whole or in part with the federal assistance originally derived from FTA, or non-federal share dedicated to the Recipient's Underlying Agreement.

- (40) *Underlying Agreement* means a specific Grant Agreement, Cooperative Agreement, or, with respect to TIFIA or RRIF assistance, a specific Loan Agreement, Line of Credit Agreement, or Loan Guarantee Agreement that incorporates the terms of this Master Agreement, in each case including any amendments thereto, supported with federal assistance appropriated or made available under the authorized program.
 - (41) *Unique Entity Identifier* has two meanings:
 - (i) A Recipient's or a Subrecipient's unique entity identifier for purposes of the "System of Award Management" (SAM), which currently is the DUNS Number; but
 - (ii) For FTA purposes, FTA assigns a separate Recipient/Vendor ID as a "unique entity identifier," which is a four-digit number and is displayed on the Grant Agreement and the Cooperative Agreement following the heading "Recipient ID."
 - (42) *Waiver* has the same meaning as the definition of Approval in this section of this Master Agreement.
- (b) *Application of Definitions.* The Recipient also agrees that the definitions in section 2(a) above apply throughout this Master Agreement.

Section 3. Implementation.

- (a) *Effective Date.* The Effective Date of Recipient's Underlying Agreement is the date when the authorized FTA official signs the Underlying Agreement.
- (b) *Description of Each Project.* The "Description of Each Project" in the "Executive Summary" of the "FTA Award" section of the Recipient's Underlying Agreement often provides only a brief description of each Project and related activities to be undertaken by the Recipient; therefore, the Recipient agrees to perform the work described in the terms of its Underlying Agreement, including all the documents and information incorporated by reference and made part of that Underlying Agreement.
- (c) *Prompt Implementation.* After receiving notice that the FTA official signed the Underlying Agreement, the Recipient agrees to undertake promptly each Project and related activities described in the Underlying Agreement.
- (d) *Completion Dates.* The Recipient agrees to complete each Project within the time periods specified in the Underlying Agreement and all activities must be completed by the Award's end date, unless FTA agrees in writing to extend the end date. Unless FTA determines otherwise in writing, interim milestone dates and other completion

dates applicable to the Award are good faith estimates and are not intended to be firm contractual requirements. However, FTA and the Recipient agree that milestone dates and other completion dates for Full Funding Grant Agreements, Small Starts Grant Agreements or other specific agreements in which FTA expressly states that the milestone dates or other completion dates for the Underlying Agreement are firm dates that may be enforced.

- (e) *The Recipient's Capacity.* To carry out its Underlying Agreement, the Recipient agrees to maintain:
 - (1) Sufficient legal, financial, technical, and managerial capacity, and adequate functional capacity to:
 - (i) Plan, manage, and complete its responsibilities outlined in the Underlying Agreement;
 - (ii) Use the Project property;
 - (iii) Carry out the safety and security aspects of the Underlying Agreement;
 - (iv) Comply with the terms and conditions of the Underlying Agreement, the Recipient's annual Certifications and Assurances to FTA, and applicable federal laws, regulations, and requirements; and
 - (v) Follow applicable federal guidance, except as the Federal Government determines otherwise in writing.
 - (2) Strong internal controls to assure that it is managing its Award in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement including, but not limited to:
 - (i) Amendments or revisions to its Award Budget;
 - (ii) Salaries and wages of the Recipient's and Subrecipient's personnel;
 - (iii) Protection of personally identifiable information and other sensitive information; and
 - (iv) Other matters that must be in compliance with federal laws, regulations, requirements, and the terms and conditions of the Underlying Agreement.
- (f) *U.S. DOT Administrative Requirements.* The Recipient agrees to comply with the following U.S. DOT regulations (Common Rules) to the extent applicable:

- (1) *Requirements Applicable On or After December 26, 2014.* The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official on or after December 26, 2014 as follows:
- (i) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, and which applies to an Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement with a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization; and
 - (ii) Except as FTA determines otherwise in writing, U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, and subparts A through E of U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, apply to a private for-profit entity; notably, the Cost Principles of Part 31 of the Federal Acquisition Regulation, which permits the payment of profits or fees for work under procurement contracts, generally will not apply to private for-profit entities.
- (2) *Requirements Applicable Before December 26, 2014.* The following requirements apply to the Award, the accompanying Underlying Agreement, and any Amendments thereto signed by an authorized FTA official before December 26, 2014 as follows:
- (i) For a state, local government, or Indian tribal government, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” former 49 CFR Part 18;
 - (ii) For an institution of higher education or a nonprofit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education; Hospitals, and Other Non-Profit Organizations,” former 49 CFR Part 19; or
 - (iii) For a private for-profit organization, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Agreements with

Institutions of Higher Education, Hospitals, and Other Non-profit Organizations,” former 49 CFR Part 19.

- (g) *Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.* The Recipient agrees to comply with all applicable federal requirements and follow applicable federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient’s Underlying Agreement or this Master Agreement. At the time the FTA official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement, except as FTA determines otherwise in writing.
- (h) *The Recipient’s Responsibility to Comply with Federal Requirements.* Irrespective of involvement by any other entity in the Underlying Agreement:
 - (1) *General.* The Recipient agrees to comply with all federal requirements that apply to itself and the Underlying Agreement.
 - (2) *Primary Responsibility for Compliance.*
 - (i) The Recipient, as the Direct Recipient of federal assistance, agrees that it is ultimately responsible for full compliance with federal requirements related to itself, its Award, the accompanying Underlying Agreement, and any Amendments thereto, even though:
 - (A) A Third Party Participant provides property or services to support a Project or related activities implementing the Award, the accompanying Underlying Agreement, any Amendments thereto; or
 - (B) Another entity or person is involved with the Award, the accompanying Underlying Agreement, or any Amendments thereto.
 - (ii) FTA and the Recipient agree that if FTA makes an Award to a Recipient other than the Designated Recipient as defined under 49 U.S.C. § 5302, the Designated Recipient is not a party to the Award or the Underlying Agreement and is not responsible for compliance with federal requirements related to the Underlying Agreement. However, if FTA makes an Award to a Designated Recipient, then that Designated Recipient is responsible for compliance with federal requirements related to its Underlying Agreement. FTA and the Recipient further agree to the terms of the

Designated Recipient's Split Letter, Suballocation Letter, or Government Subapportionment Letter attached in TrAMS, including the amounts allocated by the Designated Recipient to each Direct Recipient, and the commitment to comply with the associated transit improvement requirement as stated in that letter.

- (iii) Apart from other oversight and reviews FTA may conduct, the Recipient agrees that FTA is expressly authorized to conduct oversight of the Recipient's and its Subrecipients' compliance with federal requirements for safety and security, procurement (including Buy America requirements), management, and finance.
- (i) *The Recipient's Responsibility to Extend Federal Requirements to Third Party Participants.* In certain circumstances, the Recipient's compliance with specific federal requirements depends on compliance by its Third Party Participant(s) with those federal requirements, and therefore:
- (1) *General.* The Recipient agrees to ensure that its Third Party Participant(s) will comply with applicable federal requirements, and follow applicable federal guidance.
 - (2) *The Recipient as a "Pass-Through" Entity.* If the Recipient is providing a subaward to a Subrecipient to carry out all or part of its Award, the Recipient agrees to obtain the agreement of each Subrecipient to comply with U.S. DOT's administrative requirements, as set forth above.
 - (3) *Performance of the Recipient's Responsibilities.* If a Third Party Participant is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to ensure that the Third Party Participant will carry out the Recipient's responsibilities in compliance with federal requirements, and provide enough information to each Third Party Participant so that it understands that it will be expected to follow federal guidance.
 - (4) *Risk.* As provided in 2 CFR Part 1201, which incorporates by reference 2 CFR Part 200, the Recipient agrees to evaluate the risk involved before awarding a subagreement to any entity.
 - (5) *Third Party Agreements.* To comply with federal requirements, the Recipient agrees to enter into a written Third Party Agreement with each Third Party Participant in its Underlying Agreement and must include all appropriate provisions stating the Third Party Participant's responsibilities to assure the Recipient's capability to comply with applicable federal requirements and

guidance and specifying the responsibilities that the Third Party Participant will fulfill on the Recipient's behalf.

- (6) *Notice to Third Party Participants.* The Recipient agrees to include notice in each Third Party Agreement that:
 - (i) Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
 - (ii) Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.
- (j) *Changed Circumstances.* The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.
- (1) *Types of Changes.* Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as:
 - (i) A change in federal requirements or guidance;
 - (ii) A change in state, territorial, local, or tribal requirements;
 - (iii) A change in the Recipient's circumstances, including:
 - (A) Its legal, financial, technical, or managerial capacity;
 - (B) Its continuing control of Project property; or
 - (C) Another similar situation; and
 - (iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Recipient's principal, official, employee, agent, or a Third Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any

Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

- (2) *Notice.* In the circumstances described above, the Recipient agrees to provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement;
 - (ii) FTA Headquarters Manager that administers the Underlying Agreement; or
 - (iii) FTA Chief Counsel.
- (k) *Conflict Between Federal Requirements and State, Territorial, Local, or Tribal Requirements.* FTA and the Recipient understand that a federal requirement may conflict with a state, territorial, local, or tribal requirement, and agree that the Recipient must comply with each applicable federal requirement that pre-empts the conflicting state, territorial, local, or tribal requirement.
- (1) *Compliance with State, Territorial, Local or Tribal Requirements.* Unless otherwise pre-empted by a federal requirement, FTA and the Recipient agree that:
 - (i) FTA expects the Recipient to comply with applicable state, territorial, local, and tribal requirements; and
 - (ii) FTA does not require the Recipient to take any action involving the Underlying Agreement that would violate a state, territorial, local, or tribal requirement that conflicts with a federal requirement.
- (2) *When a Conflict Arises.* When a federal requirement conflicts with a state, territorial, local, or tribal requirement:
 - (i) The Recipient must notify FTA immediately in writing if compliance with the federal requirement would violate a state, territorial, local, or tribal requirement, or require the Recipient to violate a state, territorial, local, or tribal requirement.
 - (ii) The Recipient must make appropriate arrangements with FTA to proceed with its responsibilities as set forth in the Underlying Agreement, or terminate the Underlying Agreement expeditiously, if necessary.

- (1) *No Federal Government Commitment or Liability to Third Parties.* Except as the Federal Government expressly consents in writing, the Recipient agrees that:
 - (1) The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
 - (2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

Section 4. Ethics, Political Activity, Disqualification, and Certain Criminal Activity.

- (a) *Standards of Conduct.* At a minimum, the Recipient agrees to, and assures that its Subrecipients will, establish and maintain written Standards of Conduct covering conflicts of interest that:
 - (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract:
 - (i) The Recipient or its Subrecipients' officers, employees, board members, or agents engaged in the selection, award, or administration of any third party agreement;
 - (ii) The immediate family members or partners of those listed above in section 4(a)(1)(i) of this Master Agreement; and
 - (iii) An entity or organization that employs or is about to employ any person that has a relationship with the Recipient or its Subrecipient listed above in sections 4(a)(1)(i) and (ii) of this Master Agreement;
 - (2) Prohibit those individuals listed above in section 4(a)(1) from:
 - (i) Engaging in any activities involving the Recipient's or any of its Subrecipients' present or potential Third Party Participants at any tier, including selection, award, or administration of a third party agreement in which the individual has a present or potential financial or other significant interest; and

- (ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential Third Party Participant in the Recipient's Underlying Agreement, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
- (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above in section 4(a)(1) and the Recipient's or Subrecipient's Third Party Participants.
- (b) *Bonus or Commission.* The Recipient affirms that it has not paid, and agrees that it will not pay, any bonus or commission to obtain federal assistance for any Project or related activities supported under the Underlying Agreement.
- (c) *Lobbying Restrictions.* The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:
 - (1) *Laws, Regulations, Requirements, and Guidance.* This includes:
 - (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;
 - (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and
 - (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
 - (2) *Exception.* If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.
- (d) *Political Activity.* The Recipient agrees to comply with:
 - (1) The Hatch Act, 5 U.S.C. chapter 15, which limits the political activities of state and local government agencies supported in whole or in part with federal assistance, including the political activities of state and local government officers and employees whose principal governmental

employment activities are supported in whole or in part with federal assistance;

- (2) U.S. Office of Personnel Management regulations, “Political Activity of State or Local Officers or Employees,” 5 CFR Part 151; and
- (3) 49 U.S.C. § 5323(l)(2) and 23 U.S.C. § 142(g), which limits the applicability of the Hatch Act, as follows:
 - (i) The Hatch Act does not apply to nonsupervisory employees of a public transportation system, or any other agency or entity performing related functions, based upon the Award of federal assistance under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2); but
 - (ii) Notwithstanding the preceding section 4(e)(3)(ii) of this Master Agreement, the Hatch Act does apply to a nonsupervisory employee if imposed for a reason other than the Award of federal assistance to its employer under 49 U.S.C. chapter 53 or 23 U.S.C. § 142(a)(2).

(e) *False or Fraudulent Statements or Claims.*

- (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.

(f) *Trafficking in Persons.*

- (1) *Legal Authorities.* The Recipient agrees to comply and assures the compliance of each Subrecipient, with federal requirements and guidance, including:
 - (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and
 - (ii) The terms of this section 4(f), which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction.
- (2) *Definitions.* The Recipient agrees that for purposes of this section 4(f):
 - (i) *Employee* means either an individual who is employed by the Recipient or a Subrecipient, and is participating in a Project or related activities as set forth in the Underlying Agreement, or another person who is participating in a Project or related activities as set forth in the Underlying Agreement and is not compensated by the Recipient, including, but not limited to, a volunteer, or an individual whose services are contributed by the Recipient or Third Party Participant as an in-kind contribution toward the cost sharing requirements of the Recipient’s Underlying Agreement.
 - (ii) *Forced labor* means labor obtained by recruitment, harboring, transportation, provision, or other means of obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - (iii) *Private entity* means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25, and includes a for-profit organization, or a nonprofit organization, including any nonprofit organization of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR § 175.25(b).
 - (iv) *Severe forms of trafficking in persons* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

- (v) *Commercial sex act* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
 - (vi) *Coercion* has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.
- (3) *Provisions Applicable to All Recipients.* The Recipient agrees to, and assures that its Subrecipients will:
- (i) *Provide Information.* Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in section 4(f)(4) of this Master Agreement; and
 - (ii) *Subagreement Provision.* Include the following provision in any subagreement it enters into with a private entity as defined above in section 4(f)(2)(iii) of this Master Agreement:

XXX agrees that it and its employees that participate in the Recipient's Award, may not:

*Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect,
Procure a commercial sex act during the period of time that the Recipient's Award is in effect, or
Use forced labor in the performance of the Recipient's Award or subagreements thereunder.*

- (4) *Provisions Applicable to a Private Entity Recipient.* If the Recipient is a private entity, it agrees that:
- (i) *Prohibitions.* It, its employees, its Subrecipients, and its Subrecipients' employees that participate in the Underlying Agreement will not:
 - (A) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect;
 - (B) Procure a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or
 - (C) Use forced labor in the performance of the Recipient's Underlying Agreement or subagreements.

- (ii) *Termination of Federal Assistance.* Section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provide FTA the right to unilaterally terminate the Underlying Agreement for a violation of that Act without penalty to the Federal Government, if FTA determines that the private entity Recipient or its Subrecipient:
 - (A) Has violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement; or
 - (B) Has an employee whose conduct is determined to have violated a prohibition described above in section 4(g)(4)(i) of this Master Agreement because that employee’s conduct is either:
 - a. Associated with the performance of the Recipient’s Underlying Agreement; or
 - b. Imputed to the Recipient or Subrecipient using the standards of due process for conduct of an individual to an organization provided in:
 - i. U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; or
 - ii. U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180.
- (5) *Provisions Applicable to a Recipient That is Not a Private Entity.* A Recipient that is not a private entity agrees that section 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, provides FTA the right to unilaterally terminate the Underlying Agreement, without penalty to the Federal Government, for a violation of that Act if FTA determines that:
- (i) A private entity that is the Subrecipient of the Recipient is determined to have engaged in severe forms of trafficking in persons during the period of time that the Recipient’s Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient’s Underlying Agreement is in effect; or used forced labor in

the performance of the Recipient's Underlying Agreement or subagreements thereunder; or

- (ii) An employee of a private entity that is the Subrecipient has engaged in severe forms of trafficking in persons during the period of time that the Recipient's Underlying Agreement is in effect; procured a commercial sex act during the period of time that the Recipient's Underlying Agreement is in effect; or used forced labor in the performance of the Recipient's Underlying Agreement or subagreements thereunder, and whose conduct described above is associated with the performance of the Recipient's Underlying Agreement; or is imputed to the Subrecipient using the standards for due process to impute the conduct of an individual to an organization as provided in U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.

- (6) *Remedies Other Than Termination of Federal Assistance.* The Recipient agrees that FTA's right to terminate federal assistance as provided in the TVPA and in sections 4(f)(4)(ii) and 4(f)(5) are in addition to all other remedies for noncompliance available to the Federal Government under this Master Agreement.

- (g) *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.

- (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.
- (h) *Debarment and Suspension.* The Recipient agrees to the following:
 - (1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.
 - (2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
 - (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200;
 - (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and
 - (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.
 - (3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.
 - (4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
 - (5) If the Recipient suspends, debar, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:
 - (i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

- (ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
- (iii) FTA Chief Counsel.

Section 5. Federal Assistance.

- (a) *Total Federal Assistance Awarded and Obligated.* The Recipient agrees that FTA's responsibility to provide federal assistance for its Underlying Agreement is up to the amount shown in the Underlying Agreement, as modified by any Amendments thereto, which is equal to the smallest of: (1) the maximum amount permitted by federal law or regulation, or (2) the "Total FTA Amount Awarded and Obligated," as stated in the Underlying Agreement. FTA's responsibility to provide federal assistance is limited to the amounts listed in the most recent Award Budget identified in the Underlying Agreement and may not exceed the federal share of the actual eligible expenses incurred for participation in the Award.
- (b) *Basis of Federal Assistance.* The Recipient agrees that the "Total FTA Amount Awarded and Obligated" stated in the Underlying Agreement and modified by any Amendments thereto is calculated based on the Net Project Cost or on another basis as set forth below:
 - (1) "*Net Project Cost.*" The Recipient agrees that if federal law or regulation requires an Underlying Agreement to be financed based on its "Net Project Cost," as defined in 49 U.S.C. § 5302:
 - (i) FTA will provide federal assistance for a percentage of the portion of the "Total Award Budget" that the Recipient cannot reasonably finance from its revenues, which is the "Net Project Cost;"
 - (ii) FTA will use the amount of the "Total Award Budget" stated on the Underlying Agreement to calculate the "Total FTA Amount Awarded and Obligated;" and
 - (iii) In TrAMS, the amount stated as the "Total Award Budget" on the Underlying Agreement is actually the "Net Project Cost," as defined in 49 U.S.C. § 5302.
 - (2) *Other Basis for FTA Participation.* The Recipient agrees that if federal law or FTA permits an Underlying Agreement to be financed on a basis other than its "Net Project Cost," as defined in 49 U.S.C. § 5302, or under previous authorizing legislation:

- (i) FTA will provide federal assistance for all or part of the cost of the Underlying Agreement that is eligible for federal assistance;
 - (ii) In some instances, FTA has discretion to determine the amount of federal assistance to provide for each specific Project or related activities; and
 - (iii) FTA will use the amount stated in the Underlying Agreement as the “Total Award Budget” to calculate the “Total FTA Amount Awarded and Obligated.”
- (c) *Award Budget.* The Recipient agrees to prepare an Award Budget that, after FTA has provided its approval, will be incorporated by reference and made part of the Underlying Agreement.
 - (1) *Restrictions.* The Recipient agrees that it will not incur costs eligible for FTA participation under the Award or withdraw federal assistance for eligible costs incurred unless those costs are consistent with the Award Budget.
 - (2) *Amendments to the Award Budget.* To the extent specified in applicable FTA program management guidance, the Recipient agrees that it must obtain prior FTA approval in writing before amending its Award Budget or transferring federal assistance for the Award if the transfer is not expressly authorized by federal law, regulation, or guidance. An Award of additional federal assistance will require an amended Award Budget.
 - (3) *Revisions to the Award Budget.* To the extent specified in applicable FTA program management guidance, the Recipient may revise the Award Budget without prior FTA written approval. The Recipient agrees that all other Award Budget revisions will require prior FTA approval in writing.
 - (4) *Unexpended Federal Assistance.* The Recipient agrees to inform FTA promptly if it believes it will have unexpended federal assistance after the period of performance for the Award ends.

Section 6. Non-Federal Share.

- (a) *Amount.* The Recipient agrees to provide the amount of non-federal share specified in the Underlying Agreement. Except to the extent that FTA has provided its written consent permitting the Recipient to defer payment of the non-federal share required by the Underlying Agreement, the Recipient agrees to provide its proportionate amount of the non-federal share no later than the time it draws down the federal share to pay eligible costs.

- (b) *Duty to Obtain.* The Recipient agrees to complete all proceedings necessary to provide the non-federal share and to notify FTA of any changed circumstances adversely affecting its ability to pay the non-federal share, including a description of the actions it has taken or will take to ensure adequate resources to provide the non-federal share, and a re-affirmation of its commitment to provide the non-federal share.
- (c) *Permissible Sources.* The Recipient agrees that the following are permissible sources of the non-federal share for the Award:
 - (1) Undistributed cash surpluses;
 - (2) A replacement or depreciation cash fund or reserve; and
 - (3) New capital.
- (d) *Restricted Sources.* Because sources of non-federal share differ among FTA's public transportation assistance programs, FTA will specify in an FTA circular or otherwise whether the following sources may be used as the non-federal share for a specific Award under that program:
 - (1) Program income generated by a Project or related activities supported by a prior Grant or Cooperative Agreement, which is a form of undistributed cash surplus;
 - (2) Advertising revenues;
 - (3) Concession revenues;
 - (4) Revenues from a service agreement from a state or local social service agency or a private social service organization;
 - (5) Third party in-kind contributions;
 - (6) Proceeds from the issuance of revenue bonds pursuant 49 U.S.C. § 5323(e);
 - (7) Transportation development credits (formerly toll revenue credits) pursuant to 23 U.S.C. § 120(i);
 - (8) Revenue from Value Capture pursuant to 49 U.S.C. § 5323(s);
 - (9) Federal assistance made available for the Federal Lands Highway Program authorized under 23 U.S.C. § 204; or

- (10) Federal assistance derived from other federal programs whose enabling laws permit their funds to be used as the non-federal share.
- (e) *Prohibited Sources.* Except as permitted by federal laws, regulations, requirements, or guidance, or approved in writing by FTA, the Recipient agrees that it will not provide any non-federal share for the Underlying Agreement derived from:
 - (1) Farebox revenues from providing public transportation services using facilities and equipment acquired with federal assistance for the Award;
 - (2) Program income derived from the use of facilities or equipment acquired with federal assistance for the Award, except if expressly permitted by federal laws, regulations, requirements, or FTA guidance; or
 - (3) Other federal funds not authorized for use as non-federal share by federal law, regulation, requirements, or guidance.
- (f) *Reductions or Refunds.*
 - (1) *Reductions.* The Recipient agrees that if it reduces the non-federal share of eligible costs required for the Award, then at the same time it must reduce the proportionate amount of federal assistance for the Award.
 - (2) *Refunds.* The Recipient agrees that if it accepts a refund of the non-federal share of eligible costs provided through the Underlying Agreement, then at the same time it must provide the Federal Government an amount of that refund proportionate to the federal contribution.

Section 7. Payments to the Recipient.

- (a) *Conditions for Accessing Federal Assistance.* To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that:
 - (1) It must execute the Underlying Agreement and any Amendments thereto;
 - (2) It must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award;
 - (3) It must identify all sources of federal assistance from which the payment is derived;
 - (4) It must provide FTA with all financial and progress reports required to date; and

- (5) If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share:
 - (i) The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided;
 - (ii) The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and
 - (iii) When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.
- (b) *Eligible Costs.* Except as the Federal Government determines otherwise in writing, the Recipient agrees, and will obtain the agreement of each Subrecipient, to seek and obtain federal assistance only for the eligible costs of the Award that are:
 - (1) Consistent with the Description of Each Project, the Award Budget, this Master Agreement, and the Underlying Agreement and any Amendments thereto;
 - (2) Necessary to carry out the Award;
 - (3) Reasonable for the property or services acquired for use in the Project;
 - (4) The actual net costs, which consist of the price paid minus reductions of the costs incurred, such as any refunds, rebates, or other items of value, but excluding program income;
 - (5) Incurred for work performed after the Effective Date of the:
 - (i) Award;
 - (ii) Pre-award authority that FTA has provided; or
 - (iii) Letter of No Prejudice;
 - (6) Satisfactorily documented;
 - (7) Consistent with federally approved accounting principles and procedures, including requirements for indirect costs, consistent with the applicable U.S. DOT Common Rules; and

- (8) Consistent with applicable U.S. DOT Common Rules and other applicable federal law, regulations, requirements, and guidance.
- (c) *Ineligible Costs.* The Recipient agrees that, except as the Federal Government determines otherwise in writing, FTA will exclude ineligible costs incurred in connection with the Award or otherwise, such as:
 - (1) A cost the Recipient has incurred before the Effective Date of the Award as documented in the Underlying Agreement or any Amendments thereto that is not accompanied by FTA's written approval, including, but not limited to, pre-award authority or a Letter of No Prejudice, and permitted by applicable federal law, regulation, guidance, or the Underlying Agreement or any Amendments thereto;
 - (2) A cost not included in the most recent Award Budget;
 - (3) A cost for property or services received in connection with any third party agreement lacking any FTA approval or concurrence in writing that is required;
 - (4) An ordinary governmental or operating cost not applicable to the Award, as prohibited by 49 U.S.C. § 5323(h)(1);
 - (5) A profit or fee for services provided by the Recipient or any of its Subrecipients in implementing the Award; or
 - (6) A cost that is ineligible for FTA participation as provided in applicable federal law, regulation, requirement, or guidance.
- (d) *Bond Interest and Other Financing Costs – Limited Eligibility.* The Recipient agrees that bond interest and other financing costs are allowable costs to the extent permitted by applicable federal law, regulation, requirement, or guidance. FTA's share of interest and financing costs that implement the Award will be limited to an amount that does not exceed the most favorable financing terms reasonably available at the time of borrowing, except as the Federal Government determines otherwise in writing.
- (e) *Payment Procedures Based on the Type of Federal Assistance Awarded.* The Recipient agrees that:
 - (1) All payments in connection with the Award will be made through electronic methods.
 - (2) Payment procedures for a Recipient differ based upon the type of federal assistance that is awarded.

- (3) FTA determines which electronic system it will use to make payments to the Recipient as follows:
- (i) For Grants and other types of federal assistance, FTA will use the Electronic Clearinghouse Operation Web System (ECHO-Web), Automated Clearing House (ACH) payment method, except as provided below in sections 7(e)(3)(ii) and (iii) of this Master Agreement;
 - (ii) For Cooperative Agreements, FTA will use the DELPHI eInvoicing System or DELPHI Mark View System if the Recipient is granted a waiver (see the following section 7(g) of this Master Agreement for more information about payments for cooperative agreements and section 7(g) of this Master Agreement for information about accessing and using the DELPHI eInvoicing System); and
 - (iii) For Grants requiring more detailed review of supporting documentation before receiving federal assistance and as determined by the FTA Manager for the Underlying Agreement, FTA will use the DELPHI eInvoicing System (see the following section 7(g) of this Master Agreement for more information about accessing and using the DELPHI eInvoicing System).
- (f) *Payment Procedures Using ECHO.* The Recipient agrees that if payment is made through ECHO-Web using an ECHO Control Number, it will comply with the “FTA ECHO-Web User Manual,” April 2016, and it will withdraw federal assistance only to pay the eligible costs of implementing the Award.
- (1) *Major Withdrawals.* When a single withdrawal will exceed \$50,000,000, the Recipient agrees to notify the appropriate FTA Regional or Program Office at least three (3) days before the withdrawal is anticipated.
 - (2) *Immediate Use.* The Recipient agrees that it will not withdraw federal assistance until needed for immediate payment of those expenses and will use that federal assistance to pay for expenses that implement the Award no later than three (3) days after receipt, except as an authorized official of the Federal Government permits otherwise in writing.
 - (3) *Limits.* The Recipient agrees that it will not withdraw more than the sum of federal assistance the Federal Government has awarded or the current available balance for its Award, the accompanying Underlying Agreement, and any Amendments thereto, whichever is less.

- (4) *Control.* The Recipient agrees to provide for the control and accountability of all federal assistance for its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (5) *Reporting.* Unless an authorized FTA official determines otherwise in writing, the Recipient agrees to report its cash payments and balances promptly.
- (6) *Penalties.* If the Recipient fails to comply with this section of this Master Agreement, it agrees that it may incur or be subjected to penalties, including, but not limited to, the following:
 - (i) *Access to ECHO-Web.* The Federal Government may revoke or suspend the Recipient's ECHO Control Number and access to the ECHO-Web if the Federal Government determines that:
 - (A) Fraud, waste, mismanagement, or abuse exists in the Recipient's use and application of federal assistance;
 - (B) The Recipient has failed to use federal assistance it withdrew to pay costs incurred that implement the Underlying Agreement within three (3) days of withdrawing that federal assistance;
 - (C) The Recipient has failed to return withdrawn but unspent federal assistance to the Federal Government within a reasonable time;
 - (D) The Recipient has failed to establish procedures to minimize the time between advances of federal assistance and payments of costs incurred that implement the Underlying Agreement;
 - (E) The Recipient has been awarded Federal assistance through a Cooperative Agreement with FTA and will use the eInvoicing or DELPHI Mark View System as its payment method instead of the ECHO-Web System (see section 7(g)); or
 - (F) For Grants requiring a more detailed review of supporting documentation before receiving federal assistance, and as determined by the FTA Manager for the Award, the Recipient will use eInvoicing (see section 7(g)).
 - (ii) *Interest.* The Recipient agrees to pay interest to the Federal Government on any federal assistance withdrawn prematurely,

irrespective of whether the federal assistance has been deposited in an interest-bearing account.

- (A) *A State or State Instrumentality.* If the Recipient is a state or state instrumentality, it agrees to pay interest calculated as provided in section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Department of Treasury (U.S. Treasury) regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 CFR Part 205.
 - (B) *Other than a State or State Instrumentality.* If the Recipient is not a state or state instrumentality, it agrees to pay prejudgment common law interest determined by the Federal Government, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury and U.S. DOJ) regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i). The Federal Government may determine the amount of interest due, based on the amount of interest the Recipient demonstrates it earned on its premature withdrawals of federal assistance, the amount of interest based on the “Treasury tax and loan account” rate prescribed under 31 U.S.C. § 3717 for debts owed to the United States, or an amount of interest as the Federal Government otherwise determines.
- (7) *ECHO System.* If the Recipient is authorized to receive payments provided through ECHO-Web, FTA does not generally review the drawdown when made; however, FTA may review the drawdown at a later time, and subject that drawdown to an audit under a financial oversight review, a triennial review, or another audit.
- (g) *Payment Procedures for a Cooperative Agreement.* A Recipient of federal assistance through a Cooperative Agreement must use the DELPHI eInvoicing System to obtain federal payments for costs incurred that implement the Underlying Agreement, unless a waiver is granted.
- (1) *Standard Procedures.* To make and receive payments through the DELPHI eInvoicing System, the procedures below must be followed:
- (i) *Access to the DELPHI eInvoicing System.* To access the DELPHI eInvoicing System, the Recipient:

- (A) Must have internet access to register and submit payment requests through the DELPHI eInvoicing System;
 - (B) Should contact its FTA Manager for the Underlying Agreement to obtain the required DELPHI User access form and approval;
 - (C) Must complete the required form that the FAA, Enterprise Service Center's (ESC) Help Desk uses to verify the Recipient's identity, and present it to a Notary Public for verification;
 - (D) Return that form, completed and notarized, to:
DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125;
and
 - (E) Should contact its FTA Manager for the Underlying Agreement with any changes to its system profile information.
- (ii) *Payment Requests.* The Recipient must submit each payment request electronically through the DELPHI eInvoicing System, unless a waiver is granted; use of the DELPHI eInvoicing System requires the FTA Manager for the Underlying Agreement to review all supporting documentation before authorizing payment.
 - (iii) *Additional Information.* The U.S. DOT DELPHI eInvoicing System website at <http://www.dot.gov/cfo/delphi-einvoicing-system.html> displays additional information, including the access form and training materials a Recipient may need.
 - (iv) *Federal Responsibilities.* When FTA so requests, the Federal Aviation Administration (FAA) will make payments to FTA Recipients electronically. On behalf of FTA, FAA/ESC must process payment requests to a Recipient of federal assistance documented in its Cooperative Agreement with FTA, and will deposit that federal assistance with the Recipient's financial institution (Note: FTA no longer issues paper checks).
- (2) *Waiver Requests.* On a case-by-case basis, U.S. DOT Financial Management officials may waive the requirement for a Recipient to register and use the DELPHI eInvoicing System.

- (i) *The Recipient's Responsibilities.* If the Recipient seeks a waiver from the requirement to use the DELPHI eInvoicing System:
- (A) It must notify U.S. DOT and FTA by downloading the waiver request form, which can be obtained on the U.S. DOT eInvoicing website at <http://www.dot.gov/cfo/delphi-einvoicing-system.html>, and notifying its FTA Manager for the Underlying Agreement that it has requested a waiver from using the DELPHI eInvoicing System;
 - (B) It must send its waiver request to the Director of the Office of Financial Management, U.S. Department of Transportation, Office of the Secretary (OST), Office of Financial Management, B-30, 1200 New Jersey Avenue SE, Washington DC 20590-0001 DOTElectronicInvoicing@dot.gov; and
 - (C) If it obtains a waiver from the use of the DELPHI eInvoicing System, then payment will be made using the DELPHI Mark View System, and the Recipient should submit all invoices and any supporting documentation directly to:
 - a. FTAINvoices@faa.gov (Note: no more than 10 MB of data can be transmitted at one time. For invoices greater than 10MB, split into multiple emails and notate in the subject Email 1 of 4, 2 of 4, etc.); or
 - b. DOT/FAA (FTA Account)
6500 South MacArthur Blvd.
AMZ-150, HQ Room 272
PO Box 26904
Oklahoma City, OK 73125-69041
- (ii) *Federal Responsibilities.* FTA and U.S. DOT have the following responsibilities:
- (A) The Director, OST, Office of Financial Management, will confirm or deny the waiver request within approximately 30 days.
 - (B) If the request is granted, then payments will be made after receipt of the required FTA reporting forms, provided the Recipient has complied with the U.S. DOT Common Rules and this Master Agreement.

- (iii) *DELPHI eInvoicing System or DELPHI Mark View System.* If the Recipient receives payments provided through the DELPHI eInvoicing System or DELPHI Mark View System, the Recipient must submit a request for payment with adequate supporting documentation for FTA to determine that:
 - (A) It has complied and is complying with the Underlying Agreement;
 - (B) It has made and is making adequate progress toward completion of the Award; and
 - (C) It has satisfied FTA that the federal assistance requested is needed for the eligible purposes of the Award in that requisition period.
 - (iv) *Reimbursement.* After it has demonstrated satisfactory compliance with this section, FTA may reimburse the federal share of the Recipient's apparent allowable costs incurred or to be incurred in the requisition period if those apparent allowable costs are consistent with the Award Budget, and those apparent allowable costs do not exceed the maximum amount of federal assistance that may be paid through the federal fiscal year of that requisition.
- (h) *Safeguarding Federal Assistance.* The Recipient agrees to deposit all federal assistance it receives in a financial institution and in an insured account whenever possible, and understands that FTA encourages it to use financial institutions owned at least fifty (50) percent by minority group members.
- (i) *The Recipient's Duty to Pay Eligible Costs.* When accompanied by appropriate documentation, the Recipient agrees to pay the eligible costs incurred that implement the Award when due, using the available federal assistance provided for the Award and the non- federal share.
- (j) *Effect of Federal Payments.* The Recipient agrees that any federal payment made for a cost incurred that is supported by its Underlying Agreement does not constitute the Federal Government's final decision about the eligibility of the cost for payment with federal assistance provided through the Underlying Agreement, or a waiver of any violation of any federal law, regulation, requirement, guidance, the Underlying Agreement or this Master Agreement.
- (k) *Revocation of Federal Assistance.* The Federal Government may revoke the unexpended portion of federal assistance for the Award after the Award has been made and executed.

- (l) *Final Cost Determination.* The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until the audit of the Award and Underlying Agreement has been completed.
- (m) *Closeout.* The Recipient agrees that closeout of the Award will not alter:
 - (1) The Recipient's obligation to return any amounts it owes the Federal Government for later refunds, corrections, or other similar actions; and
 - (2) The Federal Government's right to disallow costs and recover federal assistance based on a later audit or other review.
- (n) *Notification.* If the Federal Government determines that the Recipient is not entitled to any portion of federal assistance paid, the Federal Government will notify the Recipient in writing.
- (o) *Recovery of Improper Payments.* Unless prohibited by federal law or regulation, the Federal Government may recover any federal assistance necessary to satisfy any outstanding monetary claims it may have against the Recipient.
- (p) *Program Income.* The Recipient agrees that it may use its program income derived from a Project receiving federal assistance through the Underlying Agreement as FTA permits. In determining the total amount of program income a Recipient has earned from its Project, those costs incident to earning program income that have not been charged to the Award may be deducted from the Recipient's gross income.
 - (1) *During the Period of Performance.* The Recipient may use program income earned during the period of performance of the Underlying Agreement as follows:
 - (i) The Recipient may retain the income for other capital or operating public transportation expenses. If the Recipient chooses not to use program income for current or future FTA Grants or Cooperative Agreements or for other purposes ineligible for federal participation, then the amount of program income used for purposes ineligible for federal participation will be deducted from the total allowable costs to determine the net allowable costs.
 - (ii) For each Public Transportation Innovation, Technical Assistance, Workforce Development Project or Enhanced Mobility of Seniors and Individuals with Disabilities project, or related activities, the Recipient may add program income to the Award.

- (iii) Depending on federal statutory or regulatory restrictions, the Recipient may use the program income for the non-federal share for a future public transportation Project that will receive federal assistance provided by FTA.
- (2) *After the Award Period.* Except as FTA determines otherwise in writing, the Recipient has no obligation to the Federal Government regarding the disposition of program income earned after the end of the period of performance of the Award (i.e., after the ending date of the final Federal Financial Report).
- (q) *Profits.* The Recipient and Subrecipient may earn or keep the profits it may derive as a result of an Award, but the Recipient agrees that any such profits must be used in a manner consistent with the provisions of this Master Agreement or applicable federal guidance.
- (r) *Excess Payments, Disallowed Costs, Refunds, Claims, Debts, Interest, Penalties, Administrative Charges, and Other Amounts Owed to the Federal Government.*
 - (1) *The Recipient's Responsibility to Pay.* The Recipient agrees that after receiving notice of specific amounts due, it will pay the amount it owes the Federal Government for:
 - (i) Excess federal payments for disallowed costs;
 - (ii) Refunds due and amounts recovered from third parties or other sources;
 - (iii) Federal claims or debts;
 - (iv) Interest assessed;
 - (v) Penalties;
 - (vi) Administrative charges; or
 - (vii) Other amounts it owes the Federal Government.
 - (2) *Amount of Interest Due.* The amount of interest to be assessed depends on the procedures used to pursue payment:
 - (i) *The Debt Collection Act.* When the Federal Government uses the procedures of the Debt Collection Act of 1982, as amended, 31 U.S.C. § 3701, et seq., to collect claims or debts owed by the Recipient for any reason authorized under that Act (including excess

payments and disallowed costs), the Recipient agrees that the amount of interest it will owe will be determined by the Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 CFR Part 900, specifically 31 C.F.R. § 901.9(a) – (g), or common law interest authorized by 31 C.F.R. § 901.9(i), as the Federal Government determines.

- (ii) *Other Collection Processes.* When the Federal Government uses methods or procedures other than those described in 31 U.S.C. § 3701, et seq., to recover money(ies) the Recipient owes the Federal Government, the Recipient agrees that common law interest will be due as authorized by Joint U.S. Treasury and U.S. DOJ regulations, “Standards for the Administrative Collection of Claims,” 31 C.F.R. § 901.9(i), but interest for premature withdrawals of federal assistance by states or state instrumentalities will be calculated as required under Section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b), and U.S. Treasury regulations, “Rules and Procedures for Efficient Federal-State Funds Transfers,” 31 CFR Part 205.

- (s) *De-obligation of Federal Assistance.* The Recipient agrees that the Federal Government may de-obligate federal assistance the Recipient has not spent both before and after closeout of the Award.

Section 8. Records and Reports Related to the Award and the Underlying Agreement.

- (a) *Records.* The Recipient agrees to maintain satisfactory records of each Project and activities related in whole or in part to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the extent FTA requires, including, but not limited to:
 - (1) *Financial Records.* Accurate financial records in its account for its Award, the accompanying Underlying Agreement, and any Amendments thereto, including, but not limited to, records of:
 - (i) *Assets Received that Implement the Award.* The amount of all assets it receives to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to all federal assistance or the value of any property the Federal Government provides that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, and all other funds and the value of any property or services it has received from sources other than the Federal Government provided for, accruing to,

or otherwise received on account of its Award, the accompanying Underlying Agreement, and any Amendments thereto.

- (ii) *Costs Incurred that Implement the Award.* Information about the costs incurred to implement its Award, the accompanying Underlying Agreement, and any Amendments thereto, including all costs incurred for the eligible property or services, detailed descriptions of the type of property or services acquired, including, but not limited, to properly executed payrolls, time records, invoices, contracts, vouchers, and other appropriate records, and detailed justifications for those costs.
 - (iii) *Program Income.* All program income derived from the use of Project property, except income FTA determines to be exempt from federal program income record requirements.
- (2) *Other Records Needed for Reports Related to the Award.* Sufficient records as needed to prepare adequate reports related to the Award that it must submit to the Federal Government.
- (3) *Formats.* Formats for records must be satisfactory to FTA and include, but are not limited to, electronic records, including any emails related to the Award, records on paper, and records created in other formats.
- (4) *Availability of Records Related to the Award.* Accessibility for review and separation from other records not related to the Award to the extent feasible must be maintained.
- (b) *Reports.* The Recipient agrees to provide to FTA, and others if FTA so directs, all reports related in whole or in part required by applicable federal laws, regulations, requirements, the Underlying Agreement, or at FTA's express direction in the number and format as FTA specifies.
- (c) *National Transit Database.* For each fiscal year the Recipient receives or provides to any public transportation operator federal assistance appropriated or made available for 49 U.S.C. § 5307 (including the Passenger Ferry Grant Program) or any provision of 49 U.S.C. § 5311 (including the Tribal Transit Program):
 - (1) *Reporting Requirements.* The Recipient agrees to, and assures that it will require any person that receives benefits directly from its Award (including the public transportation operators participating in its Award), the accompanying Underlying Agreement, and any Amendments thereto:

- (i) To facilitate compliance with 49 U.S.C. § 5335(a), which authorizes the National Transit Database (NTD);
 - (ii) To conform to the NTD reporting system and the Uniform System of Accounts and Records;
 - (iii) To comply with FTA regulations, “Uniform System of Accounts and Records and Reporting System,” 49 CFR Part 630;
 - (iv) To report when required to the National Transit Database in accordance with FTA regulation 49 CFR Part 630, “National Transit Database,” and applicable FTA instructions—
 - (A) Any information relating to a transit asset inventory or condition assessment conducted by the Recipient;
 - (B) Any data on assaults on transit workers of the Recipient;
 - (C) Any data on fatalities that result from an impact with a bus; and
 - (D) Such other information as FTA may require; and
 - (v) To comply with any other applicable reporting regulations, and requirements, and
 - (vi) To follow FTA guidance.
- (2) *Voluntary Compliance.* FTA encourages any Recipient that is not required to provide information for the NTD, to provide that information voluntarily.
- (d) *U.S. OMB Special Reporting Requirements.*
- (1) *Authority.* U.S. OMB has issued regulatory guidance in 2 C.F.R. § 25.220 instructing federal agencies to include special “award terms” as authorized under federal laws, including:
 - (i) The Federal Funding Accountability and Transparency Act of 2006 (FFATA), Public Law No. 109-282, September 26, 2006;
 - (ii) Section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law No. 110-252, June 30, 2008, which amended the FFATA; and

- (iii) Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Public Law No. 110-417, October 14, 2008, which further amended the FFATA.
- (2) *Universal Identifier and System for Award Management (SAM)*. The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Universal Identifier and System for Award Management (SAM),” 2 CFR Part 25, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB:
 - (i) *Requirements for the System for Award Management (SAM)*. Unless exempted from SAM as provided in 2 C.F.R. § 25.110, the Recipient agrees to:
 - (A) Maintain the currency of its information in SAM until the later of the date it submits its final financial report required under this Master Agreement, or the date it receives its final federal payment for the Underlying Agreement; and
 - (B) Review and update its information in SAM at least annually after the initial registration, and more frequently if required by changes in its information, another provision of an applicable federal or federally assisted agreement, or an applicable federal law or regulation, or U.S. OMB regulatory guidance.
 - (ii) *Requirement for a Unique Entity Identifier [Currently, the Data Universal Numbering System (DUNS) Number for SAM]*. If the Award includes federal assistance intended to support subawards, the Recipient agrees to notify each potential Subrecipient and other entity participating in the Award that:
 - (A) The potential Subrecipient or entity must provide its unique entity identifier for SAM [currently, its DUNS number] to the Recipient;
 - (B) The Recipient may not make any subaward to any potential Subrecipient or entity unless that Subrecipient or entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient; and
 - (C) No Subrecipient or entity, as described below in section 8(d)(4) of this Master Agreement, may receive a subaward provided through the Underlying Agreement, unless that

entity has provided its unique entity identifier for SAM [currently, its DUNS number] to the Recipient.

- (3) *Reporting Subawards and Executive Compensation.* The Recipient agrees to comply with the award terms in U.S. OMB regulatory guidance, “Reporting Subaward and Executive Compensation Information,” 2 CFR Part 170, appendix A, which FTA has included in this Master Agreement at the direction of U.S. OMB.
- (4) *Reporting of First-Tier Subawards.* The Recipient agrees that when it takes an action that obligates \$25,000 or more in federal assistance for a subaward, it must report each such action as provided below, but it need not report an obligation of \$25,000 or more in federal assistance, if the Recipient is exempt from U.S. OMB’s Special Reporting Requirements as provided below.
 - (i) *Where and when to report.* The Recipient agrees to report each obligating action described below to <http://www.fsrs.gov>, and the Recipient agrees to report subaward information no later than the end of the month after the month in which the obligation was made, *(for example, if the obligation was made on October 1, 2015, the obligation must be reported by no later than November 1, 2015).*
 - (ii) *What to report.* The Recipient agrees to report the requisite information about each obligating action required by the submission instructions posted at <http://www.usaspending.gov>.
 - (iii) *Reporting Total Compensation of the Recipient’s Executives.* The Recipient agrees to report the total compensation for each of its five highest compensated executives for the preceding completed fiscal year if:
 - (A) The total federal assistance authorized to date for the Underlying Agreement is \$25,000 or more; and
 - (B) In its preceding fiscal year, the Recipient:
 - a. Received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);
 - b. Received \$25,000,000 or more in annual gross revenues from federal assistance subject to the

Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and

- c. The public does not have access to information about the compensation of the Recipient's executives through periodic reports filed under Section 13(a) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

(C) The Recipient agrees to report executive total compensation described above as part of Recipient's registration profile at <http://www.sam.gov>, and by the end of the month after the month in which the Underlying Agreement is executed and annually thereafter.

(D) Reporting of Total Compensation of the Subrecipient's Executives. Unless exempt as provided below, the Recipient agrees to report the names and total compensation of each of its first-tier Subrecipient's five highest compensated executives for the Subrecipient's preceding completed fiscal year if:

- a. It received 80 percent or more of its annual gross revenues from federal assistance subject to the Transparency Act, as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts); and
- b. It received \$25,000,000 or more in annual gross revenues from federal assistance subject to the Transparency Act as defined in 2 C.F.R. § 170.320 (and subawards) and/or federal procurement contracts (and subcontracts);
- c. The public does not have access to information about the compensation of the Subrecipient's executives through periodic reports filed under Section 13(a) of

the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), Section 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78o(d), or Section 6104 of the Internal Revenue Code of 1986, 26 U.S.C. § 6104 (to determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

- (E) The Recipient agrees to report the Subrecipient's executives' total compensation described above to FTA and elsewhere as may be determined by the Federal Government, and by the end of the month following the month during which the Recipient makes the subaward (for example, if a subaward is obligated on any date during the month of October of a given year, i.e., between October 1 and 31, the Recipient must report any required compensation information about the Subrecipient by November 30 of that year).
 - (F) Any Recipient that had gross income under \$300,000 from all sources in the previous tax year is exempt from those federal requirements to report subawards, and the total compensation of the five highest compensated executives of any Subrecipient.
- (5) *Recipient Integrity and Performance Matters.* U.S. OMB regulatory guidance, "Recipient Integrity and Performance Matters," 2 CFR Part 200, appendix XII, contains mandatory provisions that may affect the Recipient's reporting requirements.
- (e) *Closeout.* The Recipient agrees that closeout of its Award does not alter the record-keeping and reporting requirements of this section of this Master Agreement.

Section 9. Record Retention and Access to Sites of Performance.

- (a) *Types of Records.* The Recipient agrees to retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- (b) *Retention Period.* The Recipient agrees to comply with the record retention requirements in the applicable U.S. DOT Common Rule. Records pertaining to its Award, the accompanying Underlying Agreement, and any Amendments thereto

must be retained from the day the Underlying Agreement was signed by the authorized FTA official through the course of the Award, the accompanying Underlying Agreement, and any Amendments thereto until three years after the Recipient has submitted its last or final expenditure report, and other pending matters are closed.

- (c) *Access to Recipient and Third Party Participant Records.* The Recipient agrees, and assures that each Subrecipient, if any, will agree to:
 - (1) Provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information related to its Award, the accompanying Underlying Agreement, and any Amendments thereto to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and to the Recipient and each of its Subrecipients;
 - (2) Permit those individuals listed above to inspect all work and materials related to its Award, and to audit any information related to its Award under the control of the Recipient or Third Party Participant within books, records, accounts, or other locations; and
 - (3) Otherwise comply with 49 U.S.C. § 5325(g), and federal access to records requirements as set forth in the applicable U.S. DOT Common Rules.
- (d) *Access to the Sites of Performance.* The Recipient agrees to permit, and to require its Third Party Participants to permit, FTA to have access to the sites of performance 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.
- (e) *Closeout.* Closeout of the Award does not alter the record retention or access requirements of this section of this Master Agreement.

Section 10. Completion, Audit, Settlement, and Closeout.

- (a) *Completion.* Within one hundred twenty (120) calendar days after completion or termination of the Award, the Recipient agrees to submit; and within ninety (90) calendar days after completion or termination of the Award (or an earlier date as agreed upon by the pass-through entity and subrecipient), the subrecipient agrees to submit to the pass-through entity:
 - (1) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425);

- (2) A certification of expenses incurred that implement its Award, the accompanying Underlying Agreement, and any Amendments thereto; and
 - (3) The necessary audit reports of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (b) *Audit of the Recipient.* Except as the Federal Government determines otherwise in writing, the Recipient agrees that:
 - (1) *Audits Required.* It must obtain the following audits:
 - (i) *Annual "Single Audit."* 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; and
 - (ii) *Other Audits.* Other audits the Federal Government may require.
 - (2) *Auditing Standards.* It must comply with the "Audit Requirements" of 2 CFR Part 200, subpart F, and conform to U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards" in the conduct of audits of its Award, the accompanying Underlying Agreement, and any Amendments thereto.
 - (3) *Costs of Audits.* The audit costs for the administration and management of the Award, the accompanying Underlying Agreement, and any Amendments to any Underlying Agreement are allowable to the extent authorized by the cost principles of 49 CFR Part 1201, which incorporate by reference 2 CFR Part 200.
- (c) *Amounts Owed to the Federal Government.* The Recipient agrees to return to the Federal Government any excess federal payments it receives for disallowed costs, and the Federal Government's proportionate part of any amounts it recovers from third parties or other sources, including refunds due and amounts recovered from third parties or other sources, interest assessed, penalties, and administrative charges.
- (d) *Closeout.* The Recipient agrees that closeout of the Award occurs when FTA notifies the Recipient that the Award is closed, and approves the final federal payment, or acknowledges receipt of the proper refund. Closeout of the Award does not alter the Recipient's audit responsibilities and does not invalidate any continuing requirements of applicable federal law, regulations, or requirements, this Master Agreement or the Underlying Agreement.

Section 11. Right of the Federal Government to Terminate.

- (a) *Justification.* After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
 - (1) The Recipient has failed to make reasonable progress implementing the Award;
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- (b) *Financial Implications.* In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- (c) *Expiration of the Period of Performance.* Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.
- (d) *Uniform Administrative Requirements.* These termination rights are in addition to and in no way limit the Federal Government’s rights to terminate described in 2 CFR § 200.340.

Section 12. Civil Rights.

- (a) *Civil Rights Requirements.* The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing.

Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

- (b) *Nondiscrimination in Federal Public Transportation Programs.* The Recipient agrees to, and assures that it and each Third Party Participant will:
- (1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age.
 - (2) Prohibit the:
 - (i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;
 - (ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or
 - (iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.
 - (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but
 - (ii) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- (c) *Nondiscrimination – Title VI of the Civil Rights Act.* The Recipient agrees to, and assures that each Third Party Participant will:
- (1) Prohibit discrimination based on race, color, or national origin,
 - (2) Comply with:
 - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

- (ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and
 - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
- (3) Follow:
 - (i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
 - (ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and
 - (iii) All other applicable federal guidance that may be issued.
- (d) *Equal Employment Opportunity.*
 - (1) *Federal Requirements and Guidance.* The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
 - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
 - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
 - (iii) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
 - (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;
 - (v) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and
 - (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

- (2) *Specifics.* The Recipient agrees to, and assures that each Third Party Participant will:
 - (i) *Affirmative Action.* If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
 - (A) Recruitment advertising, recruitment, and employment;
 - (B) Rates of pay and other forms of compensation;
 - (C) Selection for training, including apprenticeship, and upgrading; and
 - (D) Transfers, demotions, layoffs, and terminations; but
 - (ii) *Indian Tribe.* Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer;” and
- (3) *Equal Employment Opportunity Requirements for Construction Activities.* Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
 - (i) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and
 - (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- (e) *Disadvantaged Business Enterprise.* 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;

- (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.
- (4) *Assurance.* As required by 49 C.F.R. § 26.13(a):
 - (i) *Recipient Assurance.* The Recipient agrees and assures that:
 - (A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;
 - (B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
 - (C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and

- (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.
- (ii) *Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance.* The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
 - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
 - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
 - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and
 - (D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.
- (5) *Remedies.* Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for

enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

- (f) *Nondiscrimination on the Basis of Sex.* The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:
 - (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.;
 - (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25; and
 - (3) Federal transit law, specifically 49 U.S.C. § 5332.
- (g) *Nondiscrimination on the Basis of Age.* The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:
 - (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age;
 - (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625;
 - (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;
 - (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90; and
 - (5) Federal transit law, specifically 49 U.S.C. § 5332.
- (h) *Nondiscrimination on the Basis of Disability.* 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;

- (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;

- (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.
- (i) *Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections.* The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.;
 - (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and
 - (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- (j) *Access to Services for Persons with Limited English Proficiency.* 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) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.
- (k) *Other Nondiscrimination Laws, Regulations, Requirements, and Guidance.* The Recipient agrees to comply with other applicable federal nondiscrimination laws,

regulations, and requirements, and follow federal guidance prohibiting discrimination.

- (l) *Remedies.* Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.
- (m) *Promoting Free Speech and Religious Liberty.* The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Section 13. Planning.

- (a) *Standard Planning Provisions.* The Recipient agrees to the following:
 - (1) *Planning Requirements and Guidance.* To assure that its Underlying Agreement is consistent with the Planning requirements that apply, the Recipient agrees to:
 - (i) Comply with the Metropolitan planning requirements of 49 U.S.C. § 5303, and joint FHWA and FTA regulations, “Planning and Assistance Standards” (for Metropolitan Transportation Planning and Programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the metropolitan planning requirements of 49 U.S.C. § 5303;
 - (ii) Comply with the statewide and nonmetropolitan planning requirements of 49 U.S.C. § 5304, and joint FHWA and FTA regulations, “Planning and Assistance Standards” (for statewide transportation planning and programming), 23 CFR Part 450 and 49 CFR Part 613, to the extent those regulations are consistent with the state planning requirements of 49 U.S.C. § 5304; and
 - (iii) Follow any guidance FTA issues to implement requirements of 49 U.S.C. §§ 5303 and 5304.
 - (2) *Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation.* The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted

transportation services, and be included in planning for the Recipient's federally assisted transportation services; and

- (ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

(b) *Tribal Transit Program Planning Provisions.* The Indian Tribe agrees that:

- (1) *Planning Requirements.* The federal assistance it receives for its Tribal Transit Program will be consistent with its documents, including any formal plan provided to FTA in support of the development and basis of its Award of federal assistance under the Tribal Transit Program, and are or will be coordinated with transportation service funded by other federal sources to the maximum extent feasible.
- (2) *Participation of State or Local Governmental and Private Nonprofit Providers of Nonemergency Transportation.* The Recipient agrees to comply with 49 U.S.C. § 5323(k) by assuring that it will, as feasible:
 - (i) Provide the opportunity to participate and coordinate with the Recipient in the design and the delivery of federally assisted transportation services, and be included in planning for the Recipient's federally assisted transportation services; and
 - (ii) Make that opportunity available to federally-assisted state or local governmental agencies and nonprofit organizations that receive federal assistance for nonemergency transportation, but do not receive federal assistance for nonemergency transportation from U.S. DOT.

Section 14. Private Enterprise.

- (a) *Protections.* The Recipient agrees to protect the interests of private enterprise affected by federal public transportation programs by:
 - (1) Encouraging private enterprise to participate in the planning of public transportation and programs that provide public transportation, to the extent permitted under 49 U.S.C. § 5306; and
 - (2) Providing just compensation for the Project property it acquires, including the franchises of private providers of public transportation, as required under 49 U.S.C. § 5323(a)(1)(C).

- (b) *Infrastructure Investment.* The Recipient agrees to follow the infrastructure investment recommendations of:
 - (1) Executive Order No. 12803, “Infrastructure Privatization,” April 30, 1992, 31 U.S.C. § 501 note (57 Fed. Reg. 19,036); and
 - (2) Executive Order No. 12893, “Principles for Federal Infrastructure Investments,” January 26, 1994, 31 U.S.C. § 501 note (59 Fed. Reg. 4233).
- (c) *Joint Development.* If joint development is involved, the Recipient agrees to follow the latest edition of FTA Circular 7050.1, “Federal Transit Administration Guidance on Joint Development.”

Section 15. Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA’s U.S. domestic preference requirements and follow federal guidance, including:

- (a) *Buy America.* The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, “Buy America Requirements,” 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (b) *Build America, Buy America Act.* Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (c) *Cargo Preference–Use of United States-Flag Vessels.* The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381; and
- (d) *Fly America.* The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, “Use of United States Flag Air Carriers,” 41 C.F.R. §§ 301-10.131 – 301-10.143.
- (e) *Uniform Administrative Requirements.* Compliance with FTA’s Buy America requirements shall be deemed to satisfy 2 CFR § 200.322, “Domestic Preferences for Procurements.”

- (f) *Limitation on Certain Rolling Stock Procurements.* The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

Section 16. Procurement.

- (a) *Federal Laws, Regulations, Requirements, and Guidance.* The Recipient agrees:
- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
 - (2) To comply with the applicable U.S. DOT Common Rules; and
 - (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.
- (b) *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.
- (c) *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.
- (d) *Required Clauses in Third Party Contracts.* In addition to other applicable provisions of federal law, regulations, requirements, and guidance, all third party contracts made by the Recipient under the Federal award must contain provisions covering the following, as applicable:
- (1) *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).)

- (2) *Termination.* All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- (3) *Equal Employment Opportunity.* Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order No. 11246, “Equal Employment Opportunity,” 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964–1965 Comp., p. 339), as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14,303) and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (4) *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 a 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.

- (5) *Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708).* Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (6) *Rights to Inventions Made Under a Contract or Agreement.* If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the 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.
- (7) *Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended.* Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree 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 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (8) *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 governmentwide 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:

- (i) Complies with federal debarment and suspension requirements; and
 - (ii) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.
- (9) *Restrictions on Lobbying (31 U.S.C. § 1352).* Contractors that apply or bid for an award exceeding \$100,000 must file the certification required by 49 CFR Part 20. 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 must 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 non-federal award.
- (10) *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.
- (e) *Geographic Restrictions.* The Recipient agrees that it will not use any state or local geographic preference, except as permitted by federal law (for example,

Section 25019 of the Infrastructure Investment and Jobs Act of 2021, Pub. L. 117-58), regulation, requirement, or guidance.

- (f) *In-State Bus Dealer Restrictions.* The Recipient agrees that any state law requiring buses to be purchased through in-state dealers will not apply to purchases of vehicles supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, as provided in 49 U.S.C. § 5325(i).
- (g) *Organizational Conflict of Interest.* The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest.
- (h) *Project Labor Agreements.* As a condition of a third party contract award, the Recipient may require the Third Party Contractor or Subcontractor to have an affiliation with a labor organization, such as a Project Labor Agreement, consistent with Executive Order No. 13502, “Use of Project Labor Agreements for Federal Construction Projects,” February 6, 2009 (74 Fed. Reg. 6985).
- (i) *Force Account.* The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.
- (j) *FTA Technical Review.* The Recipient agrees that FTA may review and approve the Recipient’s technical specifications and requirements to the extent FTA believes necessary to ensure proper administration of the Underlying Agreement.
- (k) *Relationship of the Award to Third Party Contract Approval.* The Recipient agrees that the terms of the Underlying Agreement do not, by themselves, constitute approval of any non- competitive third party contract associated with the Award, unless FTA indicates otherwise in writing.
- (l) *National Intelligent Transportation Systems Architecture and Standards.* The Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.
- (m) *Rolling Stock.* The Recipient agrees that any procurement for rolling stock will comply with 49 U.S.C. § 5325 (Contract Requirements), 49 U.S.C. § 5323(j) (Buy America Requirements), 49 U.S.C. § 5323(m) (Pre-Award and Post Delivery Requirements), and 49 U.S.C. § 5318(e) (Bus Testing Requirements), 49 U.S.C. § 5323(u) (limitation on certain rolling stock procurements), and their implementing regulations.

- (n) *Bonding.* The Recipient agrees to comply with the following bonding requirements and restrictions as provided in federal regulations and guidance:
 - (1) *Construction.* As provided in federal regulations and modified by FTA guidance, for each Project or related activities implementing the Underlying Agreement that involve construction, it will provide bid guarantee bonds, contract performance bonds, and payment bonds.
 - (2) *Activities Not Involving Construction.* For each Project or related activities implementing the Underlying Agreement not involving construction, the Recipient will not impose excessive bonding and will follow FTA guidance.
- (o) *Architectural Engineering and Related Services.* When procuring architectural engineering or related services supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53 or provided in any other law requiring the Award to be administered under 49 U.S.C. chapter 53, the Recipient agrees to comply and assures that each of its Subrecipients will comply with 49 U.S.C. § 5325(b).
- (p) *Design-Build Projects.* As provided in 49 U.S.C. § 5325(d), the Recipient may use a design- build procurement to carry out its Design-Build Project, provided that it complies with applicable federal laws, regulations, and requirements, and follows federal guidance.
- (q) *Award to Other than the Lowest Bidder.* As permitted under 49 U.S.C. § 5325(c), the Recipient may award a third party contract to other than the lowest bidder, if that award furthers an objective (for example, improved long-term operating efficiency and lower long- term costs) consistent with the purposes of 49 U.S.C. chapter 53 and any implementing federal regulations, requirements, or guidance that FTA may issue.
- (r) *Award to Responsible Third Party Contractors.* The Recipient agrees to award third party contracts only to contractors able to carry out the procurement successfully, as provided in 49 U.S.C. § 5325(j), and before awarding a third party contract, it will consider the proposed contractor's integrity, compliance with public policy, past performance, and financial and technical resources.
- (s) *Access to Third Party Contract Records.* The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:
 - (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all

third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and

- (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.
- (t) *Electronic and Information Technology.* The Recipient agrees that reports or information it provides to or on behalf of the Federal Government will use electronic or information technology that complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194.
- (u) *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.
- (v) *Acquisition by Lease.* The Recipient agrees that if it intends to acquire Project property through a lease it will comply, as applicable, with 49 U.S.C. chapter 53 and section 3019 of the FAST Act.
- (w) *Bid Protests.* The Recipient agrees to provide FTA, as part of the annual or quarterly Milestone Progress Report, with a list of all bid protests and appeals for solicitations or contracts in excess of \$500,000. The Recipient also should be mindful of the requirement in Section 39, Disputes, that the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located, of significant current or prospective legal matters that may affect the Federal Government.

Section 17. Patent Rights.

- (a) *General.* The Recipient agrees that:

- (1) Depending on the nature of the Underlying Agreement, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable invention, improvement, or discovery;
 - (2) The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with federal assistance provided through the Underlying Agreement; or
 - (3) When a patent is issued or patented information becomes available as described in the preceding section 17(a)(2) of this Master Agreement, the Recipient will notify FTA immediately and provide a detailed report satisfactory to FTA.
- (b) *Federal Rights.* The Recipient agrees that:
- (1) Its rights and responsibilities and each Third Party Participant's rights and responsibilities in that federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and
 - (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of any Third Party Participant as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Recipient will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (c) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with applicable federal requirements.

Section 18. Rights in Data and Copyrights.

- (a) *Definition of "Subject Data."* As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Underlying Agreement. 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 Underlying Agreement.

- (b) *General Federal Restrictions.* The following restrictions apply to all subject data first produced in the performance of the Underlying Agreement:
 - (1) *Prohibitions.* The Recipient may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so.
 - (2) *Exceptions.* The prohibitions do not apply to publications or reproductions for the Recipient's own internal use, an institution of higher learning, the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.
- (c) *Federal Rights in Data and Copyrights.* The Recipient agrees that:
 - (1) *General.* It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and
 - (2) *U.S. DOT Public Access Plan – Copyright License.* The Recipient grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. The Recipient herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.
- (d) *Special Federal Rights in Data for Research, Development, Demonstration, Deployment, Technical Assistance, and Special Studies Programs.* In general, FTA's purpose in providing federal assistance for a research, development, demonstration, deployment, technical assistance, or special studies program is to increase transportation knowledge, rather than limit the benefits of the Award to the Recipient and its Third Party Participants. Therefore, the Recipient agrees that:

- (1) *Publicly Available Report.* When an Award providing federal assistance for any of the programs described above is completed, it must provide a report of the Underlying Agreement that FTA may publish or make available for publication on the Internet.
 - (2) *Other Reports.* It must provide other reports related to the Award that FTA may request.
 - (3) *Availability of Subject Data.* FTA may make available its copyright license to the subject data, and a copy of the subject data to any FTA Recipient or any Third Party Participant at any tier, except as the Federal Government determines otherwise in writing.
 - (4) *Identification of Information.* It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
 - (5) *Incomplete.* If the Award is not completed for any reason whatsoever, all data developed with federal assistance for the Award becomes subject data and must be delivered as the Federal Government may direct.
 - (6) *Exception.* This section does not apply to an adaptation of any automatic data processing equipment or program that is both for the Recipient's use, and acquired with FTA capital program assistance.
- (e) *License Fees and Royalties.* Consistent with the applicable U.S. DOT Common Rules, the Recipient agrees that license fees and royalties for patents, patent applications, and inventions produced with federal assistance provided through the Underlying Agreement are program income, and must be used in compliance with federal applicable requirements.
- (f) *Hold Harmless.* Upon request by the Federal Government, the Recipient agrees that if it intentionally violates any proprietary rights, copyrights, or right of privacy, and if its violation under the preceding section occurs from any of the publication, translation, reproduction, delivery, use or disposition of subject data, then it will indemnify, save, and hold harmless the Federal Government against any liability, including costs and expenses of the Federal Government's officers, employees, and agents acting within the scope of their official duties. The Recipient will not be required to indemnify the Federal Government for any liability described in the preceding sentence, if the violation is caused by the wrongful acts of federal officers, employees or agents, or if indemnification is prohibited or limited by applicable state law.
- (g) *Restrictions on Access to Patent Rights.* Nothing in this section of this Master Agreement pertaining to rights in data either implies a license to the Federal

Government under any patent, or may be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.

- (h) *Data Developed Without Federal Assistance or Support.* The Recipient agrees that in certain circumstances it may need to provide to FTA data developed without any federal assistance or support. Nevertheless, this section generally does not apply to data developed without federal assistance, even though that data may have been used in connection with the Award. The Recipient agrees that the Federal Government will not be able to protect data developed without federal assistance from unauthorized disclosure unless that data is clearly marked “Proprietary,” or “Confidential.”
- (i) *Requirements to Release Data.* The Recipient understands and agrees that the Federal Government may be required to release data and information that the Recipient submits to the Federal Government as required under:
 - (1) The Freedom of Information Act (FOIA), 5 U.S.C. § 552;
 - (2) The U.S. DOT Common Rules;
 - (3) The U.S. DOT Public Access Plan, which provides that the Recipient agrees to satisfy the reporting and compliance requirements as set forth in the U.S. DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a Research Project record in the Transportation Research Board’s (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at <http://ntl.bts.gov/publicaccess/howtocomply.html>; or
 - (4) Other federal laws, regulations, requirements, and guidance concerning access to records pertaining to the Award, the accompanying Underlying Agreement, and any Amendments thereto.

Section 19. Use of Real Property, Equipment, and Supplies.

- (a) *Federal Interest.* The Recipient agrees that the Federal Government retains a federal interest in all real property, equipment, and supplies acquired or improved for use in connection with a Project (Project property) until, and to the extent that, the Federal Government removes its federal interest.

- (b) *FTA Requirements and Guidance for Use of Project Property.* The Recipient agrees that:
- (1) *Satisfactory Continuing Control.* It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
 - (2) *Appropriate Use.* It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Award, and consistent with other requirements FTA may impose.
 - (3) *Delay or Failure to Use Project Property.* The Federal Government may require it to return the entire amount of federal assistance spent on its Project property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property.
 - (4) *Notification.* It will notify FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Application or other documents submitted in support of the Award, or the requirements of the accompanying Underlying Agreement, or it withdraws any of its Project property from appropriate use.
 - (5) *FTA Guidance.* It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.
- (c) *General Federal Requirements.* The Recipient agrees to comply with the applicable U.S. DOT property management provisions as provided in the U.S. DOT Common Rules and this Master Agreement. The Recipient also agrees to follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in this Master Agreement and FTA guidance.
- (d) *Maintenance.* As provided in federal laws, regulations, requirements, and guidance, the Recipient agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 CFR Parts 625 and 630.
- (e) *Property Records.* The Recipient agrees to keep satisfactory records of its use of its Project property, and, upon request, it will provide FTA the necessary information required to assure compliance with this Master Agreement.

- (f) *Incidental Use.*
- (1) The Recipient agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance.
 - (2) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if:
 - (i) The incidental use does not interfere with public transportation operations or violate the provisions of the Underlying Agreement and any Amendments thereto;
 - (ii) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment;
 - (iii) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and
 - (iv) Private entities pay all applicable excise taxes on fuel.
- (g) *Reasonable Access for Private Intercity or Charter Transportation Operators.* The Recipient agrees to comply with 49 U.S.C. § 5323(r), and may not deny reasonable access for a private intercity or charter transportation operator to federally funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes. In determining reasonable access, capacity requirements of the Recipient and the extent to which access would be detrimental to existing public transportation services must be considered.
- (h) *Encumbrance of Project Property.* Absent the express consent of the Federal Government in writing, the Recipient agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows:
- (1) *Written Transactions.* The Recipient agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or

commitment that may apply to the Project property. Upon request, the Recipient will provide a copy of any document described above to FTA.

- (2) *Oral Transactions.* The Recipient agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.
 - (3) *Other Actions.* The Recipient agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.
- (i) *Useful Life of Project Property.* The Recipient agrees that:
- (1) *Determining the Useful Life.* FTA may establish the useful life of Project property;
 - (2) *Required Use.* It will use its Project property continuously and appropriately throughout the useful life of that property;
 - (3) *Expired Useful Life.* When the useful life of its Project property has expired, it will comply with FTA's disposition requirements; and
 - (4) *Premature Withdrawal.* The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated based on straight line depreciation (including Project equipment acquired by a state). Therefore, if the Recipient withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
- (i) *Amount of Federal Interest.* The federal interest in the Recipient's or any of its Subrecipients' Project property will be determined based on the ratio of the federal assistance provided for that property to the actual cost of that property.
 - (ii) *Financial Commitments to the Federal Government.* Except as otherwise approved in writing by the Federal Government, the Recipient agrees that if its Project property is prematurely withdrawn from appropriate use:
 - (A) It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government; or

- (B) With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.
- (j) *Calculating the Value of Prematurely Withdrawn Project Property.* The Recipient agrees that the fair market value of Project property prematurely withdrawn from use in support of the Award (including the fair market value of project equipment acquired or improved by a state) will be calculated as follows:
 - (1) *Equipment and Supplies.* The fair market value of project equipment or supplies will be calculated by straight-line depreciation, based on the useful life of that equipment or supplies as established or approved by FTA. The fair market value of the Project equipment and supplies withdrawn from proper use will be based on the value of that property immediately before it was withdrawn from appropriate use irrespective of whether the Project property was withdrawn from use due to fire, casualty, or natural disaster, and irrespective of the extent of insurance coverage.
 - (2) *Real Property.* The Recipient agrees that the fair market value of Project real property shall be determined by:
 - (i) Competent appraisal based on an appropriate date as approved by FTA, consistent with U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 CFR Part 24;
 - (ii) Straight line depreciation of improvements to the Project real property coupled with the value of the land determined by FTA based on appraisal; or
 - (iii) Other applicable federal laws, regulations, and requirements.
 - (3) *Exceptional Circumstances.* The Recipient agrees that the Federal Government may require another method of valuation to be used to determine the fair market value of Project real property withdrawn from service. In unusual circumstances, the Recipient may request permission to use another reasonable valuation method including, but not limited to accelerated depreciation, comparable sales, or established market values.
- (k) *Insurance Proceeds.* The Recipient agrees to use any insurance proceeds it receives for Project property that has been damaged or destroyed (including insurance proceeds for Project equipment acquired or improved by a state) as follows:

- (1) *Replacement.* It may apply those insurance proceeds to the cost of replacing that damaged or destroyed property;
 - (2) *Another Purpose.* It may use those insurance proceeds for another authorized purpose, provided that it has obtained FTA’s consent in writing; or
 - (3) *Return to the Federal Government.* It may return to the Federal Government an amount equal to the amount of the remaining federal interest in that property that has been damaged or destroyed.
- (l) *Misused or Damaged Project Property.* If any damage to Project property results from abuse or misuse occurring with the Recipient’s knowledge and consent, the Recipient agrees to restore the Project property that has been damaged to its original condition, or refund the value of the federal interest in its Project property (including the remaining federal interest in Project equipment acquired by a state), as the Federal Government may require.
 - (m) *Disposition of Project Property.* The Recipient agrees that disposition of its Project property may be made as provided in FTA’s enabling legislation, 49 U.S.C. § 5334(h), U.S. DOT Common Rules, and the most recent edition of FTA Circular 5010.1, to the extent consistent with applicable federal laws, regulations, requirements, and guidance. The Recipient understands and agrees that under certain circumstances, the Recipient must obtain disposition instructions from FTA before disposing of Project property, including real property, equipment including rolling stock, and supplies. Disposition performed under any authority is subject to 49 U.S.C. § 5334(h)(4)(B) (“Reimbursement”).
 - (n) *Responsibilities After Closeout.* The Recipient agrees that closeout of the Award will not change the Recipient’s property management responsibilities for its Project property as provided in federal laws, regulations, requirements, and guidance effective now or at a later date, and this section of this Master Agreement.

Section 20. Transit Asset Management.

- (a) *Transit Asset Management Plan.* The Recipient agrees to develop a Transit Asset Management Plan that complies with federal transit laws, specifically 49 U.S.C. § 5326, FTA regulations, “Transit Asset Management,” 49 CFR Part 625, and “National Transit Database,” 49 CFR Part 630, and other applicable federal laws, regulations, and requirements.
- (b) *When Compliance is Required.* The Recipient agrees to, and assures that each Third Party Participant will, comply with FTA regulations, “Transit Asset Management; National Transit Database,” 49 CFR Parts 625 and 630, and follow applicable federal guidance.

Section 21. Insurance.

- (a) *Flood Insurance.* The Recipient agrees and assures that its Third Party Participants will agree to comply with flood insurance laws and guidance as follows:
 - (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.
 - (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
 - (3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.
- (b) *Other Insurance Requirements.* It will comply with the insurance requirements normally imposed by its state and local laws, regulations, and ordinances.

Section 22. Relocation and Real Property.

- (a) *Relocation Protections.* Irrespective of whether federal assistance is used to pay relocation costs required under federal laws, regulations, or requirements, the Recipient agrees to:
 - (1) Provide fair and equitable treatment to displaced individuals and businesses that must be relocated as a result of any Project for which the FTA has provided federal assistance; and
 - (2) Comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR Part 24.
- (b) *Nondiscrimination in Housing.* The Recipient agrees that when it must provide housing for individuals as a result of relocation, it will comply with Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act), 42 U.S.C. § 3601, et seq., and facilitate and follow Executive Order No. 12892, “Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing,”

January 17, 1994, 42 U.S.C. § 3608 note, (59 Fed. Reg. 2939), except as the Federal Government determines otherwise in writing.

- (c) *Prohibition Against the Use of Lead-Based Paint.* The Recipient agrees that if it constructs or rehabilitates residential structures on behalf of individuals displaced by its any Project, it will not use lead-based paint, and it will comply with Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and U.S. Housing and Urban Development regulations, “Lead-based Paint Poisoning Prevention in Certain Residential Structures,” 24 CFR Part 35.
- (d) *Real Property Acquisition Protections.* Irrespective of whether federal assistance is used to pay real property acquisition costs required to implement the Award, the Recipient agrees to provide fair and equitable treatment to owners of real property or interests in real property that must be acquired as a result of any Project, and comply with federal transit laws, specifically 49 U.S.C. § 5323(b), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601, et seq., and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs,” 49 CFR Part 24.
- (e) *Covenant Against Discrimination.* The Recipient agrees to include a covenant in the title of the real property acquired for use in any Project that assures nondiscrimination during the useful life of that real property.
- (f) *Recording the Title to Real Property.* The Recipient agrees to record the federal interest in the title to real property used in connection with any Project if FTA so requires.
- (g) *FTA Approval of Changes in Real Property Ownership.* Unless it receives permission or instructions from FTA, the Recipient agrees that it will not dispose of, modify the use of, or change the title to real property used in any Project, or any other interests in the site and facilities used in any Project.

Section 23. Construction.

- (a) *Construction Plans and Specifications.* The Recipient agrees to comply with all applicable statutes, regulations, and requirements, and follow FTA guidance in the development and implementation of construction plans and specifications, including drafting, review, and approval, for the Award.
- (b) *Seismic Safety.* The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. § 7701, et seq., and U.S. DOT regulations, “Seismic Safety,” 49 CFR Part 41, specifically, 49 C.F.R. § 41.117.

- (c) *Supervision of Construction.* The Recipient agrees to maintain competent and adequate engineering supervision at the construction site of any Project to ensure that the completed work conforms to the approved plans and specifications.
- (d) *Construction Reports.* For any Project or related activities involving construction, the Recipient agrees to provide progress reports and other relevant information or data, as required by FTA or the state in which construction takes place.
- (e) *Major Capital Investment Projects.* If the Recipient's Project involves a Major Federal Project, it agrees to comply with all applicable federal regulations, including FTA regulations, "Major Capital Investment Projects," 49 CFR Part 611, and "Project Management Oversight," 49 CFR Part 633, to the extent that they are consistent with applicable federal legislation, regulations, and requirements, and follow all applicable federal guidance.

Section 24. Employee Protections.

- (a) *Awards Involving Construction.* The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
 - (1) Prevailing Wage Requirements of:
 - (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
 - (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
 - (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
 - (2) Wage and Hour Requirements of:
 - (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
 - (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction

(also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

(3) “Anti-Kickback” Prohibitions of:

- (i) Section 1 of the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. § 874;
- (ii) Section 2 of the Copeland “Anti-Kickback” Act, as amended, 40 U.S.C. § 3145; and
- (iii) U.S. DOL regulations, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States,” 29 CFR Part 3.

(4) Construction Site Safety of:

- (i) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and
- (ii) U.S. DOL regulations, “Recording and Reporting Occupational Injuries and Illnesses,” 29 CFR Part 1904; “Occupational Safety and Health Standards,” 29 CFR Part 1910; and “Safety and Health Regulations for Construction,” 29 CFR Part 1926.

(b) *Awards Not Involving Construction.* The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing wage and hour protections for nonconstruction employees, including Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 CFR Part 5.

(c) *Awards Involving Commerce.* The Recipient agrees to comply and assures that each Third Party Participant will comply with the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, et seq. to the extent that the FLSA applies to employees performing work with federal assistance provided through the Underlying Agreement involving commerce, and as the Federal Government otherwise determines applicable.

- (d) *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.

Section 25. Early Systems Work Agreement.

- (a) *Statutory Requirements.* If FTA enters into an Early System Work Agreement (ESWA) with the Recipient to advance the implementation of the Recipient’s Capital

Project, the Recipient agrees that the provisions of 49 U.S.C. § 5309(k)(3) will apply to that ESWA, the Recipient, and FTA.

- (b) *ESWA Provisions.* Except to the extent that the Federal Government determines otherwise in writing, the Recipient understands and agrees that the following provisions apply to its ESWA, unless the ESWA contains specific requirements to the contrary:
 - (1) *Recipient Representations.* In view of the standards and commitments imposed on the Recipient by 49 U.S.C. § 5309(k)(3), the Recipient has provided sufficient representations and information to FTA so that FTA has reason to believe the following:
 - (i) FTA and the Recipient will enter into a Full Funding Grant Agreement for the Project; and
 - (ii) The terms of the ESWA will promote the ultimate completion of the Project more rapidly and at less cost.
 - (2) *FTA Commitments.* By entering into an ESWA with the Recipient, FTA has agreed to provide for reimbursement of the preliminary costs of carrying out the Project, including:
 - (i) Land acquisition;
 - (ii) Timely procurement of system elements for which the specifications are decided; and
 - (iii) Other activities that FTA decides are appropriate to make efficient, long-term Project management easier.
 - (3) *Time Period of the ESWA.* FTA reserves the right to determine the period of time in which the ESWA will remain in effect, even if that period extends beyond the time of the authorization of federal funding that will support the Project costs covered by the ESWA.
 - (4) *Interest and Other Financing Costs.* Interest and other financing costs of carrying out the ESWA efficiently and within a reasonable time are eligible ESWA costs, provided that:
 - (i) The interest and financing costs claimed do not exceed the cost of the most favorable financing terms reasonably available for the Project at the time of borrowing;

- (ii) The Recipient has certified that it will show reasonable diligence in seeking the most favorable financing terms; and
 - (iii) The Recipient is able to show reasonable diligence in seeking the most favorable financing terms to support this ESWA.
- (5) *Contingent Commitment.* In providing funding for the ESWA:
 - (i) In its discretion, FTA may include a commitment, contingent on amounts made available under a later-enacted law, to obligate an additional amount from future available budget authority to support the costs of the Recipient's ESWA; and
 - (ii) If FTA does make a commitment to provide funding contingent on future amounts to be specified in law, that commitment is not an obligation of the Federal Government.
- (6) *Failure to Carry Out the Project.* If, for reasons within its control, the Recipient does not carry out the Project for which its ESWA was made available by FTA, the Recipient must:
 - (i) Repay all Federal Grant funds awarded under the ESWA from all Federal funding sources for all Project activities, facilities, and equipment; and
 - (ii) Pay reasonable interest and penalty charges:
 - (A) As established by FTA before or after FTA provided funding for the ESWA; or
 - (B) Allowable under law.

Section 26. Environmental Protections.

- (a) *General.* The Recipient agrees to, and assures that its Third Party Participants will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.
- (b) *National Environmental Policy Act.* An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, the Recipient agrees to, and assures that its Third Party Participants will:

- (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to:
 - (i) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139;
 - (ii) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321, et seq., as limited by 42 U.S.C. § 5159, and CEQ's implementing regulations 40 CFR Part 1500 – 1508;
 - (iii) Joint FHWA and FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622;
 - (iv) Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," March 5, 1970, 42 U.S.C. § 4321 note (35 Fed. Reg. 4247); and
 - (v) Other federal environmental protection laws, regulations, and requirements applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation:
 - (i) Joint FHWA and FTA final guidance, "Interim Guidance on MAP-21 Section 1319, Accelerated Decisionmaking in Environmental Reviews," January 14, 2013;
 - (ii) Joint FHWA and FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576, November 15, 2006; and
 - (iii) Other federal environmental guidance applicable to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto.
- (c) *Environmental Justice*. The Recipient agrees to, and assures that its Third Party Participants will, 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, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;

- (2) U.S. DOT Order 5610.2(a), “Department of Transportation Updated Environmental Justice Order,” 77 Fed. Reg. 27534, May 10, 2012; and
 - (3) The most recent 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, requirements, and guidance.
- (d) *Other Environmental Federal Laws.* The Recipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”
- (e) *Corridor Preservation.* The Recipient agrees that:
- (1) It will not develop any right-of-way acquired under 49 U.S.C. § 5323(q) in anticipation of implementing its Award until all required environmental reviews for each Project or related activities have been completed; and
 - (2) It will follow FTA Final Guidance on the Application of 49 U.S.C § 5323(q) to Corridor Preservation for a Transit Project, October 27, 2014.
- (f) *Use of Certain Public Lands.* The Recipient agrees to comply, and assures that its Third Party Participants will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as “section 4(f)”), and joint FHWA and FTA regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 CFR Part 774, and referenced in 49 CFR Part 622.
- (g) *Historic Preservation.* The Recipient agrees to, and assures that its Third Party Participants will:
- (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as “section 4(f)”), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places.

- (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108.
 - (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501, et seq.
 - (4) Comply with U.S. Advisory Council on Historic Preservation regulations, “Protection of Historic Properties,” 36 CFR Part 800.
 - (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.
- (h) *Indian Sacred Sites.* The Recipient agrees to, and assures that its Third Party Participants will, facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, “Indian Sacred Sites,” May 24, 1996, 42 U.S.C. § 3161 note (61 Fed. Reg. 26771).
- (i) *Mitigation of Adverse Environmental Effects.*
- (1) The Recipient agrees to comply with all environmental mitigation measures that may be identified as conditions that the Federal Government might impose in its finding of no significant impact or record of decision or commitments in the environmental documents that apply to the Award, such as environmental assessments, environmental impact statements, categorical exclusions, memoranda of agreement, documents required under 49 U.S.C. § 303, and other environmental documents.
 - (2) The Recipient agrees that:
 - (i) Any mitigation measures agreed on will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto;
 - (ii) Any deferred mitigation measures will be incorporated by reference and made part of the Underlying Agreement and any Amendments thereto as soon as agreement with the Federal Government is reached; and
 - (iii) Any mitigation measures agreed on will not be modified or withdrawn without the written approval of the Federal Government.

- (j) *Energy Conservation.* The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321, et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, “Requirements for Energy Assessments,” 49 CFR Part 622, subpart C.

Section 27. State Management and Monitoring Systems.

The Recipient agrees to comply with joint FHWA and FTA regulations, “Management and Monitoring Systems,” 23 CFR Part 500, and FTA regulations, “Transportation Infrastructure Management,” 49 CFR Part 614.

Section 28. Charter Service.

- (a) *Prohibitions.* The Recipient agrees that neither it nor any Third Party Participant involved in the Award will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, “Charter Service,” 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.
- (b) *Exceptions.* Apart from exceptions to the Charter Service restrictions in FTA’s Charter Service regulations, FTA has established the following additional exceptions to those restrictions:
 - (1) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only; and
 - (2) FTA’s Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for FTA program purposes only.
- (c) *Violations.* If it or any Third Party Participant engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA’s Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or the

Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

Section 29. School Bus Operations.

- (a) *Prohibitions.* The Recipient agrees that neither it nor any Third Party Participant that is participating in its Award will engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 CFR Part 605, and any other applicable federal “School Bus Operations” laws, regulations, requirements, or applicable federal guidance.
- (b) *Violations.* If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, or requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Section 30. 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.

Section 31. Federal “\$1 Coin” Requirements.

The Recipient agrees to comply with section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), its equipment and facilities will be fully capable of accepting and dispensing \$1 coins when coins or currency are required to use that equipment or those facilities, and it will display signs and notices of the \$1 coin capability of its equipment and facilities on its premises, including vending machines, where coins or currency are used.

Section 32. Public Transportation Safety.

The Recipient agrees to comply with applicable federal laws, regulations, and requirements and follow applicable guidance that implement the Public Transportation Safety Program provisions of 49 U.S.C. § 5329.

Section 33. Motor Carrier Safety.

- (a) *Financial Responsibility.* The Recipient agrees to comply and assures that its Third Party Participants will comply with the economic and insurance registration requirements of the:
 - (1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, “Minimum Levels of Financial Responsibility for Motor Carriers,” 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and
 - (2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Recipient must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.
- (b) *U.S. FMCSA Requirements.* The Recipient agrees to comply and assures that its Third Party Participants will comply with:
 - (1) The safety requirements of U.S. FMCSA regulations, “Federal Motor Carrier Safety Regulations,” 49 CFR Parts 390 – 397, to the extent applicable; and
 - (2) The driver’s license requirements of U.S. FMCSA regulations, “Commercial Driver’s License Standards, Requirements, and Penalties,” 49 CFR Part 383, and “State Compliance with Commercial Driver’s License,” 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA’s regulations, “Controlled Substances and Alcohol Use and Testing,” 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

Section 34. Safe Operation of Motor Vehicles.

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

- (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.
- (b) *Distracted Driving, Including Text Messaging While Driving.* The Recipient agrees to comply with:
 - (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
 - (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and
 - (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (i) *Safety.* The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
 - (ii) *Recipient Size.* The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - (iii) *Extension of Provision.* The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Section 35. Substance Abuse.

- (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.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

The Recipient agrees to comply with the following requirements for the protection of sensitive security information:

- (a) The Homeland Security Act, as amended, specifically 49 U.S.C. § 40119(b), and U.S. DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15;
- (b) The Aviation and Transportation Security Act, as amended, 49 U.S.C. § 114(r), and U.S. Department of Homeland Security, Transportation Security Administration regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520;
- (c) U.S. DOT Common Rules, which require the Recipient to implement, and to require its Subrecipients, if any, to implement reasonable measures to safeguard protected

personally identifiable information as well as any information that the FTA or pass-through entity designates as sensitive; and

- (d) National Archives and Records Administration regulations, “Controlled Unclassified Information,” 32 CFR Part 2002.

Section 37. Special Notification Requirements for States.

- (a) *Types of Information.* 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, and (6) other publications.

Section 38. Freedom of Information.

- (a) *Applicability.* The Recipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.
- (b) *Records.* The Recipient agrees that all applications and materials it submits to FTA that are related to its Award have or will become federal agency records, and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies.
- (c) *Confidentiality.* President Obama’s “Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act,” dated January 21, 2009, directs federal agencies to adopt a presumption that information should generally be disclosed when requested, and therefore the Recipient agrees that:
 - (1) Unless a federal law or regulation requires that a document or other information be withheld, FTA does not consent to withhold information,

irrespective of its format, merely because it is accompanied by a “routine” confidentiality statement that may appear on:

- (i) Information about the Award, the accompanying Underlying Agreement, and any Amendments thereto;
 - (ii) Information accompanying or supplementing the Award, the accompanying Underlying Agreement, and any Amendments thereto; or
 - (iii) Any other information FTA may obtain.
- (2) As provided in federal laws, regulations, requirements, and guidance, FTA will review the information and documents that are the subject of each FOIA request to determine the extent to which FTA must or should exercise its discretion to withhold that information or those documents.
- (3) Any genuinely confidential, privileged, or sensitive security information will be marked clearly and specifically as confidential or privileged, and justified as confidential or privileged under FOIA standards. The Recipient will mark all sensitive security information (SSI), as defined by 49 C.F.R. § 15.5, as set forth in 49 C.F.R. § 1520.13. The Recipient will not mark non-SSI material as SSI. Also refer to Section 36 of this Agreement, regarding the protection of SSI and other sensitive information.

Section 39. Disputes, Breaches, Defaults, and Litigation.

- (a) *FTA Interest.* FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- (b) *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 subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.
- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal

Government as a party to litigation or a legal disagreement in any forum for any reason.

- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- (3) *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.
- (c) *Federal Interest in Recovery.* The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.
- (d) *Enforcement.* The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

Section 40. Amendments to the Underlying Agreement.

- (a) *When Required.* An Amendment to the Underlying Agreement is required under the following circumstances:
 - (1) A change in the scope of work or an addition of federal assistance to an existing Award (regardless of whether the source of assistance is the same or different);
 - (2) A change to the scope of work that necessitates a change in the distribution of federal assistance across scope codes or activities; or
 - (3) The Award includes multiple sources of financial assistance and the action requires the addition of a new Scope to a Project.
- (b) *Process.* An amendment to the Underlying Agreement must be submitted and approved in TrAMS, and must meet the same application requirements as would apply to a request for a new Award.

Section 41. FTA's Transit Award Management System (TrAMS).

The Recipient agrees to submit its application for an Award, reports, documents, or other information required by federal law, regulations, or requirements, through FTA's Transit Award Management System (TrAMS). To submit its application, reports, documents, or information required to FTA, any signature submitted for use in TrAMS must comply with the requirements of the Electronic Signatures in Global and National Commerce Act (E-Sign Act), 15 U.S.C. §§ 7001, et seq.

Section 42. Information Obtained through Internet Links.

Although this Master Agreement may include electronic links to federal laws, regulations, requirements, and guidance, FTA does not guarantee the accuracy of the information that may be accessed through such links. Accordingly, the Recipient understands and agrees that any information obtained through any electronic link within this Master Agreement does not represent an official version of a federal law, regulation, or requirement, and might be inaccurate. Therefore, any information that is obtained through such links is neither incorporated by reference nor made part of this Master Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 43. Severability.

The Recipient agrees that if any provision of the Underlying Agreement or any Amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

SPECIAL PROVISIONS FOR SPECIFIC PROGRAMS

Section 44. Special Provisions for All Public Transportation Innovation, Technical Assistance or Workforce Development Programs.

- (a) *Applicability.* The Recipient understands and agrees that this section of the Master Agreement applies to the following programs to which FTA provides federal assistance, including the following programs:
- (1) Programs authorized under 49 U.S.C. § 5312, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;
 - (2) Programs authorized under former 49 U.S.C. § 5313, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;
 - (3) Programs authorized under 49 U.S.C. § 5314, irrespective of the fiscal year for which the appropriations that supported the Underlying Agreement were authorized;
 - (4) Programs authorized by the repealed section 3045 of SAFETEA-LU;
 - (5) Programs authorized by the repealed section 3046 of SAFETEA-LU; and
 - (6) Other similar Programs for which FTA awards federal assistance under 49 U.S.C. §§ 5312 or 5314, as amended, or other similar research-type or technical assistance authorizing legislation.
- (b) *Provisions for Underlying Agreements for Public Transportation Innovation or Technical Assistance and Workforce Development Awards.* The Recipient agrees that the following provisions will apply to the Underlying Agreement for a Public Transportation Innovation or Technical Assistance and Workforce Development Project or related activities:
- (1) *Report.* The Recipient agrees that in addition to any other Report FTA may require, the Recipient will prepare and submit to FTA a Report of each Project and related activities that describes the subject (or subjects) investigated, the methods used, the results, and the conclusions reached, is satisfactory, sufficiently organized, well-written, and comprehensive.
 - (2) *Disclaimer.* The Report must contain the following disclaimer: “This document is disseminated under the sponsorship of the United States Department of Transportation, Federal Transit Administration, in the interest

of information exchange. The United States government assumes no liability for the contents or use thereof. The United States government does not endorse products or manufacturers. Trade or manufacturers' names appear herein solely because they are considered essential to the contents of the report."

- (3) *Format.* The Report must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794d, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194, and the specific publication elements and report style guide at http://www.fta.dot.gov/research/program_requirements. The Report must identify clearly and precisely any specific information or data that is confidential, privileged, or proprietary and is contained within any report or document.
- (4) *Publication.* Except for confidential, privileged, or proprietary information in the Report, FTA may publish the Report, and make it available for publication on the Internet or in any other venue.
- (5) *Identification of Federal Assistance.* The Recipient agrees that:
 - (i) It will display information on any product developed with federal assistance for 49 U.S.C. § 5312 for which the U.S. Department of Transportation, Federal Transit Administration provided federal assistance to support the development of the product that is tangible and is produced from, or is a result of, a Project, is a deliverable, and visible to the public, or is or will be made available to other research organizations, or public transportation providers, and consists of equipment, a prototype, hardware, construction, reports, data, software, internet pages, or any similar item.
 - (ii) The information required will be given using an appropriate sign, designation, or notice.
- (c) *Special Disposition Provision.* In addition to other disposition provisions, FTA may vest title in tangible personal property used in the conduct of basic or applied scientific research in a nonprofit institution of higher education or in a nonprofit organization whose primary purpose is conducting scientific research, provided the requirements of 31 U.S.C. § 6306 are met.
- (d) *Protection of Human Subjects.* The Recipient agrees to comply with the protections for human subjects involved in a Project or related activities supported with federal assistance through the Underlying Agreement, as required by the National Research

Act, as amended, 42 U.S.C. § 289, et seq., and U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR Part 11.

- (e) *Protection of Animals.* The Recipient agrees to comply with the protections for animals involved in a Project or related activities, as required by the Animal Welfare Act, as amended, 7 U.S.C. § 2131, et seq., and U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR Parts 1, 2, 3, and 4.
- (f) *Export Control.* The Recipient understands and agrees that before exporting any information that is subject to federal export requirements, it must first obtain the necessary federal license(s), and comply with the federal export control regulations of the U.S. Department of Commerce, Bureau of Industry and Security, “Export Administration Regulations,” specifically, 15 CFR Parts 730, et seq., U.S. Department of State, U.S. Department of the Treasury, and U.S. Department of Defense.

Section 45. Special Provisions for the State Safety Oversight Grant Program.

In administering any State Safety Oversight Grant Program Award under 49 U.S.C. § 5329(e)(6), the Recipient agrees to comply with 49 U.S.C. § 5329(e)(6).

Section 46. Special Provisions for the State Infrastructure Bank (SIB) Program.

- (a) *Federal Laws, Regulations, Requirements, and Guidance.* The State, as the Recipient, agrees to administer its Underlying Agreement to support its SIB consistent with federal laws, regulations, requirements, and guidance, including, but not limited to:
 - (1) Title 23, U.S.C. (Highways), specifically 23 U.S.C. § 610, to the extent required under the FAST Act, and other applicable federal legislation;
 - (2) Federal transit laws, specifically 49 U.S.C. § 5323(o), which requires compliance with 49 U.S.C. §§ 5307, 5309, and 5337 for Underlying Agreements to which MAP-21 and the FAST Act apply;
 - (3) Section 350 of the National Highway System Designation Act of 1995, as amended, (NHS Act), 23 U.S.C. § 101 note, to the extent this section has not been superseded by 23 U.S.C. § 610;
 - (4) Any federal law enacted or federal regulation or requirements promulgated at a later date applicable to the Underlying Agreement;
 - (5) All other applicable federal guidance that may be issued;

- (6) The terms and conditions of any U.S. DOL certification(s) of employee protective arrangements;
 - (7) The SIB Cooperative Agreement establishing the SIB in the state, signed by the Executive Director of the Build America Bureau, the Federal Transit Administrator, authorized state official(s) or their authorized designees, and if applicable, the administrator (or designee) for any other federal modal agency that the State wishes to include in its SIB; and
 - (8) The FTA Grant Agreement providing federal assistance for the Underlying Agreement in support of its SIB, except that any provision of this Master Agreement that would otherwise apply to a SIB Project does not apply to the Underlying Agreement if it conflicts with any other federal law or regulation applicable to a SIB, federal SIB Guidelines, the SIB Cooperative Agreement, or the Underlying Agreement, but the conflicting provision of this Master Agreement will prevail, however, if FTA expressly determines so in writing.
- (b) *Limitations on Accessing Federal Assistance in the Transit Account.* The Recipient understands that the total amount of federal assistance awarded under the Grant Agreement to be supported with SIB deposits may not be available for immediate withdrawal. The State and the Recipient agree to restrict the amount of federal assistance it withdraws from its SIB to an amount not exceeding the limits specified in its Grant Agreement in support of the SIB or the Award Budget for that Grant Agreement.

Section 47. Special Provisions for the TIFIA and RRIF Programs.

- (a) *Federal Laws, Regulations, Requirements, and Guidance.* The Recipient agrees to administer any Underlying Agreement for TIFIA or RRIF credit assistance as required by and in accordance with the terms of the Underlying Agreement.
- (b) *Default.* The Recipient agrees that FTA may declare the Recipient in violation of this Master Agreement if there has been an Event of Default according to an Underlying Agreement for TIFIA or RRIF assistance, and that Event of Default is not cured within 90 days.
- (c) *Order of Precedence.* Any provision of this Master Agreement that is applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance but that conflicts with the laws, regulations, and requirements applicable to the Recipient's Underlying Agreement for TIFIA or RRIF assistance, will not apply to the Recipient's TIFIA or RRIF Loan, Loan Guarantee, Line of Credit, or Master Credit Agreement, unless FTA determines otherwise in writing.

Section 48. Special Provisions for the Joint FTA–FRA Program.

- (a) *General Legal Requirements.* When both FTA and the U.S. Federal Railroad Administration (FRA) make federal assistance available for the same Underlying Agreement, the Recipient understands and agrees to administer the Underlying Agreement to achieve maximum compliance with FTA’s statutory and regulatory requirements, FRA’s statutory and regulatory requirements, and other federal statutory requirements.
- (b) *Disadvantaged Business Enterprises.*
 - (1) The Recipient acknowledges and understands that the statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA, including Section 1101(b) of the FAST Act (23 U.S.C. § 101 note) and U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26, both of which apply to FTA, but not to FRA.
 - (2) FRA is not authorized to use FTA’s DBE regulations, and consequently the Recipient agrees to comply with the statutory and regulatory DBE provisions that apply to federal assistance provided by FTA when using that federal assistance for purchases.
 - (3) The Recipient agrees to use the “contracting with small and minority firms, women's business enterprise” provisions of the applicable U.S. DOT Common Rules.
- (c) *Buy America.* The Recipient agrees that statutory and regulatory Buy America provisions that apply to federal assistance authorized for FTA differ from those that apply to federal assistance authorized for FRA. Therefore, the Recipient agrees that:
 - (1) It must comply with FTA’s statutory and regulatory Buy America provisions to the extent that the purchases are for a Project or related activities that implement the Underlying Agreement;
 - (2) It must comply with FRA’s statutory and regulatory Buy America provisions, section 301(a) of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA), Pub L. 110-432, October 16, 2008, and 49 U.S.C. § 24405(a), to the extent that the purchases are required to comply with FRA Buy America requirements; and

- (3) If it uses federal assistance authorized for FTA and for FRA to finance a purchase, the Recipient agrees to comply with both FTA's and FRA's requirements.
- (d) *Force Account – Procurement.* The Recipient agrees that FTA deems section 16(j) of this Master Agreement to be satisfied for work that is performed by the railroad's force account employees if a Project or related activities are being conducted on the property of a railroad, and under the railroad's collective bargaining agreements with its employees, certain work to be performed for the Recipient must be performed by force account employees.
- (e) *Procurement of Rolling Stock.* The Recipient agrees that if FRA requires the Recipient to acquire any rolling stock for the Underlying Agreement from the Next Generation Corridor Equipment Pool Committee that has been established under section 305 of PRIIA, FTA deems section 15 of this Master Agreement to be satisfied.
- (f) *Use of Real Property, Equipment, and Supplies.* The Recipient agrees that application of section 19 of this Master Agreement is reserved.
- (g) *Davis-Bacon.* The Recipient agrees that, as provided in 49 U.S.C. § 24312, wages paid to railroad employees at rates provided in a collective bargaining agreement negotiated under the Railway Labor Act, 45 U.S.C. § 151, et seq., are deemed to comply with the requirements of the Davis-Bacon Act, 40 U.S.C. § 3141, et seq., and satisfy section 24 of this Master Agreement.
- (h) *Employee Protective Arrangements.* The Recipient agrees to pass down to a railroad employee subject to the Railway Labor Act, 45 U.S.C. § 151, et seq., protective arrangements as provided in a special Attachment to FTA's Grant Agreement or Cooperative Agreement with the Recipient, and not pass down employee protective arrangements as provided in section 24 of this Master Agreement.
- (i) *Motor Carrier Safety.* The Recipient agrees that railroad signal employees and their employers must comply with the hours of service requirements of 49 U.S.C. § 21104, see 49 U.S.C. § 21104(e), and FRA's hours of service regulation, specifically 49 CFR Part 228, and that section 33 of this Master Agreement does not apply to railroad signal employees concerning hours of service.
- (j) *Railroad Safety.* The Recipient agrees that a railroad subject to FRA's safety jurisdiction must comply with the federal railroad safety laws.

SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

- (a) *Compliance with CDC Mask Order.* The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), is within the meaning of “Federal Requirement” as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.
- (b) *Enforcement for non-compliance.* The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:
 - (1) Enforcement actions authorized by 49 U.S.C. § 5329(g);
 - (2) Referring the Recipient to the CDC or other Federal authority for enforcement action;
 - (3) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
 - (4) Any other enforcement action authorized by Federal law or regulation.

APPENDIX A
TRIBAL TRANSIT PROGRAM—APPLICABLE PROVISIONS

FTA recognizes that several provisions of this Master Agreement generally applicable to other programs do not apply to the Tribal Transit Programs or the Indian Tribes that are the Direct Recipients of federal assistance under those Programs. The following sections of this Master Agreement are not applicable to the Tribal Transit Programs:

Section 14(a)(1) and 14(b) – Private Enterprise

Section 22(e) – Relocation and Real Property

Section 27 – State Management and Monitoring Systems

Section 30 – Geographic Information and Related Spatial Data

Section 37 – Special Notification Requirement for States

However, this list is not intended to be comprehensive and FTA may determine that other provisions are not applicable depending upon the Underlying Agreement for the Tribal Transit.

**Contract Appendix L
Certificate of Compliance**

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Laura Hendricks (Name)

720 E. Butterfield Road, Suite 300, Lombard, IL 60148 (Address)

(630) 430-5074 (Telephone Number)

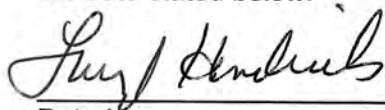
2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.



Dated

Signature of Chief Executive Officer

Laura Hendricks

Name of Chief Executive Officer

Sworn to before me this

8th day of June, 2022


Notary Public

BRANDON GREENE
Notary Public, State of Ohio
My Commission Expires
December 04, 2026
COMMISSION: 2016-RE-621056



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Transdev Services, Inc.

2. Amount requiring NIFA approval: \$174,520,605.00

Amount to be encumbered: \$0.01

Slip Type: New

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/2024 to 12/31/2030

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

| | | | |
|--------------------------------|----|--|---|
| General Fund (GEN) | X | Grant Fund (GRT) | |
| Capital Improvement Fund (CAP) | X | Other | X |
| | | funded w a combo of ST ,Fed ,passenger revenue & Gen | |
| Federal % | 14 | | |
| State % | 66 | | |
| County % | 2 | | |
| Other % | 18 | | |

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

This is new contract with Transdev Services Inc. to operate, and manage the County's Fixed Route Transit and Paratransit system.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

| Contract ID | Posting Date | Amount Added in Prior 12 Months |
|-------------|--------------|---------------------------------|
|-------------|--------------|---------------------------------|

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

CNOLAN

08/25/2023

Authenticated User

Date

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Elaine Phillips
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

FEDERAL TAX ID #: [REDACTED] _____

Instructions: Please check the appropriate box (“☒”) after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☐ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Roseann DALLEVA

Department Head Signature

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☒ NO ☐ If yes, to what campaign committee?

See attached Q1

1 File(s) uploaded: Q1 - Campaign Contribution Detail 11.28.22.pdf

Electronically signed and certified at the date and time indicated by:

Laura Hendricks [LAURA.HENDRICKS@TRANSDEV.COM]

Dated: 05/17/2023 12:01:28 pm

Vendor: Transdev Services, Inc.

Title: President

| Name (payee) | Office | Approximate Date | Amount | Donor |
|------------------------------------|-------------------------|-------------------------|---------------|--------------|
| Friends of Kevan Brahams | County Legislator | 05/25/16 | 500.00 | TSI |
| Laura Curran 2017 | Nassau County Executive | 12/22/16 | 500.00 | TSI |
| Laura Curran 2017 | Nassau County Executive | 04/24/17 | 1,000.00 | TSI |
| Friends of Kevan Abrahams | County Legislator | 05/22/17 | 250.00 | TSI |
| Martins for Nassau | County Executive | 07/26/17 | 1,500.00 | TSI |
| Friends of Kevan Abrahams | County Legislator | 10/10/17 | 250.00 | TSI |
| Nassau County Democratic Committee | N/A | 03/08/18 | 1,500.00 | TSI |
| Latimer for Westchester | County Executive | 05/23/18 | 2,500.00 | TSI |
| Jack Schnirman | County Comptroller | 06/06/19 | 500.00 | TSI |
| Citizens for Day | County Executive | 12/17/19 | 100.00 | TSI |



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Robert McBride; Rebecca Sinclair; Tom Cilmi
MKBS Management Corp. d/b/a McBride Consulting & Business Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747
631-944-3227

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Lobbyist is registered in New York State, New York City, as well as Nassau and Suffolk Counties.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Transdev Services, Inc., 720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148 - 630-571-7070

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

Transdev Services, Inc. - Government relations and advocacy services; Introductions to Elected Officials and Executive Staff - County Executive, Deputy County Executive

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

County Executive Bruce Blakeman and Deputy County Executive Arthur Walsh

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

1 File(s) uploaded: Transdev - McBride Consulting Agreement 2023.pdf

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☒ NO ☐ If yes, to what campaign committee? If none, you must so state:

Blakeman for Nassau
Curran for Nassau
DeSena for North Hempstead
Friends of Don Clavin

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress. threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Laura Hendricks [LAURA.HENDRICKS@TRANSDEV.COM]

Dated: 06/22/2023 12:42:51 pm

Vendor: Transdev Services, Inc.

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



CONTRACT NUMBER: 20-107

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement”) is made this 15th day of December, 2022, by and between TRANSDEV SERVICES, INC., a Maryland corporation (the “Company”), and MKBS MANAGEMENT CORP. (a New York corporation) d/b/a McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP, (the “Consultant”), collectively the (“Parties”).

Explanatory Statement

Consultant is in the business of providing government relations services and the Company is retaining Consultant to provide such services. The Company desires to have the assistance of the Consultant, on a non-exclusive basis, in providing government relations services on its behalf, as more fully set forth in this Agreement, and as may be agreed to by the Parties from time to time. Consultant is willing to provide consulting services to the Company in connection with the Projects identified by the parties pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Explanatory Statement. The Explanatory Statement is incorporated herein to the extent not inconsistent with any other term or provision of this Agreement.
2. Scope of Engagement.

2.1 The Company hereby engages the Consultant to render to the Company, as an independent contractor, the government relations consulting services described and limited in the attached Attachment A and such other services as may be agreed to in writing by the parties from time to time (the “Services”). Consultant hereby accepts the engagement to provide the Services to the Company on the terms and conditions set forth herein. Consultant shall employ its best efforts on behalf of the Company and devote such amount of its time during the term of this Agreement as is necessary to provide competent assistance. Consultant shall be solely responsible for the method, manner and means of performance of the Services, subject to applicable laws and any and all applicable policies, procedures and requirements of the Company with respect to the Services performed.

2.2 The parties are not partners or joint venturers or in any other relationship other than as independent contractors to each other. The Consultant is not an employee of the Company for any purpose. Consultant has no authority to act as the agent of the Company or to bind the Company to any contract or commitment without the express written authorization specific to the task of the Chief Executive Officer of the Company.

2.3 This is a personal services contract. The Consultant shall render the Services only through the person of Robert McBride and such others employed by Consultant as are identified by the parties and approved by the Company in advance in writing. Accordingly, in the event of a breach of this

Section 2.3 by Consultant, this Agreement shall, at the option of the Company, immediately terminate, without requirement of notice to Consultant.

2.4 Any work product created by the Consultant on behalf of the or for the benefit of the Company under the terms of this Agreement, unless otherwise agreed in writing by the Company, shall be the exclusive property of the Company.

3. Exclusivity.

3.1 The Consultant agrees during the term of this Agreement not to directly or indirectly provide to any competitor of the Company services similar to the Services to be provided by Consultant to the Company.

3.2 The Company does not grant exclusivity to the Consultant in respect to the Services and the Company shall be free to use the Services of other consultants without limitation. The foregoing notwithstanding, the use of any other consultant by the Company will not affect the obligation of the Company to pay any compensation earned by the Consultant for the Services the Consultant actually renders under this Agreement.

4. Term. The initial term of this Agreement shall be for Twelve (12) months, commencing on the 1st day of January, 2023 and ending on December 31, 2023. Either party may terminate this Agreement for any reason or no reason at all immediately upon written notice to the other, except that in the event of a material breach by Consultant, then, in addition to any remedies available to the Company at law or in equity, this Agreement may be terminated immediately by the Company without notice to the Consultant.

5. Compensation.

5.1 In consideration for the Services to be performed by Consultant, the Company agrees to pay to the Consultant in the manner and at the rates set forth in Attachment A, as the same may be modified from time to time by written modifications entered into by the Parties and attached hereto. No other compensation of any kind, except for reasonable out of pocket expenses incurred by Consultant as provided in Section 5.3, shall be due or payable to Consultant. Consultant is not an employee of the Company within the meaning of applicable local, state and federal laws relating to unemployment compensation, worker compensation, social security employment, withholding taxes, labor relations and employment practices and any other statutes, regulations or rules of law affecting or controlling employer-employee relations, and none of the foregoing benefits are available to the Consultant. Consultant shall be solely responsible for the payment of any and all taxes and assessments that may be imposed on the earnings of the Consultant, and hereby indemnifies and holds the Company harmless with respect to any claims thereto.

5.2 Consultant shall not be entitled to a success fee of any kind or any other remuneration based upon a contingency or an award of any contract or business or achievement of any results on behalf of the Company.

5.3 The Company shall reimburse Consultant for all out-of-pocket expenses for travel and other direct charges reasonably incurred in Consultant's performance of the Services hereunder, upon presentation by Consultant of such reasonable documentation as may be required by the Company in connection therewith. Political contributions, other expenditures to influence an election and expenditures to benefit a candidate, public official, public employee or other public servant or an immediate family member of the foregoing are not reimbursable expenditures.

5.4 Consultant agrees to make any travel arrangements through the Company's travel desk and all expenses shall be reimbursed in accordance with the Company's travel and expense policies.

6. Consultant's Business Activities; Ethics.

6.1 Consultant shall devote such time and attention to the business of the Company as requested by the Company and in any event no less than the amount necessary to competently perform the Services. With each invoice for payment, Consultant shall include a narrative report to the Company of all activities of the Consultant on behalf of the Company. The submission of said reports of activities shall be a condition precedent for the payment to be made by the Company to Consultant, as described in Attachment A.

6.2 The Consultant acknowledges and agrees that all compensation to be paid to Consultant shall be exclusively and entirely compensation for the Services as set forth in Attachment A. Consultant acknowledges and agrees that in no event is any compensation paid to him/her intended to be used, nor shall it be used, promised or paid to any governmental or quasi-governmental official or employee to influence any act or decision related to the duties of any such official or employee, or to encourage any such official or employee to use his or her influence in such a manner, or for any other purpose. The Consultant agrees to require any person or entity employed by or contracting with the Consultant in respect to the Services to acknowledge and agree to this restriction.

6.3 The Parties shall be independently responsible for all tax reporting, tax payments, withholdings, insurance and other payments, expenses and filing required to be made or paid by it. The Parties shall independently make all necessary or appropriate filings and procure all necessary or appropriate permits, licenses, releases, waivers and other authorizations with reference to its activities hereunder or related to or arising out of this Agreement.

6.4 The Parties acknowledge that they are subject to the Federal Election Campaign Act (FECA) which prohibits any foreign national, including U.S. subsidiaries of foreign companies under certain circumstances, from contributing, donating or spending funds in connection with any federal, state or local election in the United States, either directly or indirectly. It is also unlawful to help foreign nationals violate that ban or to solicit, receive or accept contributions or donations from them. Persons who knowingly and willfully engage in these activities may be subject to fines and/or imprisonment. The Consultant under no circumstances shall undertake any campaign funding or federal, state or local election activity on behalf of the Company without the prior written consent of the Chief Executive Officer of the Company and then only after receipt of an opinion of the Company General Counsel that the funding or other activity is in compliance with all federal, state and local laws.

6.5 The Consultant acknowledges and is familiar with the state lobbying law and hereby agrees to fully comply with that statutory scheme to the extent the Consultant's activities on behalf of the Company implicate such scheme's requirements. Further, when acting on behalf of the Company, the Consultant agrees to fully comply with all rules or other requirements of any other governmental entity relating to interactions with any government official or employee. The Consultant agrees to keep the Company's Legal Department apprised of its status pursuant to any lobbying law and to work with the Company's Legal Department to ensure that the Company meets any lobbying law-related obligations that it may have in relation to Consultant's activities.

6.6 The Consultant acknowledges and is familiar with the restrictions and prohibitions contained in state law on providing gifts or other things of value to or for the benefit of public officials, public

employees or other public servants and hereby agrees that under no circumstance shall the Consultant take any actions while performing the Services which shall violate those restrictions and prohibitions. Further, when acting on behalf of the Company, the Consultant agrees to fully comply with the rules or other requirements of any other governmental entity relating to gifts or other things of value provided to or for the benefit of public officials, public employees or other public servants. To the extent a permissible expenditure is made by or on behalf of the Consultant that implicates any other law or regulation, Consultant agrees to comply with the requirements contained in such other applicable law or regulation.

6.7 The Parties further acknowledge that Consultant is subject to the provisions of the Federal Foreign Corrupt Practices Act (FCPA), and any amendments thereto, and hereby agrees to meet and comply with the standards of conduct required thereby. Consultant specifically understands and agrees that Consultant shall not make any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, to any foreign official, any foreign political party or official thereof or any candidate for political office, or any other person, that is contrary to the prohibitions set forth in the FCPA, including, without limitation, Articles 78dd-1(a) or 78dd-2(a) thereof ("Improper Payments"). Consultant hereby further represents and warrants that: (1) neither Consultant nor any person affiliated with its business is an official of a political party, or a candidate for political office, or a person who will offer all or a portion of the consideration received by it/him/her to any foreign official, foreign political party or official thereof, or to any candidate of political office; and (2) the consideration, or any portion thereof, paid by the Company to Consultant, pursuant to this Agreement or otherwise, constitutes (or will constitute) consideration only for property or services rendered and is not given, directly or indirectly, in order to influence any act or decision of an official in his/her official capacity or to induce such official to use his or her influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality in order to assist in obtaining or retaining business. In the event that Consultant is found to have made any improper payment or otherwise violated the provisions of this Section 6.5, then in addition to other rights and remedies available hereunder and under applicable law, the Company shall have the right to recover from Consultant or withhold from compensation due Consultant under this Agreement or any agreement entered into pursuant hereto: (a) The amount or value of the improper payment; and (b) any fines, expenses or attorneys' fees incurred in connection with the improper payment or violation hereof. Consultant acknowledges and agrees that Consultant has been provided with copies of relevant sections of the Foreign Corrupt Practice Act (FCPA), has been advised by the Company to seek independent legal advice in connection with those provisions and has confirmed to its understanding of the manner in which the FCPA applies to its actions.

6.8 The Consultant further acknowledges and represents that it is aware of and at all times will comply with the provisions of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions of December 17, 1997, which penalizes the bribery of public officials.

6.9 Consultant hereby agrees to indemnify, defend and hold harmless the Company from and against any and all claims, demands, causes of action, judgments, losses, penalties and assessments that may result from any violation of this Provision 6, or any other act or omission on the part of the Consultant under this Agreement, or Consultant's employees and/or agents in the performance of the Services.

7. Confidentiality.

7.1 "Proprietary Information" for purposes of this Agreement is defined as all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its subsidiary or affiliated entities, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to: (1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, inventions, data, know-how, formats, test results, and research projects; (2) information about costs, profits, markets, sales, contracts and lists of customers; (3) business, marketing, and strategic plans; (4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and (5) employee personnel files and compensation information. Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company. The Company agrees to mark any documents that are disclosed to Consultant and that contain Proprietary and/or Confidential Information with language identifying the documents as Proprietary and/or Confidential, and to make reasonable efforts to explain the proprietary and/or confidential nature of any such information disclosed to Consultant pursuant to this Agreement.

7.2 Consultant will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Consultant's assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or for a period of five (5) years after the termination of this Agreement. Consultant acknowledges that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets and agrees to the appropriateness of injunctive relief, in addition to all other remedies at law, in the event of a breach or threatened breach of this covenant. Upon request and upon termination of this Agreement for any reason, Consultant will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

7.3 It is understood that the Consultant cannot undertake to verify all facts supplied to it by the Company or in materials supplied to Consultant by the Company. The Company agrees to indemnify and hold Consultant harmless from any and all third party claims for damages, including reasonable attorneys' fees, arising from any information provided by the Company to Consultant which the Company knows to be false or inaccurate at the time given.

8. Non-Solicitation. Notwithstanding any other provision of this Agreement, for a period of one (1) year after termination of this Agreement for any reason, neither party shall, directly or indirectly, solicit for employment or consultancy, or advise or recommend to any other person that such other person employ or solicit for employment or consultancy, any person employed or under contract (whether as a consultant, employee or otherwise) by or to the other party during the term of this Agreement and involved, directly or indirectly, in providing the Services, unless with the consent of the other party. Nothing herein shall be construed as limiting the right of either party to employ any employee or consultant of the other party who is not solicited, directly or indirectly, by that party and who first responds to any general advertisement or publication of an available position with that party.

9. Representations and Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Company, (ii) that the performance of the Services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

10. Miscellaneous.

10.1 This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and permitted assigns of the parties, as the case may be; provided, however, the obligations hereunder of each party to the other are personal and may not be assigned without the express written consent of such other party.

10.2 This Agreement shall be interpreted according to the laws of the State of Illinois and any dispute between the parties shall be resolved exclusively either by arbitration, if the parties so agree, or before the courts of the State of Illinois.

10.3 Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, or via electronic mail, addressed to the party as follows:

To the Company at:

General Counsel
TRANSDEV SERVICES, INC.
720 E. Butterfield Road
Suite 300
Lombard, Illinois 60148
630-571-7070

To the Consultant at:

Robert McBride
MKBS MANAGEMENT CORP. (a New York corporation)
d/b/a McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP
290 Broad Hollow Road, Suite 130E
Melville, New York 11747
631-944-3227

10.4 This Agreement constitutes the entire agreement between the Company and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Company, or by any written documents unless it is signed by an officer of the Company and by the Consultant.

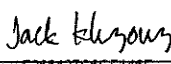
10.5 Neither party shall assign any rights nor delegate any of its duties or obligations under this Agreement without the express written consent of the other party.


10.6 If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, this Agreement (save only this sentence) shall be invalid.

10.7 This contract replaces the contract signed on January 1, 2022.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

TRANSDEV SERVICES, INC.

DocuSigned by:
By: 
F268427C6CF148E...
Jack Khzouz
Vice President Operations

DocuSigned by:
By: 
69B6288C915D4FF...
Julie Chauvin
Regional Controller

MKBS MANAGEMENT CORP.
d/b/a McBRIDE CONSULTING &
BUSINESS DEVELOPMENT GROUP

By: 
Robert McBride
President & CEO

ATTACHMENT A

1. Description of Services Rendered. Consultant shall provide strategic advice and counsel to Company in connection with Company's efforts to identify and develop business opportunities within the State of New York for Company's transportation infrastructure services. In addition, Consultant shall provide government relations and advocacy services to Company in connection with Company's business, including assisting Company in arranging meetings with federal, state and local government representatives and agencies. Consultant shall also assist Company in pursuing procurement opportunities that may arise during the course of this engagement, including assisting Company in positioning itself in front of key public and private sector decision makers. Consultant shall also keep Company advised of policy, legislative, and regulatory developments that may impact Company's business opportunities in the region.
2. Compensation. The Company will pay Consultant for its Services a fixed fee of Fifteen Thousand and No/100 (\$15,000.00) Dollars for consulting services and Ten Thousand and No/100 (\$10,000.00) Dollars for lobbying services for a total of Twenty-five Thousand and No/100 (\$25,000.00) Dollars per month (the "Monthly Fee"). Upon approval by the Company, the Company will reimburse Consultant for all reasonable expenses (i.e. meals, travel, faxes and postage) incurred in providing the Services; travel expenses will be paid in accordance with section 5 of this Agreement. Payment of any installment of the foregoing Fee and expenses shall be made within thirty (30) days of submittal of a written invoice to the Company (such invoice to be submitted no more frequently than monthly) detailing the Services actually rendered and expenses incurred in the performance of the Services; which invoice must be approved by the Company's Legal Department prior to payment.
3. All invoices shall include the following:
 - a. A statement of work ("SOW"). This can be submitted with the information on the invoice itself or can be included as a supporting document. This SOW should include details of the work actually performed on the Company's behalf and the time spent on each task. For example, "Meeting with John Doe to discuss the RTA's role in the State's NEMT procurement and to keep abreast of the current state of their fixed route and paratransit service contracts - .5 hours."
 - b. All invoices shall include Consultant's contract number. The following number has been assigned to your contract and should appear on all invoices effective January 1, 2021: 20-107.
 - c. All invoices shall include Consultant's FEIN on the invoice.
 - d. All payments made to Consultant must be made through Paymode. [To enroll, go to the Paymode website: <http://portal.paymode.com/transdev> or call 877-443-6944. If you have not already done so, please sign up for Paymode classic as soon as possible.]



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Robert McBride; Rebecca Sinclair; Tom Cilmi
MKBS Management Corp. d/b/a McBride Consulting & Business Development Group
290 Broad Hollow Road, Suite 130E
Melville, New York 11747
631-944-3227

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Lobbyist is registered in New York State, New York City, as well as Nassau and Suffolk Counties.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Jack Khzouz
Regional Vice President
Transdev Services, Inc.
700 Commercial Avenue
Garden City, NY 11530
(516) 296-4152

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

Transdev Services, Inc. - Government relations and advocacy services; Introductions to Elected Officials and Executive Staff - County Executive, Deputy County Executive

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

County Executive Bruce Blakeman and Deputy County Executive Arthur Walsh

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the

written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby. separately attach such a written authorization from the client.

1 File(s) uploaded: Transdev MKBS Agreement 2023.pdf

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☒ NO ☐ If yes, to what campaign committee? If none, you must so state:

Blakeman for Nassau
Curran for Nassau
DeSena for North Hempstead
Friends of Don Clavin

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress. threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Tim Hendrickson [T.HENDRICKSON@MCBRIDENY.COM]

| | | | |
|--------|------------------------|---------|---|
| Dated: | 06/22/2023 12:00:31 pm | Vendor: | MKBS Management Corp. d/b/a McBride Consulting & Business Development Group |
| | | Title: | Director of Compliance |

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses. attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.



2023

CONTRACT NUMBER: 20-107

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made this 15th day of December, 2022, by and between TRANSDEV SERVICES, INC., a Maryland corporation (the "Company"), and MKBS MANAGEMENT CORP. (a New York corporation) d/b/a McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP, (the "Consultant"), collectively the ("Parties").

Explanatory Statement

Consultant is in the business of providing government relations services and the Company is retaining Consultant to provide such services. The Company desires to have the assistance of the Consultant, on a non-exclusive basis, in providing government relations services on its behalf, as more fully set forth in this Agreement, and as may be agreed to by the Parties from time to time. Consultant is willing to provide consulting services to the Company in connection with the Projects identified by the parties pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Explanatory Statement. The Explanatory Statement is incorporated herein to the extent not inconsistent with any other term or provision of this Agreement.

2. Scope of Engagement.

2.1 The Company hereby engages the Consultant to render to the Company, as an independent contractor, the government relations consulting services described and limited in the attached Attachment A and such other services as may be agreed to in writing by the parties from time to time (the "Services"). Consultant hereby accepts the engagement to provide the Services to the Company on the terms and conditions set forth herein. Consultant shall employ its best efforts on behalf of the Company and devote such amount of its time during the term of this Agreement as is necessary to provide competent assistance. Consultant shall be solely responsible for the method, manner and means of performance of the Services, subject to applicable laws and any and all applicable policies, procedures and requirements of the Company with respect to the Services performed.

2.2 The parties are not partners or joint venturers or in any other relationship other than as independent contractors to each other. The Consultant is not an employee of the Company for any purpose. Consultant has no authority to act as the agent of the Company or to bind the Company to any contract or commitment without the express written authorization specific to the task of the Chief Executive Officer of the Company.

2.3 This is a personal services contract. The Consultant shall render the Services only through the person of Robert McBride and such others employed by Consultant as are identified by the parties and approved by the Company in advance in writing. Accordingly, in the event of a breach of this

Section 2.3 by Consultant, this Agreement shall, at the option of the Company, immediately terminate, without requirement of notice to Consultant.

2.4 Any work product created by the Consultant on behalf of the or for the benefit of the Company under the terms of this Agreement, unless otherwise agreed in writing by the Company, shall be the exclusive property of the Company.

3. Exclusivity.

3.1 The Consultant agrees during the term of this Agreement not to directly or indirectly provide to any competitor of the Company services similar to the Services to be provided by Consultant to the Company.

3.2 The Company does not grant exclusivity to the Consultant in respect to the Services and the Company shall be free to use the Services of other consultants without limitation. The foregoing notwithstanding, the use of any other consultant by the Company will not affect the obligation of the Company to pay any compensation earned by the Consultant for the Services the Consultant actually renders under this Agreement.

4. Term. The initial term of this Agreement shall be for Twelve (12) months, commencing on the 1st day of January, 2023 and ending on December 31, 2023. Either party may terminate this Agreement for any reason or no reason at all immediately upon written notice to the other, except that in the event of a material breach by Consultant, then, in addition to any remedies available to the Company at law or in equity, this Agreement may be terminated immediately by the Company without notice to the Consultant.

5. Compensation.

5.1 In consideration for the Services to be performed by Consultant, the Company agrees to pay to the Consultant in the manner and at the rates set forth in Attachment A, as the same may be modified from time to time by written modifications entered into by the Parties and attached hereto. No other compensation of any kind, except for reasonable out of pocket expenses incurred by Consultant as provided in Section 5.3, shall be due or payable to Consultant. Consultant is not an employee of the Company within the meaning of applicable local, state and federal laws relating to unemployment compensation, worker compensation, social security employment, withholding taxes, labor relations and employment practices and any other statutes, regulations or rules of law affecting or controlling employer-employee relations, and none of the foregoing benefits are available to the Consultant. Consultant shall be solely responsible for the payment of any and all taxes and assessments that may be imposed on the earnings of the Consultant, and hereby indemnifies and holds the Company harmless with respect to any claims thereto.

5.2 Consultant shall not be entitled to a success fee of any kind or any other remuneration based upon a contingency or an award of any contract or business or achievement of any results on behalf of the Company.

5.3 The Company shall reimburse Consultant for all out-of-pocket expenses for travel and other direct charges reasonably incurred in Consultant's performance of the Services hereunder, upon presentation by Consultant of such reasonable documentation as may be required by the Company in connection therewith. Political contributions, other expenditures to influence an election and expenditures to benefit a candidate, public official, public employee or other public servant or an immediate family member of the foregoing are not reimbursable expenditures.

5.4 Consultant agrees to make any travel arrangements through the Company's travel desk and all expenses shall be reimbursed in accordance with the Company's travel and expense policies.

6. Consultant's Business Activities; Ethics.

6.1 Consultant shall devote such time and attention to the business of the Company as requested by the Company and in any event no less than the amount necessary to competently perform the Services. With each invoice for payment, Consultant shall include a narrative report to the Company of all activities of the Consultant on behalf of the Company. The submission of said reports of activities shall be a condition precedent for the payment to be made by the Company to Consultant, as described in Attachment A.

6.2 The Consultant acknowledges and agrees that all compensation to be paid to Consultant shall be exclusively and entirely compensation for the Services as set forth in Attachment A. Consultant acknowledges and agrees that in no event is any compensation paid to him/her intended to be used, nor shall it be used, promised or paid to any governmental or quasi-governmental official or employee to influence any act or decision related to the duties of any such official or employee, or to encourage any such official or employee to use his or her influence in such a manner, or for any other purpose. The Consultant agrees to require any person or entity employed by or contracting with the Consultant in respect to the Services to acknowledge and agree to this restriction.

6.3 The Parties shall be independently responsible for all tax reporting, tax payments, withholdings, insurance and other payments, expenses and filing required to be made or paid by it. The Parties shall independently make all necessary or appropriate filings and procure all necessary or appropriate permits, licenses, releases, waivers and other authorizations with reference to its activities hereunder or related to or arising out of this Agreement.

6.4 The Parties acknowledge that they are subject to the Federal Election Campaign Act (FECA) which prohibits any foreign national, including U.S. subsidiaries of foreign companies under certain circumstances, from contributing, donating or spending funds in connection with any federal, state or local election in the United States, either directly or indirectly. It is also unlawful to help foreign nationals violate that ban or to solicit, receive or accept contributions or donations from them. Persons who knowingly and willfully engage in these activities may be subject to fines and/or imprisonment. The Consultant under no circumstances shall undertake any campaign funding or federal, state or local election activity on behalf of the Company without the prior written consent of the Chief Executive Officer of the Company and then only after receipt of an opinion of the Company General Counsel that the funding or other activity is in compliance with all federal, state and local laws.

6.5 The Consultant acknowledges and is familiar with the state lobbying law and hereby agrees to fully comply with that statutory scheme to the extent the Consultant's activities on behalf of the Company implicate such scheme's requirements. Further, when acting on behalf of the Company, the Consultant agrees to fully comply with all rules or other requirements of any other governmental entity relating to interactions with any government official or employee. The Consultant agrees to keep the Company's Legal Department apprised of its status pursuant to any lobbying law and to work with the Company's Legal Department to ensure that the Company meets any lobbying law-related obligations that it may have in relation to Consultant's activities.

6.6 The Consultant acknowledges and is familiar with the restrictions and prohibitions contained in state law on providing gifts or other things of value to or for the benefit of public officials, public

employees or other public servants and hereby agrees that under no circumstance shall the Consultant take any actions while performing the Services which shall violate those restrictions and prohibitions. Further, when acting on behalf of the Company, the Consultant agrees to fully comply with the rules or other requirements of any other governmental entity relating to gifts or other things of value provided to or for the benefit of public officials, public employees or other public servants. To the extent a permissible expenditure is made by or on behalf of the Consultant that implicates any other law or regulation, Consultant agrees to comply with the requirements contained in such other applicable law or regulation.

6.7 The Parties further acknowledge that Consultant is subject to the provisions of the Federal Foreign Corrupt Practices Act (FCPA), and any amendments thereto, and hereby agrees to meet and comply with the standards of conduct required thereby. Consultant specifically understands and agrees that Consultant shall not make any offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value, to any foreign official, any foreign political party or official thereof or any candidate for political office, or any other person, that is contrary to the prohibitions set forth in the FCPA, including, without limitation, Articles 78dd-1(a) or 78dd-2(a) thereof ("Improper Payments"). Consultant hereby further represents and warrants that: (1) neither Consultant nor any person affiliated with its business is an official of a political party, or a candidate for political office, or a person who will offer all or a portion of the consideration received by it/him/her to any foreign official, foreign political party or official thereof, or to any candidate of political office; and (2) the consideration, or any portion thereof, paid by the Company to Consultant, pursuant to this Agreement or otherwise, constitutes (or will constitute) consideration only for property or services rendered and is not given, directly or indirectly, in order to influence any act or decision of an official in his/her official capacity or to induce such official to use his or her influence with a foreign government or instrumentality to affect or influence any act or decision of such government or instrumentality in order to assist in obtaining or retaining business. In the event that Consultant is found to have made any improper payment or otherwise violated the provisions of this Section 6.5, then in addition to other rights and remedies available hereunder and under applicable law, the Company shall have the right to recover from Consultant or withhold from compensation due Consultant under this Agreement or any agreement entered into pursuant hereto: (a) The amount or value of the improper payment; and (b) any fines, expenses or attorneys' fees incurred in connection with the improper payment or violation hereof. Consultant acknowledges and agrees that Consultant has been provided with copies of relevant sections of the Foreign Corrupt Practice Act (FCPA), has been advised by the Company to seek independent legal advice in connection with those provisions and has confirmed to its understanding of the manner in which the FCPA applies to its actions.

6.8 The Consultant further acknowledges and represents that it is aware of and at all times will comply with the provisions of the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions of December 17, 1997, which penalizes the bribery of public officials.

6.9 Consultant hereby agrees to indemnify, defend and hold harmless the Company from and against any and all claims, demands, causes of action, judgments, losses, penalties and assessments that may result from any violation of this Provision 6, or any other act or omission on the part of the Consultant under this Agreement, or Consultant's employees and/or agents in the performance of the Services.

7. Confidentiality.

7.1 "Proprietary Information" for purposes of this Agreement is defined as all information and any idea whatever form, tangible or intangible, pertaining in any manner to the business of the Company, or any of its subsidiary or affiliated entities, or its employees, clients, consultants, or business associates, which was produced by any employee or consultant of the Company in the course of his or her employment or consulting relationship or otherwise produced or acquired by or on behalf of the Company. By example and without limiting the foregoing definition, Proprietary and Confidential Information shall include, but not be limited to: (1) formulas, research and development techniques, processes, trade secrets, computer programs, software, electronic codes, inventions, data, know-how, formats, test results, and research projects; (2) information about costs, profits, markets, sales, contracts and lists of customers; (3) business, marketing, and strategic plans; (4) forecasts, unpublished financial information, budgets, projections, and customer identities, characteristics and agreements; and (5) employee personnel files and compensation information. Confidential Information is to be broadly defined, and includes all information that has or could have commercial value or other utility in the business in which the Company is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of the Company. The Company agrees to mark any documents that are disclosed to Consultant and that contain Proprietary and/or Confidential Information with language identifying the documents as Proprietary and/or Confidential, and to make reasonable efforts to explain the proprietary and/or confidential nature of any such information disclosed to Consultant pursuant to this Agreement.

7.2 Consultant will not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Consultant's assigned duties and for the benefit of the Company, any of the Company's Confidential Information, either during or for a period of five (5) years after the termination of this Agreement. Consultant acknowledges that the unauthorized disclosure of Confidential Information of the Company may be highly prejudicial to its interests, an invasion of privacy, and an improper disclosure of trade secrets and agrees to the appropriateness of injunctive relief, in addition to all other remedies at law, in the event of a breach or threatened breach of this covenant. Upon request and upon termination of this Agreement for any reason, Consultant will immediately deliver to the Company all copies of any and all materials and writings received from, created for, or belonging to the Company including, but not limited to, those which relate to or contain Confidential Information.

7.3 It is understood that the Consultant cannot undertake to verify all facts supplied to it by the Company or in materials supplied to Consultant by the Company. The Company agrees to indemnify and hold Consultant harmless from any and all third party claims for damages, including reasonable attorneys' fees, arising from any information provided by the Company to Consultant which the Company knows to be false or inaccurate at the time given.

8. Non-Solicitation. Notwithstanding any other provision of this Agreement, for a period of one (1) year after termination of this Agreement for any reason, neither party shall, directly or indirectly, solicit for employment or consultancy, or advise or recommend to any other person that such other person employ or solicit for employment or consultancy, any person employed or under contract (whether as a consultant, employee or otherwise) by or to the other party during the term of this Agreement and involved, directly or indirectly, in providing the Services, unless with the consent of the other party. Nothing herein shall be construed as limiting the right of either party to employ any employee or consultant of the other party who is not solicited, directly or indirectly, by that party and who first responds to any general advertisement or publication of an available position with that party.

9. Representations and Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Company, (ii) that the performance of the Services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

10. Miscellaneous.

10.1 This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and permitted assigns of the parties, as the case may be; provided, however, the obligations hereunder of each party to the other are personal and may not be assigned without the express written consent of such other party.

10.2 This Agreement shall be interpreted according to the laws of the State of Illinois and any dispute between the parties shall be resolved exclusively either by arbitration, if the parties so agree, or before the courts of the State of Illinois.

10.3 Notice given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, or via electronic mail, addressed to the party as follows:

To the Company at:

General Counsel
TRANSDEV SERVICES, INC.
720 E. Butterfield Road
Suite 300
Lombard, Illinois 60148
630-571-7070

To the Consultant at:

Robert McBride
MKBS MANAGEMENT CORP. (a New York corporation)
d/b/a McBRIDE CONSULTING & BUSINESS DEVELOPMENT GROUP
290 Broad Hollow Road, Suite 130E
Melville, New York 11747
631-944-3227

10.4 This Agreement constitutes the entire agreement between the Company and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Company, or by any written documents unless it is signed by an officer of the Company and by the Consultant.

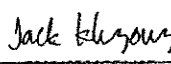
10.5 Neither party shall assign any rights nor delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

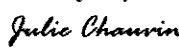
10.6 If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulations of any jurisdiction, this Agreement (save only this sentence) shall be invalid.

10.7 This contract replaces the contract signed on January 1, 2022.


IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

TRANSDEV SERVICES, INC.

DocuSigned by:
By: 
F265427C6CF146E...
Jack Khzouz
Vice President Operations

DocuSigned by:
By: 
89B6288C915D4FF...
Julie Chauvin
Regional Controller

MKBS MANAGEMENT CORP.
d/b/a McBRIDE CONSULTING &
BUSINESS DEVELOPMENT GROUP

By: 
Robert McBride
President & CEO

ATTACHMENT A

1. Description of Services Rendered. Consultant shall provide strategic advice and counsel to Company in connection with Company's efforts to identify and develop business opportunities within the State of New York for Company's transportation infrastructure services. In addition, Consultant shall provide government relations and advocacy services to Company in connection with Company's business, including assisting Company in arranging meetings with federal, state and local government representatives and agencies. Consultant shall also assist Company in pursuing procurement opportunities that may arise during the course of this engagement, including assisting Company in positioning itself in front of key public and private sector decision makers. Consultant shall also keep Company advised of policy, legislative, and regulatory developments that may impact Company's business opportunities in the region.
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3. All invoices shall include the following:
 - a. A statement of work ("SOW"). This can be submitted with the information on the invoice itself or can be included as a supporting document. This SOW should include details of the work actually performed on the Company's behalf and the time spent on each task. For example, "Meeting with John Doe to discuss the RTA's role in the State's NEMT procurement and to keep abreast of the current state of their fixed route and paratransit service contracts - .5 hours."
 - b. All invoices shall include Consultant's contract number. The following number has been assigned to your contract and should appear on all invoices effective January 1, 2021: 20-107.
 - c. All invoices shall include Consultant's FEIN on the invoice.
 - d. All payments made to Consultant must be made through Paymode. [To enroll, go to the Paymode website: <http://portal.paymode.com/transdev> or call 877-443-6944. If you have not already done so, please sign up for Paymode classic as soon as possible.]

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Laura Hendricks
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 720 E. Butterfield Road, Suite 300
City: Lombard State/Province/Territory: IL Zip/Postal Code: 60148
Country: US
Telephone: (630) 230-2984
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|-------------------------|-------------------|-------------|-------|
| President | <u>01/07/2020</u> | Treasurer | _____ |
| Chairman of Board | _____ | Shareholder | _____ |
| Chief Exec. Officer | _____ | Secretary | _____ |
| Chief Financial Officer | _____ | Partner | _____ |
| Vice President | _____ | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?

YES [] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

See attached Q5_Hendricks

1 File(s) uploaded: Q5_Hendricks.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Numerous government agencies across the United States have entered into contract in the past three years with several of the entities listed in response to Question 5.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Laura Hendricks , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Laura Hendricks , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Transdev Services, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Laura Hendricks LAURA.HENDRICKS@TRANSDEV.COM

President

Title

05/17/2023 11:59:18 am

Date

Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire?

Entity Submitting Questionnaire: Transdev Services, Inc.

| Laura Hendricks | |
|---------------------------|--|
| President | ATC Partners, LLC |
| President | Cape Fear Transit Management, Inc. |
| President | Citiway USA, Inc. |
| President | Connex Railroad, LLC |
| President | Huntleigh Transportation Services, LLC |
| President | IntelliRide, LLC |
| President | McLean Consulting Services, Inc. |
| President | Pittsburgh Transportation Group Charter Services, Inc. |
| President | Professional Transit Management of Attleboro, Inc. |
| President | Professional Transit Management of Racine, Inc. |
| President | Professional Transit Management of Tucson, Inc. |
| President | Professional Transit Management of Waukesha, Inc. |
| President | Professional Transit Management, Ltd |
| President | Professional Transit Solutions, LLC |
| President | PTM Paratransit of Tucson, Inc. |
| President | SFO Airporter, Inc. |
| Chairman, CEO & President | Transdev North America, Inc. |
| President | Transdev Rail, Inc. |
| President | YC Holdings, Inc. |
| CEO & President | First Transit Topco, Inc. |
| CEO & President | First Transit Intermediate Holding, LLC |
| CEO & President | First Transit Intermediate GP, LLC |
| CEO & President | First Transit Intermediate LP |
| CEO & President | First Transit Parent, Inc. |
| President | First Transit, Inc. |
| President | First Vehicle Services, Inc. |
| President | First Transit ReceiveCo, LLC |
| President | SuTran, Inc. |
| President | Safe Ride Services, Inc. |
| President | First Transit of Puerto Rico, Inc. |
| President | Primaisla, Inc. |
| President | Berkshire Transit Management, Inc. |
| President | Cape Ann Transit Management, Inc. |
| President | Central Mass Transit Management, Inc. |
| President | Central Virginia Management, Inc. |
| President | Champion City Transit Management, Inc. |
| President | First Transit Management of Lowell, Inc. |
| President | Franklin Transit Management, Inc. |
| President | Paratransit Brokerage Services TM, Inc. |
| President | Paratransit Management of Brockton, Inc. |
| President | South Coast Transit Management, Inc. |
| President | Southwestern Virginia Transit Management, Inc. |
| President | Transit Management of Abilene, Inc. |
| President | Transit Management of Ada County, Inc. |
| President | Transit Management Of Alexandria, Inc. |
| President | Transit Management of Beaumont, Inc. |
| President | Transit Management of Canyon County, Inc. |
| President | Transit Management of Central Maryland, Inc. |
| President | Transit Management of Clinton County, Inc. |
| President | Transit Management of Mobile, Inc. |
| President | Transit Management of Montgomery, Inc. |
| President | Transit Management of Richland, Inc. |
| President | Transit Management of Rocky Mount, Inc. |
| President | Transit Management of Sherman, Inc. |
| President | Transit Management of Spartanburg, Inc. |
| President | Transit Management of Volusia County, Inc. |
| President | Transit Management of Wilmington, Inc. |

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Mathieu Le Bourhis

Date of birth: [REDACTED]

Home address: [REDACTED]

City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]

Country: US

Business Address: 720 E. Butterfield Rd., Suite 300

City: Lombard State/Province/Territory: IL Zip/Postal Code: 60148

Country: US

Telephone: 2014217388

Other present address(es):

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|-------------------------|------------|-------------|--|
| President | | Treasurer | |
| Chairman of Board | | Shareholder | |
| Chief Exec. Officer | | Secretary | |
| Chief Financial Officer | 09/08/2020 | Partner | |
| Vice President | | | |
| (Other) | | | |

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

See attached Le Bourhis Q5

1 File(s) uploaded: Q5_Le Bourhis.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☒ NO ☐ If Yes, provide details.

Numerous government agencies across the United States have entered into contract in the past 3 years with several of the entities listed in response to Question 5.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) uploaded: LeBourhis Q11 and Q12.pdf

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☒ NO ☐ If yes, provide an explanation of the circumstances and corrective action taken.

1 File(s) uploaded: LeBourhis Q11 and Q12.pdf

- 13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

| |
|--|
| |
|--|

I, Mathieu Le Bourhis , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Mathieu Le Bourhis , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Transdev Services, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Mathieu Le Bourhis MATHIEU.LEBOURHIS@TRANSDEV.COM

CFO

Title

05/16/2023 01:09:57 pm

Date

In June 2019, Transdev Services Inc. received a grand jury subpoena duces tecum to provide the Maryland Attorney General Medicaid Fraud Unit certain documents related to the Maryland Medicaid funded Non-Emergency Medical Transportation grant funds. The Company received a second subpoena for certain personnel records in November 2019. The Company completed its production of responsive documents to these subpoenas in December 2019 without further inquiry from the Maryland Attorney General's Office and considers the matter closed. Neither Transdev Services, Inc., nor any of its six subsidiaries/partnerships, has been the subject of any additional criminal investigation and/or a civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

In October 2019, Golden Touch Transportation of NY, Inc. ("GTT"), a wholly owned subsidiary of Transdev Business Solutions (a wholly owned subsidiary of Transdev North America Inc.), settled a criminal and civil investigation by the Office of the Attorney General for the State of New York ("NYAG") and the Port Authority of New York & New Jersey regarding improper payments to secure work at New York area airports with a non-antitrust related, civil Assurance of Discontinuance and Contractor Certification. In connection with its investigation of GTT, the NYAG also conducted a civil and criminal investigation of the former President of GTT and his wife, also an executive of GTT. The former President and his wife resigned from GTT in February 2019. Although the results of those investigations have not been made public to our knowledge, we understand that the former President of GTT entered into a civil Assurance of Discontinuance with the NYAG in 2020, and pleaded guilty to certain criminal charges in August 2021, thus resolving the NYAG's investigations against him. We understand that the NYAG declined to proceed with any civil or criminal charges against the former President's wife. GTT no longer has any employees, assets, or business, and will not be performing any services for this contract.

Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire?

Entity Submitting Questionnaire: Transdev Services, Inc.

| Mathieu Le Bourhis | |
|--------------------|--|
| President | 10-10 Taxi AR, LLC |
| President | 10-10 Taxi FL1, LLC |
| President | 10-10 Taxi MN, LLC |
| President | 10-10 Taxi NY, LLC |
| President | 10-10 Taxi TX1, LLC |
| President | 10-10 Transportation, LLC |
| President | Airlines Acquisition Company, Inc. |
| President | Airport Limousine Service, Inc. |
| President | Associated Cab Company, Inc. |
| President | Belle Isle Cab Company, Inc. |
| President | Central Cab Company, Inc. |
| President | Century Cab Company, Inc. |
| President | Champion Cab Company, Inc. |
| President | Checker Airport Taxi, Inc. |
| President | Checker Cab Association, Inc. |
| President | Checker Yellow Cab of Jacksonville, LLC |
| President | Choice Cab Company, Inc. |
| President | Circle Cab Company, Inc. |
| President | Classic Cab Company, Inc. |
| President | Clearwater Transportation Company, LLC |
| President | Coast Cab Company, Inc. |
| President | Colonial Cab Company, Inc. |
| President | Colorado Cab Company, LLC |
| President | Colorado Springs Transportation, LLC |
| President | Colorado Trans Management, LLC |
| President | Computer Cab Company, Inc. |
| President | Cordial Cab Company, Inc. |
| President | Envirocab, LLC |
| President | Golden Touch Transportation of NY, Inc. |
| President | Golden Touch Transportation of the District of Columbia, LLC |
| President | Green Tomato Cars DC, LLC |
| President | Green Tomato Cars VA, LLC |
| President | Kansas City Limousine, LLC |
| President | Kansas City Shuttle, LLC |
| President | Kansas City Taxi, LLC |
| President | McLean Consulting Services, Inc. |
| President | Pittsburgh Cab Company, Inc. |
| President | Pittsburgh Transportation Company |
| President | Ray Ray Cab Company, LLC |
| President | Safety Cab Company, Inc. |
| President | Scout Cab Company, Inc. |
| President | SE Florida Transportation, LLC |
| President | Secure Cab Company, Inc. |
| President | Select Cab Company, Inc. |
| President | Sentinel Cab Company, Inc. |
| President | Serene Cab Company, Inc. |
| President | Shamrock Charters, Inc. |
| President | Shamrock Leasing, LLC |
| President | Shamrock Luxury Limousine, LLC |
| President | Shamrock Taxi of Ft. Collins, Inc. |
| President | Skyline Cab Company, Inc. |
| President | Spencer Leasing, LLC |
| President | Sunrise Cab Company, Inc. |
| President | Super Transportation of Florida, LLC |
| President | SuperTaxi, Inc. |
| President | Supreme Cab Company, Inc. |
| President | The Yellow Cab Company |
| President | The Yellow Cab Company of Pittsburgh |
| CEO & President | Transdev Bus On Demand, LLC |
| President | Transdev Business Solutions Leasing, LLC |
| President | Transdev Business Solutions, Inc. |
| CFO & Treasurer | Transdev North America, Inc. |
| CEO & President | Transdev on Demand, Inc. |
| President | YC Holdings, Inc. |
| President | Yellow Cab Association, Inc. |
| President | Yellow Taxi Association, Inc. |
| President | zTrip, Inc. |
| CFO & Treasurer | First Transit Topco, Inc. |
| CFO & Treasurer | First Transit Intermediate Holding, LLC |
| CFO & Treasurer | First Transit Intermediate GP, LLC |
| CFO & Treasurer | First Transit Intermediate LP |
| CFO & Treasurer | First Transit Parent, Inc. |
| CFO & Treasurer | First Transit, Inc. |

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Randall Lewis
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 720 E. Butterfield Rd., Suite 300
City: Lombard State/Province/Territory: IL Zip/Postal Code: 60148
Country: US
Telephone: 6308779047
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|-------------------------|-------|-------------|-------------------|
| President | _____ | Treasurer | _____ |
| Chairman of Board | _____ | Shareholder | _____ |
| Chief Exec. Officer | _____ | Secretary | <u>02/14/2022</u> |
| Chief Financial Officer | _____ | Partner | _____ |
| Vice President | _____ | | |
| (Other) | _____ | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES [] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

President of Relentless Endeavors II Corp. See attached Q5_Lewis for Transdev Services, Inc. affiliated.

1 File(s) uploaded: Q5_Lewis.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☒ NO ☐ If Yes, provide details.

Numerous government agencies across the United States have entered into contract in the past 3 years with several of the entities listed in response to Question 5.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Randall Lewis , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Randall Lewis , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Transdev Services, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Randall Lewis RANDALL.LEWIS@TRANSDEV.COM

Secretary

Title

05/16/2023 01:20:27 pm

Date

Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

Entity Submitting Questionnaire: Transdev Services, Inc.

| Randall Lewis | |
|-----------------------------|--|
| Secretary | Airlines Acquisition Company, Inc. |
| Secretary | ATC Partners, LLC |
| Secretary | Cape Fear Transit Management, Inc. |
| Secretary | Citiway USA, Inc. |
| Secretary | Connex Railroad, LLC |
| Secretary | Golden Touch Transportation of NY, Inc. |
| Secretary | Huntleigh Transportation Services, LLC |
| Secretary | IntelliRide, LLC |
| Secretary | Pittsburgh Transportation Group Charter Services, Inc. |
| Secretary | Professional Transit Management of Attleboro, Inc. |
| Secretary | Professional Transit Management of Racine, Inc. |
| Secretary | Professional Transit Management of Tucson, Inc. |
| Secretary | Professional Transit Management of Waukesha, Inc. |
| Secretary | Professional Transit Management, Ltd |
| Secretary | Professional Transit Solutions, LLC |
| Secretary | PTM Paratransit of Tucson, Inc. |
| Secretary | SFO Airporter, Inc. |
| Secretary | SuperTaxi, Inc. |
| Secretary | Transdev Alternative Services, Inc. |
| Secretary | Transdev Business Solutions Leasing, LLC |
| Secretary | Transdev Business Solutions, Inc. |
| General Counsel & Secretary | Transdev North America, Inc. |
| Secretary | Transdev On Demand, Inc. |
| Secretary | Transdev Rail, Inc. |
| Secretary | YC Holdings, Inc. |
| General Counsel & Secretary | First Transit Topco, Inc. |
| General Counsel & Secretary | First Transit Intermediate Holding, LLC |
| General Counsel & Secretary | First Transit Intermediate GP, LLC |
| General Counsel & Secretary | First Transit Intermediate LP |
| General Counsel & Secretary | First Transit Parent, Inc. |
| General Counsel & Secretary | First Transit, Inc. |
| Secretary | First Vehicle Services, Inc. |
| Secretary | First Transit ReceiveCo, LLC |
| Secretary | SuTran, Inc. |
| Secretary | Safe Ride Services, Inc. |
| Secretary | First Transit of Puerto Rico, Inc. |
| Secretary | Primaisla, Inc. |
| Secretary | Berkshire Transit Management, Inc. |
| Secretary | Cape Ann Transit Management, Inc. |
| Secretary | Central Mass Transit Management, Inc. |
| Secretary | Central Virginia Management, Inc. |
| Secretary | Champion City Transit Management, Inc. |
| Secretary | First Transit Management of Lowell, Inc. |
| Secretary | Franklin Transit Management, Inc. |
| Secretary | Paratransit Brokerage Services TM, Inc. |
| Secretary | Paratransit Management of Brockton, Inc. |
| Secretary | South Coast Transit Management, Inc. |
| Secretary | Southwestern Virginia Transit Management, Inc. |
| Secretary | Transit Management of Abilene, Inc. |
| Secretary | Transit Management of Ada County, Inc. |
| Secretary | Transit Management Of Alexandria, Inc. |
| Secretary | Transit Management of Beaumont, Inc. |
| Secretary | Transit Management of Canyon County, Inc. |
| Secretary | Transit Management of Central Maryland, Inc. |
| Secretary | Transit Management of Clinton County, Inc. |
| Secretary | Transit Management of Mobile, Inc. |
| Secretary | Transit Management of Montgomery, Inc. |
| Secretary | Transit Management of Richland, Inc. |
| Secretary | Transit Management of Rocky Mount, Inc. |
| Secretary | Transit Management of Sherman, Inc. |
| Secretary | Transit Management of Spartanburg, Inc. |
| Secretary | Transit Management of Volusia County, Inc. |
| Secretary | Transit Management of Wilmington, Inc. |

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Susan Sweat
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]
Country: US
Business Address: 720 E. Butterfield Road, Suite 300
City: Lombard State/Province/Territory: IL Zip/Postal Code: 60148
Country: US
Telephone: 630-382-1106
Other present address(es):
City: Lombard State/Province/Territory: Zip/Postal Code: 60148
Country: US
Telephone: 6307038988

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|-------------------------|-------------------|-------------|---------|
| President | <u></u> | Treasurer | <u></u> |
| Chairman of Board | <u></u> | Shareholder | <u></u> |
| Chief Exec. Officer | <u></u> | Secretary | <u></u> |
| Chief Financial Officer | <u></u> | Partner | <u></u> |
| Vice President | <u>09/18/2021</u> | | |
| (Other) | <u></u> | | |

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.

See attached Q5_Sweat

1 File(s) uploaded: Q5_Sweat.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Susan Sweat , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Susan Sweat , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Transdev Services, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Susan Sweat SUSAN.SWEAT@TRANSDEV.COM

Vice President

Title

05/16/2023 01:22:15 pm

Date

Within the past 3 years, have you been a principal owner or officer of any business or not for-profit organization other than the one submitting the questionnaire?

Entity Submitting Questionnaire: Transdev Services, Inc.

| Susan Sweat | |
|--------------------------|--|
| Vice President | IntelliRide, LLC |
| Vice President & COO | First Transit, Inc. |
| Executive Vice President | First Vehicle Services, Inc. |
| Executive Vice President | First Transit ReceiveCo, LLC |
| Executive Vice President | SuTran, Inc. |
| Executive Vice President | Safe Ride Services, Inc. |
| Executive Vice President | First Transit of Puerto Rico, Inc. |
| Executive Vice President | Primaisla, Inc. |
| Executive Vice President | Berkshire Transit Management, Inc. |
| Executive Vice President | Cape Ann Transit Management, Inc. |
| Executive Vice President | Central Mass Transit Management, Inc. |
| Executive Vice President | Central Virginia Management, Inc. |
| Executive Vice President | Champion City Transit Management, Inc. |
| Executive Vice President | First Transit Management of Lowell, Inc. |
| Executive Vice President | Franklin Transit Management, Inc. |
| Executive Vice President | Paratransit Brokerage Services TM, Inc. |
| Executive Vice President | Paratransit Management of Brockton, Inc. |
| Executive Vice President | South Coast Transit Management, Inc. |
| Executive Vice President | Southwestern Virginia Transit Management, Inc. |
| Executive Vice President | Transit Management of Abilene, Inc. |
| Executive Vice President | Transit Management of Ada County, Inc. |
| Executive Vice President | Transit Management Of Alexandria, Inc. |
| Executive Vice President | Transit Management of Beaumont, Inc. |
| Executive Vice President | Transit Management of Canyon County, Inc. |
| Executive Vice President | Transit Management of Central Maryland, Inc. |
| Executive Vice President | Transit Management of Clinton County, Inc. |
| Executive Vice President | Transit Management of Mobile, Inc. |
| Executive Vice President | Transit Management of Montgomery, Inc. |
| Executive Vice President | Transit Management of Richland, Inc. |
| Executive Vice President | Transit Management of Rocky Mount, Inc. |
| Executive Vice President | Transit Management of Sherman, Inc. |
| Executive Vice President | Transit Management of Spartanburg, Inc. |
| Executive Vice President | Transit Management of Volusia County, Inc. |
| Executive Vice President | Transit Management of Wilmington, Inc. |

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/20/2022

1) Proposer's Legal Name: Transdev Services, Inc.

2) Address of Place of Business: 720 E. Butterfield Rd., Suite 300

City: Lombard State/Province/
Territory: IL Zip/Postal
Code: 60148

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? R If other, please provide details:

4) Dun and Bradstreet number:

5) Federal I.D. Number:

6) The proposer is a: Corporation (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [] NO [X] If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☒ NO ☐ If yes, please provide details:

Transdev Services, Inc. has several subsidiaries or partnerships over which it exerts control: Professional Transit Solutions, LLC, Huntleigh Transportation Services LLC, SFO Airporter, Cape Fear Transit Management Inc, ATC Partners LLC/ATC, Vancom of Arizona LLP, Phoenix Transit Joint Venture and Phoenix RRC Joint Venture.

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Transdev Services, Inc. is the wholly owned subsidiary of Transdev North America, Inc. which has numerous other subsidiaries. See attachment BH Question 9 for entities owned by Transdev North America, Inc. Only Transdev Services, Inc. will be performing services for this contract.

1 File(s) uploaded: BH Question 9.pdf

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attachment Q12 and Q13.

1 File(s) uploaded: Q12 and Q13.pdf

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☒ NO ☐ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

See attachment Q12 and Q13.

1 File(s) uploaded: Q12 and Q13.pdf

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.
- 17) Conflict of Interest:
- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."
- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.
- (ii) Any family relationship that any employee of your firm has with any County public servant that may create a

conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflicts exist

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Transdev has a conflict of interest policy within our code of ethics.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

12/05/1986

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

None - Transdev Services, Inc. is a wholly owned subsidiary of Transdev North America, Inc.

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Mathieu LeBourhis Director, Chief Financial Officer and Treasurer, [REDACTED]

[REDACTED]

Laura Hendricks, Director, President, [REDACTED]

Susan Sweat, Director and Vice President, [REDACTED]

Randall Lewis, Director and Secretary, [REDACTED]

- iv) State of incorporation (if applicable);

MD

- v) The number of employees in the firm;

20000

- vi) Annual revenue of firm;

1100000000

- vii) Summary of relevant accomplishments

Transdev North America, Inc. is the largest multi-modal, private passenger services company in North America. Transdev North America, Inc. has more than 120 contracts in 22 states and Canada.

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: Nassau Permits 051923.pdf

B. Indicate number of years in business.

36

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Transdev Services, Inc. is a Maryland corporation with more than 100 years of experience in North America and operates as one of the largest private sector multi-modal provider of public transportation in the country. Our 20,000 employees operate over 12,000 vehicles for contracts in more than 200 locations across the United States. We operate fixed route, paratransit, microtransit, bus rapid transit, downtown circulators, and shuttles for universities and employers. Throughout our long history, Transdev has demonstrated our ability to manage, operate, and improve transportation systems of various sizes, fleet types, and levels of complexity.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

| | | | |
|----------------|--|--------------------------|----|
| Company | City of Phoenix, Public Transit Department | | |
| Contact Person | Jesus Sapien, Public Transit Director | | |
| Address | 301 North First Ave, Suite 1300 | | |
| City | Phoenix | State/Province/Territory | AZ |
| Country | US | | |
| Telephone | (602) 262-7472 | | |
| Fax # | | | |
| E-Mail Address | jesus.sapien@phoenix.gov | | |

| | | | |
|----------------|---|--------------------------|----|
| Company | Foothill Transit (Arcadia Division) | | |
| Contact Person | Kevin McDonald, Deputy Executive Director | | |
| Address | 100 S. Vincent Avenue, #200 | | |
| City | West Covina | State/Province/Territory | CA |
| Country | US | | |
| Telephone | (626) 931-7201 | | |
| Fax # | | | |
| E-Mail Address | kmcDonald@foothilltransit.org | | |

| | | | |
|----------------|---|--------------------------|----|
| Company | San Diego Metropolitan Transit System | | |
| Contact Person | Mike Daney, Manager of Contract Operations & Passenger Facilities | | |
| Address | 100 16th Street | | |
| City | San Diego | State/Province/Territory | CA |
| Country | US | | |
| Telephone | (619) 595-7035 | | |
| Fax # | | | |
| E-Mail Address | mike.daney@sdmts.com | | |

I, Laura Hendricks , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Laura Hendricks , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: Transdev Services, Inc.

Electronically signed and certified at the date and time indicated by:
Laura Hendricks LAURA.HENDRICKS@TRANSDEV.COM

President

Title

08/09/2023

Date

TRANSDEV NORTH AMERICA, INC. owns the following entities:

Company Name

AIRLINES ACQUISITION CO., INC.
ATC PARTNERS LLC
BERKSHIRE TRANSIT MANAGEMENT, INC.
CAPE ANN TRANSIT MANAGEMENT, INC.
CAPE FEAR TRANSIT MANAGEMENT, INC.
CENTRAL MASS TRANSIT MANAGEMENT, INC.
CENTRAL VIRGINIA TRANSIT MANAGEMENT, INC.
CHAMPION CITY TRANSIT MANAGEMENT, INC.
CITYWAY USA, INC.
CONNEX RAILROAD LLC
FIRST TRANSIT BIDCO, INC.
FIRST TRANSIT INTERMEDIATE GP LLC
FIRST TRANSIT INTERMEDIATE HOLDING, LLC
FIRST TRANSIT INTERMEDIATE LP
FIRST TRANSIT MANAGEMENT OF LOWELL, INC.
FIRST TRANSIT OF PUERTO RICO, INC.
FIRST TRANSIT PARENT, INC.
FIRST TRANSIT RECEIVCO, LLC
FIRST TRANSIT TOPCO, INC.
FIRST TRANSIT, INC.
FIRST VEHICLE SERVICES, INC.
FRANKLIN TRANSIT MANAGEMENT, INC.
GOLDEN TOUCH TRANSPORTATION OF NEW YORK, INC.
HUNTLEIGH TRANSPORTATION SERVICES LLC
INTELLIRIDE, LLC
MASSACHUSETTS BAY COMMUTER RAILROAD LLC
PARATRANSIT BROKERAGE SERVICES TM, INC.
PARATRANSIT MANAGEMENT OF BROCKTON, INC.
PITTSBURGH TRANSPORTATION GROUP CHARTER SERVICES, INC.
PRIMAISLA, INC.
PROFESSIONAL TRANSIT MANAGEMENT OF ATTLEBORO, INC.
PROFESSIONAL TRANSIT MANAGEMENT OF RACINE, INC.
PROFESSIONAL TRANSIT MANAGEMENT OF TUCSON, INC.
PROFESSIONAL TRANSIT MANAGEMENT OF WAUKESHA, INC.
PROFESSIONAL TRANSIT MANAGEMENT, LTD.
PROFESSIONAL TRANSIT SOLUTIONS, LLC
PTM PARATRANSIT OF TUCSON, INC.
SAFERIDE SERVICES, INC.
SFO AIRPORTER, INC.
SOUTH COAST TRANSIT MANAGEMENT, INC.
SOUTHWESTERN VIRGINIA TRANSIT MANAGEMENT, INC.
SUPERTAXI, INC.
SUTRAN, INC.
THE YELLOW CAB COMPANY OF PITTSBURGH

TRANSDEV NORTH AMERICA, INC. owns the following entities:

TRANSDEV ALTERNATIVE SERVICES, INC.

TRANSDEV BUSINESS SOLUTIONS LEASING, LLC

TRANSDEV BUSINESS SOLUTIONS, INC.

TRANSDEV ON DEMAND, INC.

TRANSDEV RAIL, INC.

TRANSDEV SERVICES, INC.

TRANSIT MANAGEMENT OF ABILENE, INC.

TRANSIT MANAGEMENT OF ADA COUNTY, INC.

TRANSIT MANAGEMENT OF ALEXANDRIA, INC.

TRANSIT MANAGEMENT OF BEAUMONT, INC.

TRANSIT MANAGEMENT OF CANYON COUNTY, INC.

TRANSIT MANAGEMENT OF CENTRAL MARYLAND, INC.

TRANSIT MANAGEMENT OF CLINTON COUNTY, INC.

TRANSIT MANAGEMENT OF MOBILE, INC.

TRANSIT MANAGEMENT OF MONTGOMERY, INC.

TRANSIT MANAGEMENT OF RICHLAND, INC.

TRANSIT MANAGEMENT OF ROCKY MOUNT, INC.

TRANSIT MANAGEMENT OF SHERMAN, INC.

TRANSIT MANAGEMENT OF SPARTANBURG, INC.

TRANSIT MANAGEMENT OF VOLUSIA COUNTY, INC.

TRANSIT MANAGEMENT OF WILMINGTON, INC.

WIER TRANSPORTATION, LLC

YC HOLDINGS, INC.

Business History Form

Q12. In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

In June 2019, Transdev Services Inc. received a grand jury subpoena duces tecum to provide the Maryland Attorney General Medicaid Fraud Unit certain documents related to the Maryland Medicaid funded Non-Emergency Medical Transportation grant funds. The Company received a second subpoena for certain personnel records in November 2019. The Company completed its production of responsive documents to these subpoenas in December 2019 without further inquiry from the Maryland Attorney General's Office and considers the matter closed. Neither Transdev Services, Inc., nor any of its six subsidiaries/partnerships, has been the subject of any additional criminal investigation and/or a civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

In October 2019, Golden Touch Transportation of NY, Inc. ("GTT"), a wholly owned subsidiary of Transdev Business Solutions (a wholly owned subsidiary of Transdev North America Inc.), settled a criminal and civil investigation by the Office of the Attorney General for the State of New York ("NYAG") and the Port Authority of New York & New Jersey regarding improper payments to secure work at New York area airports with a non-antitrust related, civil Assurance of Discontinuance and Contractor Certification. In connection with its investigation of GTT, the NYAG also conducted a civil and criminal investigation of the former President of GTT and his wife, also an executive of GTT. The former President and his wife resigned from GTT in February 2019. Although the results of those investigations have not been made public to our knowledge, we understand that the former President of GTT entered into a civil Assurance of Discontinuance with the NYAG in 2020, and pleaded guilty to certain criminal charges in August 2021, thus resolving the NYAG's investigations against him. We understand that the NYAG declined to proceed with any civil or criminal charges against the former President's wife. GTT no longer has any employees, assets, or business, and will not be performing any services for this contract.

Q13. In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

In June 2019, Transdev Services Inc. received a grand jury subpoena duces tecum to provide the Maryland Attorney General Medicaid Fraud Unit certain documents related to the Maryland Medicaid funded Non-Emergency Medical Transportation grant funds. The Company received a second subpoena for certain personnel records in November 2019. The Company completed its production of responsive documents to these subpoenas in December 2019 without further inquiry from the Maryland Attorney General's Office and considers the matter closed. Neither Transdev Services, Inc., nor any of its six subsidiaries/partnerships, has been the subject of any additional criminal investigation and/or a civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.

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COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Transdev Services, Inc

Address: 720 E. Butterfield Rd

City: Lombard State/Province/Territory: IL Zip/Postal Code: 60148

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. Type of Business: Other (specify) Privately held corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: Q4 Attachment.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Transdev Services, Inc. is a wholly owned subsidiary of Transdev North America Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Transdev North America, Inc., has numerous nonrelated subsidiaries to TSI in other business lines, none of which will be taking part in the performance of this contract, including Transdev On Demand, Connex Railroad, LLC, Transdev Alternative Services, Transdev Rail, IntelliRide, First Transit, and other smaller subsidiaries.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements.

The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES [X] NO []

(a) Name, title, business address and telephone number of lobbyist(s):

MKBS Management Corp. d/b/a McBride Consulting & Business Development Group
290 Broadhollow Road
Melville, New York 11747
(631) 944-3227

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

McBride Consulting has provided ongoing support to our NICE Bus contract

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

New York State, New York City, Nassau County, Suffolk County

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Laura Hendricks [LAURA.HENDRICKS@TRANSDEV.COM]

Dated: 05/17/2023 12:08:10 pm

Title: President

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

| | | |
|-------------------------------|------------|-----------------|
| Transdev Services, Inc | | |
| Directors | Hendricks | |
| | Le Bourhis | |
| | Sweat | |
| Officers | Hendricks | President |
| | Sweat | Vice President |
| | Le Bourhis | CFO & Treasurer |
| | Lewis | Secretary |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|--|
| PRODUCER MARSH USA LLC. 540 W. MADISON CHICAGO, IL 60661 | CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com | FAX (A/C, No): 212-948-0770 |
| CN101958462--GAWUX-23-24 | 360 | |
| INSURED Transdev Services, Inc. 720 E. Butterfield Rd., Suite 300 Lombard, IL 60148 | INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: ACE Property & Casualty Insurance Company INSURER C: HDI Global Insurance Company INSURER D: INSURER E: INSURER F: | NAIC # 24147 20699 41343 |

COVERAGES

CERTIFICATE NUMBER:

CHI-009862538-06

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | MWZY 313818 23 | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | MWTB 21268 23 | 07/01/2023 | 07/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | XEUG28126608008 Not including US Auto. | 07/01/2023 | 07/01/2024 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input checked="" type="checkbox"/> N | N / A | MWC 313819 23 | 07/01/2023 | 07/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Excess Liability | | | XLD1405707 (Includes US Auto) | 07/01/2023 | 07/01/2024 | Each Occurrence \$ 15,000,000 Aggregate \$ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Nassau is included as Additional Insured where required by written contract with respect to General Liability and Auto Liability. Waiver of subrogation is applicable where required by written contract under the Automobile Liability and Workers' Compensation Policies.

CERTIFICATE HOLDER

County of Nassau
1 West Street
Mineola, NY 11501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| | | |
|--------------------------|-----------|--|
| AGENCY MARSH USA LLC. | | NAMED INSURED Transdev Services, Inc. 720 E. Butterfield Rd., Suite 300 Lombard, IL 60148 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

FIRST LAYER EXCESS AUTO

Policy Number: BOWCN2150858

Carrier: Certain Underwriters at Lloyd's of London

Effective Date: 07/01/2021

Expiration Date: 07/01/2024

Limits: \$5,000,000 per occurrence / \$10,000,000 aggregate

SECOND LAYER EXCESS AUTO

Policy Number: B0509BOWCN2350607

Carrier: Lloyd's of London

Effective Date: 07/01/2023

Expiration Date: 07/01/2024

Limit: \$10,000,000 xs \$10,000,000

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

SCHEDULE

Name of Person(s) or Organization(s):

Where Required By Contract

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Where Required By Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **Transfer Of Rights Of Recovery Against Others To Us** Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Where Required By Contract or Agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: MWC 313819 23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

DATE OF ISSUE: 06-26-23

WC 00 03 13

(Ed. 4-84)

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COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Arthur T. Walsh, Chief Deputy County Executive

FROM: Department of Public Works

DATE: November 22, 2022

SUBJECT: Management, Operation, Maintenance – Nassau Inter-County Express (Name of Firm)
Recommendation of Award
RFP No. PW-2020-01R

Introduction

The Department of Public Works (“DPW”) recommends that the County enter into a license agreement with Transdev Services, Inc., to provide fixed route and paratransit operation, maintenance, and management of Nassau County’s transit system, the Nassau Inter-County Express.

On January 4, 2022, DPW issued a Request for Proposals (“RFP”), for the purpose of receiving proposals from private transportation service providers to manage, operate, and maintain the County’s transit system. The transit system includes fixed route and paratransit service, as well as full administration, management and maintenance of the transit facilities and rolling stock assets. The estimated first year of the transit system cost based on the RFP requirement is \$148.5M. The initial period of performance is seven years with a start date of January 1, 2024. The transit system cost is supported by New York State, the Federal Transit Administration, Nassau County, and system farebox revenues. The RFP had a race neutral Disadvantaged Business Enterprise consideration, no goal was established.

Notice of the RFP was posted on the County’s eProcurement webpage, advertised in Newsday, the NYS Contract Reporter, Transit Talent, and Mass Transit, from January 4, 2022, until June 15, 2022. Six (6) addenda to the RFP were issued:

- Addendum #1: 2/16/2022 - Submittal of Cost Proposal Attachment.
- Addendum #2: 2/22/2022 – Information on second Site Visit.
- Addendum #3: 3/04/2022 – Responses to questions and note of Addenda access on the County’s e-board.
- Addendum #4: 3/08/2022 – Revised Proposal Due Dates to align with new Due Date of June 15, 2022.
- Addendum #5: 4/21/2022 - Responses to questions from Addendum #4.
- Addendum #6: 5/27/2022 - Reiterated the removal of the Rockville Centre facility from the RFP, snow removal requirement, start-up-costs requirement, and hard copy RFP submittal,

Technical and cost proposals were received from two firms on June 15, 2022, in response to this RFP:

1. MV Transportation, Inc.
2. Transdev Services, Inc.

Evaluation of the Technical and Cost proposals in response to the RFP was provided by staff from Nassau County Departments - Paul Broderick, Deputy Commissioner, Department of Social Services; Lionel Chitty, Executive Director, Office of Minority Affairs; Roseann D’Alleva, Deputy Commissioner, Department of Public Works; Matthew Dwyer, Director, Department of Human Services; Sharon Persaud, Transportation Supervisor, Department of Public Works. Personnel from the Office of the Inspector General (“OIG”) were present at each Evaluation Committee meeting.



Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

November 22, 2022

Page 2

Subject: Management, Operation, Maintenance – Nassau Inter-County Express
Recommendation of Award
RFP No. PW-2020-01R

Selection Committee Review Process

The Committee and OIG were provided with electronic copies of the technical proposals on June 28, 2022, and a score sheet template on July 7, 2022. Personnel from OIG were present at each evaluation meeting. Following the Committee's review of the technical proposals, a meeting of the Committee was held on August 4, 2022, to discuss and rank the technical proposals. The average technical score of each firm was calculated using the scores provided by each Committee member. Upon determining the overall technical scores, the highest-scored service provider, Transdev Services, Inc., had an average of 71.4 points out of 75, the next scored service provider, MV Transportation, Inc., had an average score of 55.3 out of 75. A meeting of the Committee was held on August 31, 2022, to discuss and rank the cost proposals. Upon determining the overall cost proposal scores, the highest scored provider, Transdev Services, Inc., had an average of 13 points out of 15, the next scored service provider, MV Transportation had an average of 9.4 points out of 15. After both the technical and cost proposal scores were recorded, the Committee held an in-person interview with both proposers on September 20, 2022. Each service provider was given two hours to present a concise oral overview of their proposal and team, with time allotted to respond to questions from the Committee members. Proposers were not provided with the questions in advance. On September 20, 2022, the Committee discussed and ranked the RFP interview segment. Upon determining the overall interview scores, the highest scored provider, Transdev Services, Inc., had an average of 8.8 points out of 10, the next scored provider, MV Transportation, Inc., had an average of 7 points out of 10. On September 21, 2022, a Best and Final Offer was requested from each service provider.

On September 29, 2022, the Committee reviewed the technical, cost, and interview scores, and the Best and Final Offer and unanimously determined that the service provider with the overall highest score of 93.2 points out of 100, Transdev Services, Inc., provided the most comprehensive and responsive proposal and support. Meeting the RFP's evaluation criteria, Transdev Services, Inc.'s, proposal demonstrated an excellent understanding and superior overall expertise for the full performance measurement required for the management, operation and maintenance of the County's transit system. The proposal combined with the other evaluation factors, provided the Committee with the confidence that Transdev Services, Inc. would provide the best value to the County.

The second ranked service provider, MV Transit, Inc., had an overall score of 71.7 out of 100 and was not recommended for award by the Committee.

To deem the selected service provider, Transdev Services, Inc., responsive and responsible, a SAMS.gov and DOL.gov exclusion search was conducted without any findings, and a reference check completed. All required Nassau County portal submissions are complete and up to date.

Summary of Activities

- | | |
|-------------------------|--|
| 1. 01/04/2022 | RFP Published Publicly |
| 2. 01/26/2022, 3/1/2022 | Pre-Proposal Conference, Site Tours |
| 3. 03/22/2022 | Questions Submittals Due |
| 4. 02/15/-05/17/2022 | Addendum #'s 1 to 6 Published Publicly |
| 5. 06/15/2022 | Proposal Submittals Due |
| 6. 06/28/2022 | Selection Committee Provided Technical Proposals |
| 7. 07/07/2022-8/04/2022 | Selection Committee Meetings & Ranking of Technical Proposals |
| 8. 08/04/2022 | Opening of Cost Proposals |
| 9. 08/31/2022 | Selection Committee Cost Proposal Ranking |
| 10. 09/20/2022 | Separate Interviews with MV Transportation & Transdev Services |
| 11. 09/27/2022 | BAFO Received |
| 12. 09/29/2022 | Selection Committee Meeting & Final Selection |

Office of the County Executive

Att: Arthur T. Walsh, Chief Deputy County Executive

November 22, 2022

Page 3

Subject: Management, Operation, Maintenance – Nassau Inter-County Express
Recommendation of Award
RFP No. PW-2020-01R

Procurement (Federal, Nassau County)

The Request for Proposal (RFP) was conducted in compliance with FTA Third Party Contracting Guidance Circular C220.1F (Revision 4). An Independent Cost Estimate was conducted prior to the RFP release. The RFP was fully advertised. A five (5) member Evaluation Committee was formed made up of Deputy Commissioners, and Directors, collectively representing four (4) different County departments. Technical and cost proposals were scored and ranked based on the evaluation criteria included in the RFP and a highest-ranked proposal was identified. The final cost proposals were found to be within the budget for this project RFP requirements (\$151M). The project system cost will be supported by New York State, the Federal Transit Administration, system farebox revenues, and Nassau County.

Justification

The procurement process for the Management, Operation, and Maintenance of the Nassau Inter-County Express was accomplished via a Request for Proposal.

1. Estimate of costs was established prior to opening the proposals.
2. The award recommendation is being made to the proposal with the highest combined technical and cost evaluation score out of the two (2) proposals received.

Recommendation

The Committee concluded that Transdev Services, Inc.'s technical proposal and representation met the County's expectations of completeness, quality, and the overall expertise required to execute the full performance need of the transit system. The Committee is confident that Transdev Services, Inc., will provide the best value to the County. Based on the technical and cost evaluation described above, the Committee recommends that the County move forward with contract negotiations with Transdev Services, Inc., for the management, operation, and maintenance of the Nassau Inter-County Express.

Please signify below if you approve or disapprove of our recommendation, after which we will implement the next appropriate Departmental procedure(s).



Kenneth G. Arnold
Commissioner

KGA:RD:ac

c: Roseann D'Alleva, Deputy Commissioner
Loretta Dionisio, Assistant to Deputy Commissioner
Sharon Persaud, Transportation Supervisor

APPROVED:



Arthur T. Walsh Date
Chief Deputy County Executive

DISAPPROVED:

Arthur T. Walsh Date
Chief Deputy County Executive

REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACTPART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC☐ RFQ ☐ RFP ☐ RFBC ☐ In-House or Requirements Work OrderProject Title: MANAGEMENT, OPERATION & MAINTENANCE OF NASSAU COUNTY'S FIXED ROUTE & PARATRANSIT SERVICESDepartment: Public Works Project Manager: SHARON PERSAUD Date: 10/8/2021Service Requested: REQUEST FOR PROPOSALS TO OPERATE, MAINTAIN & MANAGE THE COUNTY'S TRANSIT SYSTEMJustification: THE COUNTY IS SEEKING PROPOSALS FOR A GIVE TO TEN-YEAR CONTRACT TERM TO OPERATE, MAINTAIN & MANAGE THE COUNTY'S TRANSIT SYSTEM, THE NASSAU INTER-COUNTY EXPRESS, FROM JANUARY 1, 2024. THE CURRENT CONTRACT EXPIRES DECEMBER 31, 2023.Requested by: DEPARTMENT OF PUBLIC WORKS Department/Agency/OfficeProject Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) _____
Circle appropriate phaseTotal Project Cost: REVENUE CONTRACT
Includes, design, construction and CMDate Start Work: 1/7/2022
Phase being requestedDuration: 3/4/2022
Phase being requestedCapital Funding Approval: YES ☐ NO ☐ N/A Operating Funded Roseann Dellewa 10/12/21
SIGNATURE DATEFunding Allocation (Capital Project):
See Attached Sheet if multiyear ☐NIFS Entered: _____
SIGNATURE DATEAIM Entered: N. Allen 11/1/21
SIGNATURE DATEFunding Code: PWGEN0152
use this on all encumbrancesTimesheet Code: 19-0311 21-0261
use this on timesheets

State Environmental Quality Review Act (SEQRA):

Type II Action ☒ or, Environmental Assessment Form Required ☐

Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐DCE/Ops Approval: YES ☒ NO ☐

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.

| Vendor | Quote | Comment | See Attached Sheet <input type="checkbox"/> |
|-----------------------------------|-----------------|---|---|
| 1. <u>Transdev Services, Inc.</u> | <u>\$148.5M</u> | <u>Vendor meets the unique service requirement.</u> | |
| 2. _____ | _____ | _____ | |
| 3. _____ | _____ | _____ | |
| 4. _____ | _____ | _____ | |

DCE/Ops Approval: YES NO Signature _____
Version January 2014

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Sharon Persaud, Transportation Supervisor, Project Manager

FROM: Office of the Commissioner

DATE: December 4, 2019

SUBJECT: CSEA Sub-Contracting Approval
C19-140 – Management, Operation and Maintenance of
Nassau County's Fixed Route & Paratransit Services

Please be aware in accordance with Section 32-3 of the CSEA/County CBA, the Department has met with CSEA representatives to discuss your proposed DPW contract referenced above. Pursuant to Section 32-3 of the CSEA/County CBA, CSEA has withdrawn its objection to the above-referenced contract known as **C19-140**.

Please prepare the necessary documentation to proceed with your work. Once the advisement is certified you may issue the contractor a Notice to Proceed.

If you have any questions, please speak with Jonathan Lesman.



Roseann D'Alleva
Deputy Commissioner

RD:las

c: Loretta Dionisio, Assistant to Deputy Commissioner
Jonathan Lesman, Management Analyst II



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

FROM: Department of Public Works

DATE: November 25, 2019

SUBJECT: CSEA Notification of a Proposed DPW Contract
Management, Operation and Maintenance of Nassau County's Fixed Route &
Paratransit Services

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
Procurement of a contractor to manage, operate and maintain the County's transit system, the Nassau Inter-County Express (NICE). NICE is one of the largest transit systems in the United States with a fleet of four-hundred and forty-seven (447) revenue and non-revenue vehicles, three operating facilities, and an annual ridership of 23.5 million. The current operating agreement expires on December 31, 2021, an agreement must be in place to allow for the seamless continuity of service from January 1, 2022.
2. The work involves the following:
The selected operator will provide the fixed route and paratransit services to meet the transportation needs and challenges of residents, workers and all riders. The scope of work includes providing fixed route service seven days a week on a network of 38 fixed routes, and demand response/paratransit service twenty-four (24) hours a day, seven (7) days a week; management, operation and maintenance of two (2) operating facilities that includes a Compressed Natural Gas facility, and one (1) transit center; execution of all Federal Transit Administration requirement areas, and compliance with New York State Department of Transportation safety regulations.
3. An estimate of the cost is: \$148.5 – Year 1
4. An estimate of the duration is: Five (5) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Roseann D'Alleva, Deputy Commissioner, telephone 1-0525, fax 1-9657.



a Roseann D'Alleva
Deputy Commissioner

RD:pl

c: Christopher Nicolino, Director, Office of Labor Relations
Loretta Dionisio, Assistant to Deputy Commissioner
Christopher Yansick, Unit Head, Financial Management Unit
Diane Pyne, Unit Head, Human Resources Unit
Jonathan Lesman, Management Analyst II
Sharon Persaud, Transportation Supervisor, Project Manager



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

W.C. Pihl, Senior Vice President

3.21.23

Name and Title of Authorized Representative

m/d/yy



3.21.23

Signature

Date

Transdev Services, Inc.

Name of Organization

720 E. Butterfield Rd., Ste. 300, Lombard, IL 60148

Address of Organization


Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED DBE/MBE/WBE/SDVOB UTILIZATION PLAN

Part 1- General Information:

| | |
|---|---|
| Consultant/Contractor Name: | Transdev Services, Inc. |
| Address (street/city/state/zip code): | 720 E. Butterfield Road, Lombard, IL 60148 |
| Authorized Representative (name/title): | Laura Hendricks, President |
| Authorized Signature: |  |
| Contract Number: | PW2020-01R |
| Contract/Project Name: | NICE Bus |
| Contract/Project Description: | Provide fixed route service and demand response/paratransit service. |

Part 2- Projected DBE/MBE/WBE/SDVOB Contract Summary:

| | Amount (\$) | | Percentage (%) |
|--|---------------|--|----------------|
| Total Dollar Value of the Prime Contract | \$174,520,605 | | |
| Total DBE Dollar Amount | \$0 | DBE Contract Percentage | 0% |
| Total MBE Dollar Amount | \$0 | MBE Contract Percentage | 0% |
| Total WBE Dollar Amount | \$0 | WBE Contract Percentage | 0% |
| Total SDVOB Dollar Amount | \$0 | SDVOB Contract Percentage | 0% |
| Total Combined M/WBE/SDVOB Dollar Amount | \$0 | Combined M/WBE/SDVOB Contract Percentage | 0% |

Part 3- DBE Information (use additional blank sheets as necessary):

| DBE Firm | Description of Work (DBE) | Projected DBE Contract Amount (\$) and Award Date | DBE Contract Scheduled Start Date and Completion |
|----------------------------|---------------------------|---|--|
| Name: | N/A | Amount (\$): | Start Date: |
| Address: | | | |
| City: | | | |
| State/Zip Code: | | Award Date: | Completion Date: |
| Authorized Representative: | | | |
| Telephone No. | | | |
| Name: | N/A | Amount (\$): | Start Date: |
| Address: | | | |
| City: | | | |
| State/Zip Code: | | Award Date: | Completion Date: |
| Authorized Representative: | | | |
| Telephone No. | | | |
| Name: | N/A | Amount (\$): | Start Date: |
| Address: | | | |
| City: | | | |
| State/Zip Code: | | Award Date: | Completion Date: |
| Authorized Representative: | | | |
| Telephone No. | | | |

Part 4- MBE Information (use additional blank sheets as necessary):

| MBE Firm | Description of Work (MBE) | Projected MBE Contract Amount (\$) and Award Date | MBE Contract Scheduled Start Date and Completion |
|--|---------------------------|---|--|
| Name: Address: City: State/Zip Code: Authorized Representative: Telephone No. | N/A | Amount (\$): Award Date: | Start Date: Completion Date: |
| Name: Address: City: State/Zip Code: Authorized Representative: Telephone No. | N/A | Amount (\$): Award Date: | Start Date: Completion Date: |
| Name: Address: City: State/Zip Code: Authorized Representative: Telephone No. | N/A | Amount (\$): Award Date: | Start Date: Completion Date: |

Part 5- WBE Information (use additional blank sheets as necessary):

| WBE Firm | Description of Work (WBE) | Projected WBE Contract Amount (\$) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|--|---------------------------|--|--|
| Name: Address: City: State/Zip Code: Authorized Representative: Telephone No. | N/A | Amount (\$): <hr/> Award Date: <hr/> | Start Date: <hr/> Completion Date: <hr/> |
| Name: Address: City: State/Zip Code: Authorized Representative: Telephone No. | N/A | Amount (\$): <hr/> Award Date: <hr/> | Start Date: <hr/> Completion Date: <hr/> |
| Name: Address: City: State/Zip Code: Authorized Representative: Telephone No. | N/A | Amount (\$): <hr/> Award Date: <hr/> | Start Date: <hr/> Completion Date: <hr/> |

Part 6- SDVOB Information (use additional blank sheets as necessary):

| SDVOB | Description of Work (SDVOB) | Projected SDVOB Contract Amount (\$) and Award Date | SDVOB Contract Scheduled Start Date and Completion |
|----------------------------|--------------------------------|--|---|
| Name: | N/A | Amount (\$): | Start Date: |
| Address: | | | |
| City: | | | |
| State/Zip Code: | | Award Date: | Completion Date: |
| Authorized Representative: | | | |
| Telephone No. | | | |
| Name: | N/A | Amount (\$): | Start Date: |
| Address: | | | |
| City: | | | |
| State/Zip Code: | | Award Date: | Completion Date: |
| Authorized Representative: | | | |
| Telephone No. | | | |
| Name: | N/A | Amount (\$): | Start Date: |
| Address: | | | |
| City: | | | |
| State/Zip Code: | | Award Date: | Completion Date: |
| Authorized Representative: | | | |
| Telephone No. | | | |