

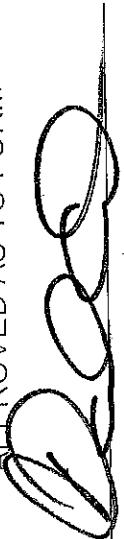
Introduced by Presiding Officer Peter Schmitt

LOCAL LAW NO. 10 - 2011

A LOCAL LAW IN RELATION TO THE MANAGEMENT AND OPERATION OF A NASSAU COUNTY FIXED ROUTE TRANSIT AND PARATRANSIT BUS SYSTEM.

Passed by the Nassau County Legislature on December 12, 2011  
Voting: ayes: 18 nays: 0 abstained: 0

Became a law on December 13, 2011 with the approval of the County Executive.

APPROVED AS TO FORM  
  
Deputy County Attorney

WHEREAS, pursuant to Section 119-r of the General Municipal Law and Local Law 15-1972, Nassau County is authorized to provide mass transportation services within Nassau County; and

WHEREAS, pursuant to Title 10 of the Miscellaneous Laws of Nassau County and Local Law 15-1972, the County is authorized to contract with public or private entities for the management, operation and maintenance of such services; and

WHEREAS, since 1973, such services were provided by the Metropolitan Transportation Authority ("MTA") pursuant to a Lease and Operating Agreement; and

WHEREAS, the governing board of the MTA has voted to terminate such Lease and Operating Agreement as of December 31, 2011; and

WHEREAS, this Legislature determines that such services could be managed and operated more efficiently by a private entity; and

WHEREAS, in order to protect the bus riding public said private entity should be monitored by an oversight committee known as the Transit Committee with public hearings being held by said committee whenever any fare increases or service reductions are proposed; now, therefore,

BE IT ENACTED by the County Legislature as follows:

Section 1. A new section 209 is added to the County Government Law of Nassau County as follows;

**§ 209. Nassau County Bus System.**

1. Definitions

a. "Transportation facilities" shall mean any tangible means of moving people and things from place to place or the structures necessary to support the process of moving people and things from place to place.

b. "Bus system" shall mean a bus system, including corresponding paratransit services, which operates pursuant to certain routes and schedules.

c. "Roadway" shall mean any public or private street, highway or road, regardless of location.

2. Operation of a Bus System in Nassau County. There shall be a bus system that will operate on roadways within the County and anywhere else authorized by agreement or by State, Federal or Local Law or on any other roadway upon which a route operated by the Metropolitan

Suburban Bus Authority d/b/a Long Island Bus operates as of the enactment of this Local Law. Such system shall be owned by the County, provided that the County may, pursuant to section 119-r of the General Municipal Law and Local Law 15-1972, contract with any person, corporation or public authority for the management, operation and maintenance of the bus system. Any person, corporation or public authority that the County contracts with for the management, operation and maintenance of the bus system shall be authorized to use the transportation facilities owned by the County as provided for in the contract between the County and that person, entity or public authority.

3. Nassau County Bus Transit Committee

a. There is hereby established within the Office of the County Executive a Nassau County Bus Transit Committee (hereinafter "Transit Committee"). The Transit Committee shall review the budgets, fare structures, fees and service proposed by County or the person, entity or public authority with which the County contracts for the management, operation and maintenance of the bus system established pursuant to subsection 2 of this section, and have the authority to approve, disapprove, propose modifications to or negotiate changes to such budgets, fare structures, fees and service adjustments. The Transit Committee shall meet with the contracted person, entity or public authority as needed to timely review and take such actions as permitted by this law and make recommendations to the County Executive regarding the operation of the bus system. The Transit Committee shall report to the County Executive, with a copy of all reports being sent to the County Legislature, in writing not less than once per quarter of every calendar year on the performance of the contracted operator, if any, and the performance and safety of the bus system generally. The Transit Committee shall hold public hearings whenever there is a proposed fare increase or route reduction or elimination whether said fare increase or

route reduction or elimination is proposed by the County or the private operator. The number, scope and procedure for conducting the public hearings shall be determined by the Transit Committee but every such public hearing shall be duly and publicly noticed in the official County newspaper as well as on the County website and there shall be a minimum of two public hearings, one during the day and one in the evening. The last of said public hearings shall take place no sooner than forty-five (45) days prior to any fare increase or route reduction or elimination. On January 1 of each year, the County Executive, in consultation with the Presiding Officer and Minority Leader of the County Legislature, shall have the authority to adjust the powers of the Transit Committee so as to reduce such powers, except that the requirement that the Transit Committee hold quarterly meetings, the Transit Committee's powers to control fares, and the total membership of the Transit Committee may not be altered except by Local Law.

b. The actions of the Transit Committee shall be subject to all applicable laws, rules and regulations pertaining to Nassau County boards and commissions and the members and staff thereof, including, but not limited to, the Nassau County Code of Ethics, codified as section 2218 of the Nassau County Charter, the New York State Freedom of Information Law, codified as Article 6 of the New York State Public Officers Law, and the New York State Open Meetings Law, codified as Article 7 of the New York State Public Officers Law.

c. The Transit Committee shall consist of five members, initially appointed no later than February 15, 2012. The members of the Transit Committee shall be appointed by, and serve at the pleasure of, the County Executive. One member initially appointed to the Transit Committee shall be appointed on the recommendation of the Presiding Officer of the County Legislature and one member initially appointed to the Transit Committee shall be appointed on the recommendation of the Minority Leader of the County Legislature. Each appointee shall, at a

minimum, be a Nassau County resident and have professional transportation experience, or other relevant experience, in the New York Metropolitan Transportation Council region. Under no circumstances shall any officer or employee of Nassau County or any entity the County has contracted with to operate the bus system established pursuant to subsection 2 of this section, or any subcontractor to such entity, serve on the Transit Committee.

d. All members of the Transit Committee shall complete, at a minimum, four hours of training each year designed to enable such members to effectively carry out their duties. Such training shall be approved by the County Attorney and may include, but shall not be limited to, training provided by a regional or county agency, board, council or commission, county attorney's office, state agency, statewide municipal association, college or other similar entity.

e. The members of the Transit Committee may receive a per diem compensation from the County, to be determined by the County Executive in consultation with the Presiding Officer and Minority Leader of the County Legislature, for each day spent in the performance of their duties and they shall be reimbursed by the County for their reasonably necessary expenses actually incurred related to their duties as members of the Transit Committee. A quorum of the Transit Committee shall consist of no fewer than three members. The Transit Committee shall annually elect a chairperson, and prepare written minutes of each of its meetings. Minutes shall at a minimum record all votes and actions taken by the Transit Committee at each meeting, and include copies of all meeting agendas. The County Executive has the discretion to assign County staff to assist the Transit Committee in carrying out its duties.

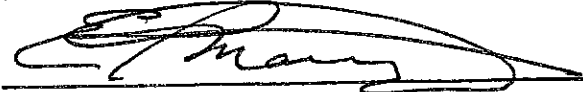
§ 2. It is hereby determined, pursuant to the provisions of the State Environmental Quality Review Act, 8 N.Y.E.C.L. section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County, that

the adoption of this local law is a "Type II" Action within the meaning of Section 617.5(c)(20) of 6 N.Y.C.R.R. ("routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment"), and, accordingly, is of a class of actions which do not have a significant effect on the environment; and no further review is required.

§3. Severability. If any clause, sentence, paragraph, section or part of any section of this title shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy and in which such judgment shall have been rendered

§4. Effective Date. This local law shall be effective immediately.

**APPROVED**



**County Executive**

**DATE** 12/13/2011

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**ATTACHMENT B**  
**CONTRACT**

## TABLE OF CONTENTS

	Page #
1. Guiding Principles; General Terms and Provisions .....	2
2. Transit Committee; Scope of Services; Service Adjustments.....	3
3. Service Standards and Performance Targets .....	6
4. Compensation, Sources of Funding and Payment, Transit System Costs.....	8
5. Personnel; Employee Minimum Qualifications; Labor Relations.....	11
6. Drivers; Driver Lists.....	13
7. Drug and Alcohol Testing.....	13
8. County Assets; Non-County Property.....	14
9. Environmental Compliance .....	16
10. Maintenance Plan and Program; Vehicle Condition Maintenance; General Maintenance Standards.....	17
11. Continuing Control.....	18
12. Annual Plan and Annual Budget.....	19
13. Insurance.....	22
14. Indemnification; Cooperation on Claims.....	24
15. Labor Relations and Section 13(c) Claims.....	24
16. Farebox Revenue Collection and Control.....	26
17. Covenant Against Contingent Fees.....	27
18. Termination.....	28
19. Advertising Revenues.....	34
20. Operating Authority.....	35
21. Compliance with All Laws; Licensing.....	35
22. Safety Practices.....	37
23. Coordination of Services.....	37
24. Other Bus lines Operated by Veolia.....	37
25. ADA: Provision of Alternate Transportation.....	37
26. Continuity of Services.....	38
27. Communications.....	39
28. Confidentiality and Dissemination of Information.....	40
29. Data Collection; Reports.....	40
30. Accident Reporting and Processing.....	41
31. Independent Contractor.....	41
32. Accounting Procedures; Records; Inspection.....	42
33. Civil Rights Responsibilities.....	43
34. Marketing and Public Relations.....	43
35. Grants Management; Capital Program Management.....	44
36. Service Planning.....	45
37. No Arrears or Default.....	45
38. Ownership of Patents, Trademarks and Copyrights; Infringement.....	45
39. Internal Dispute Resolution.....	46
40. Limitations on Actions; Special Proceedings Against the County.....	46
41. Consent to Jurisdiction and Venue; Governing Law.....	47
42. All Legal Provisions Deemed Included; Severability; Supremacy; Construction.....	47
43. Assignment; Amendment; Waiver; Subcontracting.....	48
44. No Waiver.....	48
45. Work Performance Liability.....	48
46. Other Responsibilities.....	49
47. Administrative Service Charge.....	49

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

By and Between

**THE COUNTY OF NASSAU**

And

**VEOLIA TRANSPORTATION SERVICES, INC.**

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9

48. Executory Clause.....	49
49. Force Majeure.....	49
50. Notice.....	50
51. Complete Agreement; Applicable Law, Incorporated Documents.....	51
52. No Third Party Beneficiaries.....	52
53. Headings.....	52
54. Further Assurances .....	52
55. Counterparts.....	52
56. Preparatory Activities.....	52



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

By and Between  
**THE COUNTY OF NASSAU**  
And  
**VEOLIA TRANSPORTATION 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 Veolia Transportation Services, Inc. a Maryland Corporation ("Veolia") with an office at 720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148, 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 by the Metropolitan Transportation Authority ("MTA") to operate a bus system in the County of Nassau; and

WHEREAS, the MTA has decided to cease all bus operations in the County effective December 31, 2011; and

WHEREAS, Veolia, a private provider of bus transportation services, has for many years operated and managed bus line operations for other governmental entities 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 the Long Island Bus ("LIB") fixed route and paratransit systems (the "Transit System") on December 3, 2010; and

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

WHEREAS, Veolia is fully willing and able to operate and maintain the LIB Transit

System 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 Veolia in reliance upon such representations, and on Veolia's particular skills, experience and abilities as represented by Veolia.

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 Guiding Principles.** The County and Veolia intend to (i) provide, operate and maintain the Transit System for the benefit of its citizens 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 Transit System shall be operated and managed within the following guiding principles ("Guiding Principles"):

- (a) Veolia 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 Veolia the opportunity to earn a reasonable margin for overhead and profit.
- (b) Veolia shall begin to operate and maintain the Transit System on January 1, 2012 and by April 1, 2012 implement a route and service network adjusted to the available Federal, State and County resources budgeted for the Transit System.
- (c) The County and Veolia shall work together to identify and develop new sources of revenue for the sole purpose of maintaining and expanding the County's service offerings.
- (d) The Transit System and Services (as defined below) shall be managed to a balanced budget within the Annual Plan as adjusted from time to time, with costs not exceeding the revenues available, as quantified by the Annual Plan and Budget (as defined below) and monitored and/or modified through the Quarterly Review process (as defined below).
- (e) Modifications to service levels, routes or fares shall be made to improve the operating efficiency of the 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) 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 (as defined below).

## 1.2 Term

(a) The term of this Agreement shall commence upon full execution (the "Effective Date") and terminate at 11:59 p.m. on December 31, 2016 (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. Operation of the Transit System under this Agreement shall commence at 12:00am on January 1, 2012 (the "Commencement Date").

(b) The County in its sole discretion shall have the option to extend this Agreement for one (1) additional five (5) year period (the "Option Period"). Said option to renew shall be exercised by the County 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 not less than 120 days before the expiration of the Term. Upon receipt of such renewal notice by Veolia, the term of this Agreement shall be deemed to have been extended to 11:59 p.m. on December 31, 2021.

(c) Unless otherwise agreed to by both parties in a writing signed by them, the Services shall be performed by Veolia during the Option Period pursuant to the same terms and conditions as set forth in this Agreement.

(d) The budget year shall commence on April 1 and terminate on the following March 31 (the "Budget Year").

## **2. Transit Committee; Scope of Services; Service Adjustments.**

**2.1 Transit Committee.** Within sixty (60) days of the Effective Date, the County shall appoint members to a Nassau County Bus Transit Committee, such committee to be formed in accordance with applicable Nassau County laws, rules and regulations (the "Transit Committee") and empowered to act on behalf of the County for purposes of this Agreement. The Transit Committee shall meet with Veolia as necessary to timely review and approve, propose modifications to, or disapprove Veolia's proposed Annual Plans and Budgets as provided herein, 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 the acts of the County for purposes of this Agreement, and all rights and remedies that Veolia 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 the applicable enabling laws, rules and regulations. The County may, pursuant to applicable law, adjust the powers of the Transit Committee from time to time, provided that during the term of this Agreement, if such adjustment of the powers of the Transit Committee shall substantially limit or diminish Veolia's rights under this Agreement without Veolia's written consent, then such limitation or diminishment of Veolia's rights shall be deemed, upon written notice by Veolia to the County, a Termination pursuant Section 18.5. In the event that the Transit Committee is not created at or before the Effective Date of this Agreement,

or is subsequently eliminated 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. Upon reasonable advance request of the Transit Committee, Veolia shall provide a meeting room which will reasonably accommodate Transit Committee meetings, including space for the public to attend if required by applicable laws.

**2.2 Scope of Services.** Subject to the provisions of this Agreement and as permitted by law, Veolia shall directly manage, operate and maintain the County's 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 (FTA) and New York State Department of Transportation (NYSDOT) requirements. Veolia shall submit to the Transit Committee for approval a written locally developed process for soliciting and considering public comment (the "Public Participation Plan") to be in place prior to any proposed fare increase, in accordance with all applicable laws, rules and regulations.

**2.3 (a)** Veolia's roles and responsibilities shall be as follows (the "Services"):

Subject to the terms and conditions of this Agreement, manage, operate and maintain the Transit System, including but not limited to:

- 1) Preparation of an Annual Plan and Annual Budget to be submitted to the Transit Committee no later than February 15, 2013, and each year thereafter, pursuant to Section 12.1(d) below, which shall include an annual performance measurement scorecard (a "Performance Scorecard") completed by Veolia 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;
- 2) Transit System operation and maintenance;
- 3) Short and long-term service planning;
- 4) Be the Employer of all employees of the Transit System, and in such capacity perform personnel recruitment, employment, development and training, management and oversight;
- 5) Financial planning (including forecasts, tracking, grants management and fares);
- 6) Assisting the County with capital planning and all grant management functions;
- 7) Administrative services (fiscal, personnel, risk management, management information systems, purchasing, and record keeping);
- 8) Customer relations;
- 9) Marketing and advertising;
- 10) Preparation of schedules and routing (subject to all required public hearing processes and County approvals);
- 11) Administration of all related sub-contracts;

- 12) Conduct requisite employee/labor relations activities as required by applicable laws and County policies;
- 13) 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.
- 14) 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) Diligently pursue the creation of the Transit Committee, and appoint members of such Transit Committee pursuant to applicable law. Additionally, through the Transit Committee acting on its behalf, the County shall review and approve the Annual Plan and Annual Budget and any requested changes thereto;;
- 2) Fully cooperate with Veolia to timely implement the approved Annual Plan and Budget and any changes thereto;
- 3) Receive and review all Transit System service reports;
- 4) Timely pay all approved fees and payments required of it hereunder;
- 5) Process all appropriate grant applications, as provided herein;
- 6) Supervise the Transit System in accordance with FTA regulations and other applicable laws, rules and regulations;
- 7) As more fully set forth herein, comply with all applicable Federal, State and County labor laws, including but not limited to Section 13(c);
- 8) 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
- 9) Deliver by the Commencement Date the Revenue Vehicles (as defined below), which have been inspected, certified and authorized by the New York Department of Transportation ("DOT") to be used by Veolia to operate the Transit System. As of the Commencement Date, the Revenue Vehicles shall be in compliance with applicable DOT standards;
- 10) Perform all other roles and responsibilities expressly required of it under this Agreement.

2.4 Service Adjustments. (a) Veolia shall have the authority to adjust headways and time points at its discretion according to customer demand.

(b) Veolia shall have the authority to adjust routes and service in accordance with the following guidelines:

- i. Individual trips within a route may be adjusted if eighty (80%) percent or more of the cost of the trip requires taxpayer subsidy, or



- ii. trips on a route may be adjusted if twenty (20%) percent or less of the capacity of the Revenue Vehicle is utilized by passengers, or
- iii. during the first two (2) quarters after the Commencement Date, up to six (6) routes may be eliminated if such service is duplicative in that the majority of passengers on such route have access to another route within one (1) mile.

(c) Prior to implementing any of the aforementioned adjustments, Veolia shall notify the Transit Committee in writing and shall comply with the public hearing process in accordance with the Public Participation Plan, if applicable.

(d) Notwithstanding the foregoing, for the first two (2) years after the Commencement Date, the current paratransit service area shall not be adjusted downward.

(e) ~~Service changes, other than those listed in this Section 2.4 as being within Veolia's authority, shall be made in accordance with Section 12 of this Agreement.~~

### 3. Service Standards and Performance Targets.

3.1 In addition to complying with all applicable legal requirements, the following Minimum Service Standards shall apply, all of which shall be reported on the Performance Scorecard:

(a) Veolia shall perform the Services so as to minimize risk, danger or harm to any person or property. Veolia shall ensure that its drivers fully comply with the drivers' standards listed in Section 6 below.

(b) Veolia shall perform the Services 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. Veolia 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) Veolia 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. Veolia shall include all applicable terms of this Agreement in all of its subcontracts under this Agreement.

(d) Veolia 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 Veolia shall be competent and able to perform the work assigned to them. Veolia 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, Veolia shall furnish copies of evidence of such licenses, skills and experience.

(f) Except for any permits furnished by the County, Veolia 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.

(g) Veolia 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.

(h) Veolia shall evaluate adherence to the service standards listed in subsection (g), and identify and implement solutions to minimize service disruptions or delays.

(i) Veolia shall immediately respond to and investigate accidents, as more fully described in Section 30 below.

(j) Veolia shall timely respond to all complaints regarding the Services.

(k) Veolia 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. Veolia 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 Transit System operations at its discretion and may conduct investigations and adherence checks without notice to Veolia to ensure Veolia'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 Transit System.

(l) In addition to applicable legal requirements, Veolia shall implement a system of regular and frequent maintenance checks for all Revenue Vehicles (as defined below) and Non-Revenue Vehicles (as defined below) and Equipment (as defined below) to ensure that such equipment is operative and safe.

(m) Veolia shall implement and continually improve policies, strategies, and procedures that endeavor to prevent, monitor and mitigate delays in Transit System operations and interruptions in excess of ten (10) minutes, regardless of cause. Veolia shall collaborate on an ongoing basis with the County on potential strategies for preventing and mitigating service delays and interruptions.

(n) Veolia shall establish written Security and Emergency Management Plans within ninety (90) days of the Commencement Date in order to maintain Transit System

operations in the event of, among other things, a labor strike or other concerted work action, 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. In this regard, Veolia 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, Veolia and the County shall jointly establish additional performance measurements for Services provided under this Agreement which will be reported in the Performance Scorecard. Veolia shall abide by the performance measurements attached hereto as Schedule 1 and made a part hereof. Veolia 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. Veolia shall make its personnel available to the County at all reasonable times to review and discuss Veolia's performance, possible adjustments to the Performance Scorecard, and methodologies for improvement of Veolia's performance hereunder.

3.3 Not earlier than July 1, 2012, the County may assess liquidated damages against and/or award incentives to Veolia in such amounts as are described in Schedule 1, for instances where there is a pattern and practice of Veolia's failure to comply with the standards set forth therein or where Veolia's performance materially exceeds such standards for reasons within the reasonable control of Veolia. The intent of liquidated damages and incentives is to encourage 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 Veolia in each instance of the basis upon which it proposes to assess liquidated damages, not more than forty-five (45) days after the County knows or should have known of the occurrence of said instance, and Veolia shall be provided 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 Veolia pursuant to this Section 3.3.

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

4.1 The parties acknowledge and agree that Veolia, in consideration of the Compensation to be paid hereunder, will be solely responsible for providing the Services and, except as otherwise expressly set forth herein, for 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. It is the intent of the parties that Transit System Costs are the sole responsibility of Veolia, whether or not exceeded within the time period covered by any Annual Plan and Budget, consistent with the Quarterly Review process in Section 12.2 and Major Event provisions in Section 12.3. If exceeded, they shall not be carried into a subsequent year so as to be paid for indirectly by the County in the following year's Annual

Plan and Budget, but they 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 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 contemplated in Section 12. The total compensation (the "Compensation") to be paid by the County to Veolia 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 first day of each month following the month for which it is due, which is intended to compensate Veolia for its anticipated fixed costs of managing and operating the Transit System plus anticipated reasonable overhead and profit;
- 2) a Variable Fee, equal to the Platform Hour Rate (as defined in Section 4.3 below), measured from the time a Revenue Vehicle departs the operating Facility to the time the Vehicle returns to the operating Facility. The Variable Fee is intended to compensate Veolia for its variable costs of operating and maintaining the Transit System plus reasonable 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.** (a) The Fixed Fee shall cover the following costs, which, together with the costs covered by the Variable Fee below, are the Transit System Costs:

- 1) All administrative, supervisor and dispatcher employee labor and benefits;
- 2) Workers Compensation Insurance for these employees;
- 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) Advertising and Promotion;
- 10) Marketing, Customer Service and Rebranding; and
- 11) Utility costs.

(b) The Fixed Fee shall be adjusted each year as part of the Annual Plan and Budget submitted by Veolia to be approved by the Transit Committee each year. The Monthly Fixed Fee for the first year of Services (from the Commencement Date to December 31, 2012) shall be \$2,319,664.00.

**4.3 Variable Fee.** (a) 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. The Variable Fee for each successive year is intended to cover the following anticipated costs:

- 1) Operator and mechanic labor and benefits;
- 2) Worker's compensation insurance premiums and anticipated payments on claims under workers' compensation liabilities;
- 3) Revenue Vehicles parts, inventory, tires, fluids and other consumables necessary to maintain the Revenue Vehicles in good operating condition, repair or replacement, except as otherwise provided in Sections 2.3 and 8.2;
- 4) Fuel costs

(b) The Platform Hour Rates shall be adjusted each year in the Annual Plan for A) the greater of any increases experienced by Veolia 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 Veolia in items 1) through 4) 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 for Veolia the opportunity to earn a reasonable margin for overhead and profit for Veolia.

(c) The Platform Hour Rates for the first year of Services shall be \$87.12 for fixed route Services and \$55.81 for paratransit Services.

#### 4.4 Maximum Obligation; Sources of Funding.

(a) Unless otherwise expressly stated herein, or as modified in a writing signed by the County, the following is Veolia's estimate of the future availability of these funds by Budget Year (as defined herein), and these estimates shall be the maximum amount to be remitted by the County to Veolia each Budget Year under this Agreement. In order to align Budget Years to calendar years, the amount specified below for Year 1 represents 15 months of funding and the amount specified below for Year 10 (or year 5 if the option to extend is not exercised) is proportionately reduced to represent 9 months of funding:

i. Year 1 (1/1/2012-3/31/2013)	\$132,947,195*
ii. Year 2	\$107,202,870
iii. Year 3	\$108,779,344
iv. Year 4	\$111,076,211
v. Year 5	\$113,620,694**
vi. Option Year 6	\$116,667,863
vii. Option Year 7	\$120,120,638
viii. Option Year 8	\$123,630,328
ix. Option Year 9	\$127,249,032
x. Option Year 10	\$ 98,299,914***

\* \$106,357,756 divided by 12 and multiplied by 15 months

\*\* \$85,215,520.50 if reduced to 9 months (option not exercised)

\*\*\* \$131,066,552 divided by 12 and multiplied by 9 months

(b) The sources of funding available to the County and Veolia to pay for the Services provided by Veolia 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 Veolia in developing and adjusting the Annual Plan and Budget and by the Transit Committee in its actions relating to the Annual Plan and Budget.

(c) The County at its sole discretion shall have the right to adjust the amounts set forth in subsection (a) above 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 shall be made as a result of such revenue growth.

**4.5 Payments for Services.** Subject to Veolia's compliance with the County's bill-paying procedures, by the first day of each month, the County shall pay Veolia 1/12<sup>th</sup> of the annual Fixed Fee as set for the in the Annual Plan and Budget approved by the County. By the fifteenth day of each month Veolia will submit to the County a written invoice containing a summary of actual Platform Hours operated the previous month. Subject to Veolia's compliance with the County's bill-paying procedures, the County shall pay to Veolia the Variable Fee within thirty (30) days of receipt of Veolia'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 County, it being understood that in 2012, Veolia will credit the actual Farebox and Advertising Revenues received in the prior month against the Fixed and Variable fees owed and, beginning in 2013, Veolia will credit 1/12 of the estimated annual Farebox and Advertising Revenues identified in the Annual Plan and Budget against the Fixed and Variable Fees owed. Beginning in 2013, to the extent that there is a deficiency in actual revenues received 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.

#### **5. Personnel; Employee Minimum Qualifications; Labor Relations.**

**5.1** (a) Veolia 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 Veolia as an independent contractor; provided, however, that within the staff engaged by Veolia there shall be the following full-time professionals as identified below to serve in the respective noted positions (the "Senior Management Team"), until replaced as described below.

Michael Setzer, CEO  
Roger Chapin, COO

(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. Veolia 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 his or her duties for a period exceeding sixty (60) days, or in the event of such person's termination by Veolia for "Cause" as hereinafter defined, Veolia shall provide a qualified individual to fill said position for as long as such inability continues, or replace such individual, if determined necessary by Veolia. 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, Veolia will be so advised in writing by the County. Following receipt of such notice, Veolia 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 Veolia 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 Veolia, constitutes a material breach of the Senior Management Team employee's terms of employment, including any material breach of Veolia's Code of Business Conduct, or that is otherwise immoral, illegal, unethical or that threatens to bring the name of Veolia or the County into ill-repute.

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

**5.3** (a) Veolia shall comply with the following Minimum Employee Requirements:

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

- 1) 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.
- 2) 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.

- 3) 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.
- 4) Provide wage and salary administration as needed. Complete salary surveys, conduct job analysis, analyze salary survey data, and prepare job descriptions for budgeted positions.
- 5) Veolia shall require that all employees are fully knowledgeable of areas of responsibility and prepared to carry out their duties and responsibilities.
- 6) Veolia 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, federal and local laws, rules and regulations, 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) Veolia 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) Veolia 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. Veolia shall arrange for such training and shall assure that all relevant personnel have received appropriate training. Veolia 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 Veolia 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 Veolia's Handbook as amended from time to time, and the requirements of this Agreement.~~

(f) Veolia shall establish drivers' work schedules that 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) Veolia 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 or USDOT, and produce any documentation necessary to establish its compliance with these parts. Veolia 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) Veolia shall certify annually its compliance with Part 655 within 30 days after the FTA publishes the Annual List of Certifications and Assurances and each year thereafter and shall submit to the County the required Management Information System (MIS) reports in both electronic and hard copy before March 15, 2012, and each year thereafter. To certify compliance, Veolia 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) Veolia 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) or type of test (drug or alcohol), and date and time of the test. Upon request by the County or any other authorized government official, Veolia 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 Veolia 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"). Attached hereto as Schedule 2, is a listing of the County Assets that are being licensed to Veolia for the operation of the Transit System as of the Commencement Date.

(b) The term of the License shall run and terminate concurrently with the terms of this Agreement.

**8.2** (a) Except for bus-bridging for the Long Island Rail Road, (which service shall be accounted for as revenue of the Transit System), unless otherwise approved in writing by the County, Veolia 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. Veolia 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. Veolia 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, Veolia 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 Veolia must compensate the County for such damaged County Assets. In lieu of compensation, Veolia may elect to replace the damaged asset, it being understood that any such replacement costs shall be considered a Transit System Cost. Unless properly authorized in writing by the County, Veolia 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 Veolia or the County. Any County Assets licensed to Veolia 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) Veolia 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 Veolia's sole cost and expense. Veolia 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) Veolia shall have the right to install equipment and make minor alterations to any non-vehicle County Assets as listed on Schedule 2 (the "Non-Vehicle County Assets"), 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 Veolia's sole cost and expense. Veolia 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, Veolia 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. Veolia will cooperate with the County in disposing of any approved removed Vehicles, and Veolia 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 registering all Vehicles 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 Veolia 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 Veolia solely with funds provided by Veolia for its use in carrying out the Agreement ("Veolia Assets") shall be made and taken in the name of Veolia and said items shall remain the property of Veolia; provided however that any Veolia Asset that becomes affixed to a Non-Vehicle County Asset shall become the property of the County upon such affixation. Veolia may use the Veolia Assets for any lawful purpose at its sole discretion.

**8.5** Neither Veolia 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. Veolia agrees to notify persons furnishing repairs, supplies and other necessities for the Vehicles that neither Veolia nor any of its agents have the right to incur, create or permit to be imposed on the Vehicles any lien whatsoever.

**8.6** The County has or will enter into agreements regarding any non-county owned properties ("Non-County Properties") listed on Schedule 3, and once such agreements are entered into, Veolia shall be authorized by the County to access and use such Non-County Properties, for the delivery of Services in accordance with this Agreement. Subject to the limitation below, Veolia shall maintain the Non-County Properties in accordance with the maintenance requirements of the County agreements. During the first Budget Year, Veolia's cost for maintenance of Non-County Properties shall not exceed \$20,000. In subsequent budget years the full cost of Non-County Property maintenance shall be included in the Annual Plan and Budget.

## **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.

(b) Pursuant to Section 14 hereof, Veolia shall assume no obligation for and the County shall retain full responsibility to, indemnify, defend and hold Veolia harmless from any and all damages that result directly from any environmental condition existing on any

County Asset on or before the Commencement Date, including cost of investigation, removal, remediation and or abatement ("Pre-existing Environmental Condition").

9.2 (a) Veolia 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 Veolia 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) Veolia 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 Veolia 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 Veolia; (b) the release or threatened release of any Hazardous Substance at a location where Veolia 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 Veolia or the failure of the foregoing to exercise due care in its operations; (d) the utilization of the County Assets by Veolia for non-permitted uses; or (e) the breach by Veolia 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) Veolia 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) Veolia 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.

(c) Veolia 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 ETA requirements, including but not limited to Circulars 5010.1D and 9030.1D as promulgated and updated from time to time by the FTA.

(d) Veolia shall assume responsibility for all repairs and all maintenance of the Vehicles after the Commencement Date, 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~~ Veolia 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. Veolia 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 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, Veolia 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 5010.1D.

(b) Veolia 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 Veolia to the same value as of the Commencement Date, including but not limited to those set forth on Schedule 2.

(c) At a minimum, Veolia shall conduct physical inspections of FTA funded equipment before October 1, 2012 and thereafter as required by all applicable laws. Said inspection shall be conducted with an authorized representative from the County. Veolia shall reconcile the physical inventory with equipment records and submit this documentation to the County.

(d) The County may conduct unannounced or noticed site inspections of any real or personal property used in the performance of the Services to ensure Veolia is maintaining control of the County Assets.

(e) Veolia shall not remove any County Asset from transit service except in accordance with Section 8 above.

(f) Veolia 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) Subject to Section 4 above, each year, Veolia shall prepare an Annual Plan which shall set forth Veolia's proposal for the following year's service level, program of services and service changes from the previous year, including 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 Office of Real Estate Services) for its approval each year for the forthcoming year. Once approved, the Annual Plan shall be adhered to by the parties unless and until amended as provided herein.

(b) The Annual Plan shall include an Annual Budget. Said Budget shall project the revenue and expenses for the next Budget Year and shall propose the Fixed Fee and the Platform Hour Rates for Fixed Route and Paratransit Services for the forthcoming year, subject to Section 4 above. Veolia's proposed Fixed Fee and Platform Hour Rates shall be based upon Veolia's detailed projections of 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 as and when those changes are realized or identified.

(c) The Annual Plan shall include an update to the Five (5) Year Capital

Improvements Program, setting forth all proposed capital expenditures and the sources of funding.

(d) In compliance with all applicable laws, a proposed Annual Plan (including the Annual Budget) and amendments thereto shall be provided to the Transit Committee prior to February 15. In the event that by March 31st the Transit Committee for any reason, (other than Veolia's failure to cooperate with the Transit Committee's reasonable requests for documents and information), does not approve all aspects of the proposed Annual Plan submitted, or Veolia and the Transit Committee have not reached an agreement as to changes to it, the Annual Plan established for the year then ending shall continue to apply for a period not to exceed sixty (60) days thereafter (until May 1), during which time Veolia and the Transit Committee shall engage in good faith negotiations to reach agreement on all aspects of the Annual Plan. Upon agreement, the Annual Plan and Budget shall be retroactive to the beginning of the Budget Year until the beginning of the next Budget Year of this Agreement. In the event no Annual Plan is agreed upon and approved within the 60 day period, Veolia shall have the right to terminate the Services under this Agreement in accordance with Section 18.3. In such event the Annual Plan and 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 Veolia shall receive, in accordance with Section 4.4, those Federal and State funds, and County matching funds, earmarked for the Services to be provided by Veolia 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 is not caused by Veolia. 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 Budget. Extraordinary Transit System Costs are not Transit Systems Costs and are not included in the then current Annual Plan and Budget nor are they the responsibility of Veolia. A 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.** Subject to Section 4 above, the projected revenues and costs contained in the Annual Plan and Budget shall be compared to actual revenues and costs at least quarterly. In the event that (i) actual revenues are below projected revenues; (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, Veolia 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 Veolia 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 any public hearings required by law and approval by the Transit Committee. In the event the Transit Committee declines to approve adjustments determined necessary by Veolia, the County may elect to identify and appropriate additional County resources equal to the Veolia projected revenue shortfall or cost overrun through amendment of this Agreement. If the Transit Committee refuses or fails to either approve a reasonable and necessary service or fare adjustment for the projected shortfall or cost overrun, for a period of one quarter, or the County, over the same period, fails to identify and appropriate additional County resources equal to Veolia's reasonable and supportable projected revenue shortfall or cost overrun through amendment of this Agreement, Veolia 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) Subject to Section 4.1, above, the occurrence of one or more of the following events or circumstances shall constitute a "Major Event" which shall mandate an immediate review and change to service, routes, Fees and/or fares, subject to the provisions of Section 12.3(b):

- i. Material changes in the funding identified in the Annual Plan and Budget beyond the control of Veolia or the County;
- ii. 13(c) Claim, if any;
- iii. Other labor related issues that meet the materiality requirements of subsection (b) below.

(b) Upon the occurrence of a Major Event which results in a material adverse financial impact to the Annual Plan and Budget, changes to service, routes and/or fares shall be implemented in a manner consistent with Section 2.4:

- i. Non-Major Changes, reduction of Unproductive Services and Temporary Service Changes can be carried out by Veolia.
- ii. Major Changes (as defined below) including fare changes require the approval of Veolia and the Transit Committee.

(c) 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. "Non-Major Change" means anything that is not a Major Change.
- iii. "Temporary Service Change" shall mean any service change that is effective for a period of less than six months.
- iv. "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.

(d) The number of service hours to be reduced as a result of a Major Event shall be equal to the result of the following calculation: Cost impact of the Major Event/cost per Platform Hour = approximate number of service hours to be reduced.



(e) In the event of a Major Event that is the result of a 13(c) Claim arising under subparagraph 15.1(c)(ii) and not covered under subparagraph 15.1(c)(iii), the Transit Committee shall approve all reasonable and necessary changes to satisfy said 13(c) Claim as prescribed under Section 15.1(c)(ii) as a condition precedent to Veolia having any financial responsibility for any 13(c) Claim under Section 15(c)(iv) or otherwise.

12.4 Veolia 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 Veolia shall be authorized to implement it.

12.5 The parties covenant and agree to act in good faith with each other, acknowledging that Veolia 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 Veolia shall maintain such liability and property insurance as specified herein, specifically naming the County as an additional insured, covering claims for damages for personal injuries, including death, as well as claims which may arise from operations or the performance of the Services. Veolia 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. Veolia 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 Veolia provides and maintains coverage during the Term of the Agreement for the benefit of such Veolia'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) "All Hazards" Commercial 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 Veolia 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. Veolia shall be responsible for the payment of all deductibles to which such policies are subject as a Transit System Cost. Veolia shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Veolia 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, Veolia shall provide written notice to the County of the same and deliver to the County renewal or replacement certificates of insurance. Veolia 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 Veolia to maintain Workers' Compensation Insurance shall render this Agreement void and of no effect. The failure of Veolia 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** Veolia 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) Except as otherwise provided in Section 15, Veolia 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 Veolia 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 Veolia 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) Veolia shall be liable for any dishonesty or fraudulent misconduct or omission committed or directed by an officer, employee, or agent of Veolia or for any breach of this Agreement on the part of Veolia.

(c) Veolia shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Veolia'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 Veolia is responsible under this Agreement and Veolia shall pay and satisfy any judgment, decree, loss or settlement in connection therewith, including all costs and expenses associated therewith.

(d) Veolia 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 Veolia 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) Veolia and the County recognize that the current employees of the MTA Long Island Bus ("MTA LIB") comprise an experienced, trained workforce that is familiar with the current operation. Veolia agrees to make offers of employment to a majority of employees working for MTA LIB, if they are qualified and meet reasonable deadlines for application, recognizing Veolia's obligation to employ sufficient personnel to adequately staff the Transit System on the Commencement Date. Veolia has already met with TWU 252 in pursuit of that objective. Veolia agrees and has prepared to recognize TWU 252 as the collective bargaining representative of its applicable bargaining unit as and when authorized by law and to bargain in good faith to reach agreement regarding the wages, benefits and other terms and conditions of employment of the TWU bargaining unit; provided, however, that Veolia has no obligation to assume or be bound by the terms and conditions of any collective bargaining agreement to which it is not presently a signatory. Veolia is prepared to meet with representatives of the SSSA regarding transitional employment for members of that bargaining unit and to discuss recognition for a bargaining unit of the employees it currently represents, if appropriate for bargaining and to the extent required under the National Labor Relations Act.

(b) To the extent applicable, Veolia 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 Veolia 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. In no case shall Veolia have any responsibility for a 13(c) Claim occurring before the Effective Date of this Agreement unrelated to the transfer or assumption of operations from Nassau County to Veolia and/or for actions by the County or other parties occurring after the termination of the Agreement. The foregoing notwithstanding, the parties agree that no valid claims and no liability arises under the 13(c) Agreements or Section 13(c) due to the transfer to or assumption by Veolia of bus operations pursuant to this Agreement or any of the actions contemplated by the parties under this Agreement and nothing herein shall be construed as an acknowledgment of the same. Nevertheless, each of the parties will 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 Veolia to another service provider, or any other action or event relating to this Agreement. If Veolia fails to comply with this obligation, and any employee action taken with the

assistance or encouragement of Veolia results in a 13(c) Claim or liability, then Veolia 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 Veolia that are not directed or approved by the County, as more fully described in subsection (iii) below, shall be the sole financial responsibility of Veolia. All other 13(c) Claims, including costs of defense, arising out of the transition and assumption of the workforce and/or by reason of any actions taken by Veolia 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) Claim arising out of or related to operational decisions made by Veolia without County (or the Transit Committee, as applicable) direction or approval shall be the financial responsibility of Veolia. For purposes of this Subparagraph, "direction or approval" shall be deemed to include operational decisions identified by Veolia 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 13(c) Claims arising from the terms and conditions imposed by Veolia in the absence of any applicable collective bargaining agreement reached with the labor unions. Veolia 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) 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, Veolia 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 Veolia and, credited monthly against amounts due from the County as provided in Sections 4 and 12. Beginning with the second Budget Year, should farebox revenue fall short of the annual projected revenue or exceed the annual projected revenue, Veolia 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 revenue. Should the surplus or shortfall exceed 5% on an annualized basis of the annual projected farebox revenue, the amount in excess of 5% shall be shared or made up in equal portions by Veolia and the County; provided that a farebox shortfall of greater than 10% of the annual projected farebox revenue for two quarters shall give rise to the right of Veolia 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 revenue surplus in excess of 10% shall be deposited and maintained in a separate account ("Reserve Account"), to be established by Veolia for use by both parties as established in the Annual Plan and Budget. Except for the Reserve Account, the treatment of farebox revenue, including the banking thereof, shall be as directed by Veolia.

(b) Veolia 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. Veolia shall negotiate any necessary agreements for the use of fare mediums controlled by other transit systems and shall be a party to such agreements.

(c) Veolia shall (i) maintain the fareboxes and the entire fare collection system to OEM specifications, (ii) shall perform regular preventive maintenance as well as corrective/component replacement as needed, and (iii) shall 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. Veolia shall accurately and fully report farebox revenue to the County as provided herein.

(d) Cash fares, tickets, transfers and tokens or other fare media shall be collected, counted, deposited and reported to the County 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.

**16.2** Fares charged by Veolia shall be no more than the fare charged on the Commencement Date of this Agreement except as otherwise provided herein. The current County fare structure is set forth in Schedule 5. Veolia 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 in accordance with Section 1.1(g) and Exhibit A and in accordance with all applicable laws.

**16.3** Veolia 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 Veolia 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 Veolia 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 Veolia and subject to Veolia'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, Veolia, 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 Veolia, or terminated upon mutual written agreement of the County and Veolia, 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 Veolia, 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 Veolia's receipt of the County's notice to terminate for its convenience, Veolia 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 may be

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 Veolia 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 Veolia (at the rates established in the then current



Annual Plan and Budget) for Services performed up to the effective date of the termination. Veolia shall submit a termination claim with appropriate supporting documentation within ~~sixty (60) calendar days of termination~~ claiming such other costs reasonably incurred by Veolia resulting from the termination. The claim shall be subject to review and approval by the County and shall be paid to Veolia within ninety (90) days of submission, subject to Veolia's compliance with the County's bill-paying procedures.

(d) Upon failure of Veolia to submit a termination claim within the time specified, the County will determine the amount due Veolia, if any, on the basis of information available, and will pay Veolia 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, Veolia and the County may agree upon the total or partial amount to be paid to Veolia by reason of the total or partial termination of the work pursuant to this Section. Nothing in the following Subsection, which deals with the failure to reach agreement on the total amount to be paid to Veolia, 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 Veolia and the County to agree on the total amount to be paid to Veolia by reason of the termination of work pursuant to this Section, the County will pay Veolia 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 Veolia as of the effective date of the Notice of Termination, including overhead, and fixed fee multiplier or profit, as determined in accordance with the Agreement, reduced by any sums previously paid to Veolia.
- 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 Veolia would have sustained a loss on the entire Agreement had it been completed, Veolia 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.

(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 Veolia.

(h) In arriving at the amount due to Veolia under this Section, retention shall be made for the following:

- 1) The agreed value of any claim that the County may otherwise have against Veolia 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 Veolia 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 Veolia 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 Veolia 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 Veolia to the County.

(j) Veolia shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section 18.1. Payment to Veolia in accordance with this Section shall constitute Veolia'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 Veolia by the County.**

(a) Subject to subsection (b) below, the County may terminate Veolia's Services, in whole or in part, for default under any of the following circumstances.

- 1) Failure or refusal of Veolia to perform any work or services required under the Agreement, or violation of any duty required of Veolia under the Agreement.
- 2) Violation by Veolia of an order or requirement of the County authorized by or within the scope of the Agreement.
- 3) Abandonment of the Agreement by Veolia.
- 4) A filing by or against Veolia of a petition in bankruptcy, reorganization, insolvency, conservatorship, or similar proceeding.
- 5) Failure of Veolia to pay any amounts owing to any persons performing any portion of the work, or the failure of Veolia 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 Veolia by the County.

- 6) The attachment, levy, execution, or other judicial seizure of any portion of Veolia's property, or any substantial portion of the other Veolia 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 Veolia, the Services, or the Agreement.
- 8) Failure to indemnify any party that Veolia is obligated to indemnify under the Agreement.
- 9) Failure to promptly correct or re-perform rejected work or Services.
- 10) Conviction of Veolia 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 Veolia is in default of the Agreement, the County shall notify Veolia by issuing a Cure (show-cause) Notice describing the default. If Veolia 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 Veolia fails to commence to cure within said time, or, in the case of a serious safety violation, Veolia fails to commence the cure within five (5) calendar days, and Veolia fails to diligently proceed to cure within the time necessary to cure said default, the County may, by written notice, immediately terminate Veolia'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, Veolia shall be liable for any damage to the County resulting from Veolia's default.

(c) Upon the County's termination of the Agreement because of Veolia'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 reasonable judgment, best accomplish such continuance; provided that Veolia 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 Veolia to fulfill its contractual obligations, Veolia shall be liable to the County for any reasonable excess costs occasioned to the County above what would have been due Veolia 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 Veolia to fulfill its obligations, will be charged to Veolia and will be deducted by the County out of such payments as may be due or may at any time thereafter become due to Veolia. If such costs and expenses are in excess of the sum which otherwise would have been payable to Veolia, then Veolia 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 Veolia 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 Veolia 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. Veolia 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 Veolia has not so failed, the termination shall be deemed to have been effected for the convenience of the County. In such event, all sums paid to or claimed by the County by reason of the alleged default of Veolia shall be reimbursed to Veolia and adjustments shall be made as provided in Section 18.1 entitled "Termination for Convenience of the County", herein.

(g) Veolia shall not be entitled to anticipatory or consequential damages as a result of any termination under this Section. Payment to Veolia in accordance with this Section shall constitute Veolia'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 Veolia 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 submitted to it by Veolia in the time frame specified in Section 12.1, or fails or refuses to approve reasonable route, service or fare adjustments as recommended by Veolia 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 Veolia. Termination of the Agreement shall be effective (i) one (1) year from the end of the sixty (60) day period specified in Section 12.1, (ii) one (1) year from the date of Veolia's notice of termination which notice may be given when 45 days have passed since Veolia provided to the Transit Committee the recommended service changes or fare adjustments in response to the Major Event and the County has not taken final action to fully mitigate the financial effects of the Major Event, or (iii) 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, Veolia's Services shall terminate and Veolia 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 Veolia's obligations in Section 26 and Veolia's obligation to return all County Assets pursuant to Section 8 above. Provided Veolia 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 Veolia, in accordance with applicable terms of this Agreement, up to the date of termination by Veolia.

**18.4 Termination by Veolia for Default of the County.** If the County materially breaches this Agreement, including without limitation, fails to pay an invoice from Veolia within sixty (60) days of receipt by the County, and (i) the invoice was submitted to the County in accordance with the County's bill-paying procedures, and (ii) the County fails to cure such breach or nonpayment within sixty (60) days after written notice to the County by Veolia specifying the nature of the default, Veolia shall have the right to terminate this Agreement in accordance with all of Veolia's obligations in Section 26 and Veolia's obligation to return all County Assets pursuant to Section 8 above.

**18.5 Termination by Reason of Section 2.1.** In the event that the Transit Committee powers are adjusted by the County so as to substantially limit or diminish Veolia's rights under this Agreement, as referenced in Section 2.1 above, then Veolia shall have the right to give written notice to the County to cure said adjustment, specifying the reasons for the objection, whereupon the County shall have a period not to exceed 90 days from date of receipt of said written notice, to cure the objections of Veolia. In the event that the County fails to timely cure said objection within ninety (90) days, or if, despite the due diligence of the County, the cure cannot be accomplished within ninety (90) days then within such additional time as is required to accomplish the cure if diligently pursued, Veolia shall have the right to terminate this Agreement. Any termination under this Section 18.5 shall be treated as a Termination for Convenience of the County as provided in Section 18.1 above.

#### **19. Advertising Revenues.**

**19.1** Veolia 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. Veolia 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. Veolia shall maintain the advertising in a clean and attractive condition at all times and shall be responsible for all costs associated therewith.

**19.2** Veolia 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 Veolia has an agreement with another party for advertising rights to its transit fleet, all revenues generated to Veolia by advertising on the Revenue Vehicles used in the Transit System shall become the property of Veolia. In connection with the foregoing, Veolia will provide certified monthly reports of advertising revenue received. It is expressly understood that Veolia 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 Veolia for such advertising or marketing services. In the event that Veolia deems it necessary or advisable to post any service notices on such waiting facilities, Veolia may do so in coordination with 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, Veolia 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. The County will fully cooperate with and assist Veolia to the maximum extent reasonably possible in obtaining said authority. 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, Veolia agrees as follows:

- 1) Veolia 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. Veolia has the right to cure such breach within thirty 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, Veolia 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. Veolia acknowledges that Veolia 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 Veolia of such request prior to disclosure of the Information so that Veolia may take such action as it deems appropriate.

(c) Veolia 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, Veolia 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, Veolia is bound by and shall comply with the guidelines for Equal Employment Opportunities for Minorities and Women set forth on Schedule 7.

21.2 (a) Veolia 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 required 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 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 Veolia shall hold the County harmless for Veolia'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 Veolia 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 Veolia's cost of performing the Agreement shall be addressed in the Quarterly Review in accordance with Section 12.2 and contained in the next prepared Annual Plan and Annual Budget.

(d) Veolia 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

- 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
- 20) Drug-Free Workplace
- 21) Drug & Alcohol Program
- 22) Equal Employment Opportunity
- 23) ITS Architecture
- 24) American Recovery and Reinvestment Act

#### **22. Safety Practices.**

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

#### **23. Coordination of Services.**

**23.1** It shall be Veolia'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 it 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 Veolia.**

**24.1** Unless specifically authorized in writing by the County and except for bus-bridging for the Long Island Rail Road, Veolia 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, Veolia



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, Veolia 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. Veolia shall maintain and provide to the County all records regarding such alternate transportation services. Veolia 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 Veolia 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) Veolia 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, Veolia 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
7. Current run cut
8. Most recent ridership and farebox revenue reports
9. Any other non-proprietary and non-privileged or confidential information (e.g. employee privileged information such as medical or disciplinary documents) maintained by Veolia and reasonably accessible to it that is reasonably required to effect the transition.

(b) Veolia 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. Veolia 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) Veolia's reasonable costs of compliance with the requirements of this Section (b) shall be directly reimbursed by the County to Veolia 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 Veolia by the County.

(c) Veolia 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, Veolia 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, Veolia 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, Veolia shall work with 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) Veolia shall fully cooperate with the County in implementing the Services. Veolia 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) Veolia shall maintain voice communications with its bus operators at all times while Transit System Revenue Vehicles are on the road. Veolia shall prohibit its drivers from using cell phones while operating Revenue Vehicles.

(c) Veolia 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, Veolia 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. Veolia 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) Veolia agrees that for and during the entire Term of the Agreement, any information, data, figures, records, findings and the like received or generated by Veolia 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, Veolia agrees that it will continue to treat as private and privileged any information, data figures, records and the like, and will not release any such information 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.~~ Veolia shall promptly notify the County of any service of process seeking disclosure of information so that the County may take those actions necessary to protect the County's interests.

(b) Except for general data (including, for example, data identifying localities where Veolia provides transit services together with a general description of the nature and extent of the services), Veolia shall not publish information or technical data specific to the Services hereunder acquired or generated by Veolia in performing the 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) In the event that Veolia receives a FOIL request for disclosure of Information, Veolia 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) Veolia shall collect and record data as required by applicable laws or at the County's or 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) Veolia 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 other 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.

(c) Veolia shall be required to have internet access to remain current with all New York State, County and Federal rules and regulations and transportation industry practices.

(d) All statistical data and reporting supplied to the NYSDOT or FTA by Veolia 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, Veolia 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 resulting in sufficient damage to a Revenue Vehicle that said Vehicle must be towed from the accident scene. Veolia 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, Veolia shall notify all other agencies of any such accidents and incidents as is required by applicable federal, state or local laws.

(b) Veolia 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, Veolia shall immediately direct the individual operating the bus 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 US Department of Transportation (DOT) 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 Veolia 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 Veolia 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 Veolia under the terms of this Agreement.

(e) Veolia shall develop and submit to the County Attorney's office written quarterly reports of all accidents or incidents involving County Assets. Veolia's performance under this Section 30 shall be measured on the Performance Scorecard.

### **31. Independent Contractor.**

31.1 (a) Veolia is an independent contractor of the County. Veolia shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Veolia (a "Veolia 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) Veolia and the County agree that no persons supplied or employed by Veolia in the performance of Veolia'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. Veolia 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) Veolia 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, Veolia 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) Veolia shall provide employees of the Nassau County Office of Real Estate Services and any of its designated representatives with office space or a workstation for the purpose of examining such Records and/or monitoring Veolia's compliance with this Agreement and applicable Federal, State and County laws, rules and regulations.

(b) Veolia 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 Veolia, for the purpose of observing and/or monitoring Veolia's compliance with this Agreement and applicable Federal, State 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.

**32.3** Veolia shall employ staff that shall be completely familiar with the financial record keeping and reporting requirements of Veolia, 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) - Veolia 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 - Veolia 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 Veolia's personnel. Veolia 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 - Veolia 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. Veolia 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. Veolia 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. Veolia 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) Veolia 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) Veolia shall develop for the County's consideration and collaborative agreement marketing and branding program designed to promote the Services and increase ridership. Following agreement with the County on such marketing and branding program, Veolia shall be solely responsible for the creation, implementation and management of the

marketing and branding program.

(c) The County may request that Veolia 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. Veolia 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) Veolia 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 Veolia 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) Veolia 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. Veolia shall assist the County with such grant applications and any other funding opportunities that may be available. The County may direct Veolia to submit grant applications directly to federal or state entities on behalf of the County, by separate written agreement. Veolia shall not submit grant applications directly to federal or state entities unless authorized to do so by the County in writing.

(c) Veolia 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 5010.1 D, Capital Investment Program Guidance and Application Instructions FTA Circular 9300.1 B, Urbanized Area Formula Program: Program Guidance and Grant Application Instructions FTA Circular 9030.1 D, 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 4220.1 F, 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 current FTA Master Agreement is attached hereto as Exhibit C.

(d) Veolia 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. Veolia 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. Veolia 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 Veolia of these meetings in advance. Upon the County's request, Veolia shall initiate and manage all such meetings.

(e) Veolia 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. Veolia shall be responsible for monitoring the Federal Register for such annual publication.

### **36. Service Planning**

**36.1** Veolia shall be responsible for developing a long-term plan for the future of the Transit System within one year of the Commencement 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 Veolia or the County. Veolia 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.

### **37. No Arrears or Default.**

**37.1** Veolia 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. Veolia 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 Veolia and have been modified or amended without County, federal or state funds to fulfill the Services hereunder, or (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 Veolia 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 Veolia 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 Veolia, 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 Veolia, provided that such use is limited to the Nassau County geographic area.

(b) Except as provided in Section 38.1(a), 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. § 101, and Veolia shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. Veolia 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) Veolia shall indemnify and hold harmless the County and all of its Officers, employees and agents ("Indemnified Parties") against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees and disbursements) and damages ("Losses") arising out of or in connection with any claim for infringement by Veolia or the County due to any acts or omissions by Veolia, of any copyright, trade secret, trademark or patent rights of design, systems, drawings, graphs, charts, methodologies, specifications or printed matter furnished or used by Veolia in the performance of this Agreement. Veolia 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) Veolia'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 by referring to the Director of Real Estate and the CEO of Veolia's Senior Management Team for an amicable resolution.

**39.2** If any such dispute, difference or disagreement is not satisfactorily resolved in accordance with Section 39.1 within thirty (30) 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 Veolia 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. Veolia shall send or deliver copies of the documents presented to the County Attorney under this Section to each of (i) the Department and the (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 Veolia shall allege that the above-described actions and inactions preceded Veolia's action or special proceeding against the County.

- 2) Such action or special proceeding is commenced within the earlier of (i) two (2) years of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) 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, Veolia 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. Veolia shall provide to the County written quarterly updates of all subcontracts entered into (and a summary of the applicable Scope of Work for each subcontract) during the preceding three month period.~~

**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 the 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) Veolia is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether Veolia 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. Veolia 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 Veolia.

(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) Veolia 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) Veolia shall notify the County of the need for additional printed materials.

**47. Administrative Service Charge.**

**47.1** Veolia 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 (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** The obligations of the parties under this Agreement notwithstanding, neither party shall be liable for any alleged breach, failure, delay, or interruption of service or for any alleged breach, 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, Veolia 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:

Carl Schroeter, or his successor  
Nassau County  
Office of Real Estate Services  
1 West Street  
Mineola, New York 11501

For Veolia:

Steve Shaw, or his successor  
Veolia Transportation Services, Inc.  
2100 Huntingdon Avenue  
Baltimore, Maryland 21211  
and

Michael Setzer, or his successor  
Veolia Transportation Services, Inc.  
700 Commercial Avenue  
Uniondale, New York 11530

**50.2** Any notice required under this Agreement shall be as follows:

To the County:

John Ciampoli, Esq., or his successor  
Nassau County Attorney  
1 West Street  
Mineola, New York 11501

With a copy to:

Carl Schroeter, or his successor  
Office of Real Estate Services  
1 West Street  
Mineola, New York 11501

To Veolia:

Ken Westbrook, President and COO  
Veolia Transportation Services, Inc.  
720 East Butterfield Road  
Suite 300  
Lombard, IL 60148  
Attention: President and COO

With a copy to:

Alan B. Moldawer  
EVP and General Counsel  
Veolia Transportation, Inc.  
720 East Butterfield Road  
Suite 300  
Lombard, IL 60148

**50.3** 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);

**50.4** The parties may from time to time change the designated persons in sub-sections 50.1 and 50.2 above upon written notice to the other party

**51. Complete Agreement; Applicable Law; Incorporated Documents.**

**51.1** 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 a writing signed by authorized representatives of both parties intending to waive, amend or modify such terms of this Agreement.

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

Schedules:

- 1 - Performance Scorecard
- 2 - County Assets
- 3 - Non-County Properties
- 4 - Maintenance Plan
- 5 - Fares
- 6 - Nassau County Local Law 1-2006 Certificate of Compliance
- 7 - Nassau County Local Law 14-2002 Equal Employment Opportunities for

Minorities and Women

- 8 - Operator-Assisted Telephone Lines

Exhibit:

Exhibit A - Policies and Standards for Marketing and Advertising  
Exhibit B - FTA Master Agreement

Riders:

Rider A - FTA Clauses  
Rider B - New York State Clauses

### 52. No Third Party Beneficiaries

**52.1** This Agreement is entered into solely for the benefit of the County and Veolia. 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 or otherwise required by law 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.

### 56. Preparatory Activities

**56.1 Scope of Work.** The Parties acknowledge and agree that prior to the Commencement Date Veolia will conduct the following activities and such other activities as are further identified and agreed by the parties in preparation for commencement of the Services:

- Full identification of current MTA activities in delivering Long Island Bus services
- Labor evaluation and discussions/negotiations
- Develop Metro Card agreement
- Determine mechanisms for transfer of state grants from MTA to County
- Review status of federal grant agreements
- Develop process for review of maintenance records, inspection, repair of defects and transfer of LIB property/vehicles from MTA to County/Veolia
- Review MTA employee benefits and develop alternative proposals
- Review current service - hours, headways, routes - for cost effectiveness and potential revisions

- Evaluate revenue management – including fare collection, money counting, and depository receipts
- Evaluate calculation and receipt of fare share from MTA/Metro Card
- Identify and review contracts for goods and services currently used in operation of LIB and determine whether to transition or replace each contract
- Develop new contractors/contracts for necessary services not transitioned from current contractors
- Evaluate current staffing and develop staffing plan for implementation at transition
- Facility inspection and preparation for transition
- Conduct phase I environmental review of all real estate to be used after transition

**56.2 County Support.** In furtherance of and support to Veolia's undertaking of the above tasks, the County designates Veolia as its representative and agrees that it will, to the fullest reasonable extent of the County's capabilities:

- Provide/assist Veolia in obtaining documentation and records necessary for Veolia's preparation activities
- As requested, assist Veolia by facilitating contact/discussions with individuals and entities and access to facilities and equipment
- Arrange for full open access to facilities and LIB personnel

**56.3 Compensation for Preparatory Activities.** (a) Veolia shall document the costs it incurs in performance of the Preparatory Activities Scope of Work. Veolia shall provide the County with periodic reports of Preparation Costs incurred by Veolia or third parties engaged by Veolia. The County shall reimburse to Veolia (without fee or markup, and up to a maximum amount of \$1.06 million) all reasonable documented costs actually incurred for the items enumerated in Section 56.1 above that were incurred in the performance of the Preparatory Activities Scope of Work ("Preparation Costs") as set forth in (b) below.

(b) The Veolia Preparation Costs shall be reimbursed in full, subject to the maximum amount specified above, by the County in accordance with this subsection and in accordance with the County's bill-paying procedures. Within thirty (30) days after the Commencement Date, Veolia shall present a full recap of all Preparation Costs to the County together with supporting documentation therefor. The County shall review Veolia Preparation Costs. Following County approval of the Preparation Costs, the costs shall be amortized over a period of twelve (12) months and included in the applicable Annual Plan and Annual Budget as costs of the Transit System. In order that the Preparation Costs are included in the Annual Plan and Annual Budget for the first year of operation, Veolia shall include its best estimate of the likely Preparation Costs in the first Annual Plan and Annual Budget. The difference between Veolia's estimate and the County approved Preparation Costs shall be reconciled in the next prepared Annual Plan and Annual Budget.

(c) Should either party be prevented from implementation of Transit Services on the Commencement Date, and Veolia is not responsible for such failure to perform the Services, the County shall be obligated to reimburse Veolia (without fee or markup) up to the maximum amount specified in Section 56.3(a) above. Reimbursement in this case shall be due to Veolia within 30 days of Veolia invoice of said costs, accompanied by supporting documentation, in accordance with the County's bill-paying procedures.



(d) Should Veolia decline to implement the Transit Services by the Commencement Date and choose not to perform the Services, the County shall not be obligated to reimburse Veolia any Preparation Costs.

(e) The parties' obligations hereunder shall survive the termination or expiration of this Agreement.

#### 56.4 Transition Penalty

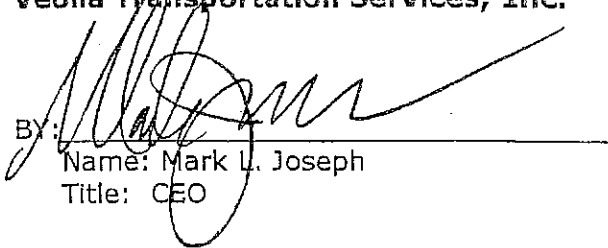
(a) Veolia is committed to fully operating the Transit Services beginning January 1, 2012 at 12:00am. In the event Veolia is unable to fully transition for reasons other than those (i) defined by Force Majeure or (ii) due to the failure of the County to provide deliverables as defined in this Agreement, in addition to all penalties and remedies available at law or pursuant to this Agreement, the County:

- i) shall have no obligation to pay for service hours programmed pursuant to the Annual Plan and Budget but not operated by Veolia, and
- ii) may, at the County's discretion, assess a penalty equivalent to the total number of scheduled service hours that were not operated by Veolia in the first month of scheduled service times the Platform Hour Rate specified in this Agreement, said total amount not to exceed a maximum penalty of \$200,000.00. Such penalty shall be deducted by the County from the Preparation Costs owed Veolia pursuant to this Section 56.

[Signature page follows]

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

**Veolia Transportation Services, Inc.**

BY:   
Name: Mark L. Joseph  
Title: CEO

**County of Nassau**

BY: \_\_\_\_\_  
Name:  
Title: Deputy County Executive

STATE OF Maryland )  
 )ss.:  
COUNTY OF Montgomery

On this 21<sup>st</sup> day of October, 2011, before me personally came Mark Lawrence Joseph to me known, who, being by me duly sworn, did depose and say that he resides at 7120 Fairfax Rd, Bethesda, MD 20814, that he is the CEO of Veolia Transportation 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 he signed his name thereto by like order.

Jessica L. Whyte  
Notary Public  
Montgomery County  
Maryland

*Jessica L. Whyte*  
NOTARY PUBLIC

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2011 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

66

SCHEDULE 1

Performance Scorecard

## Key performance indicators for Fixed Route

Category	Why it's important	Definition
<b>Financial</b>		
Revenue hours	Quantity of service offered	Actual hours of revenue-generating service operated
Service miles operated	Quantity of service offered	In-service miles operated by the system overall
Cost/mile	Measures operational efficiency	Overall Fixed route cost (including allocation of system overhead costs) divided by total service miles
Revenue/mile	Measures efficiency of service design & delivery based on revenue	Farebox and contract revenue divided by total service miles
Cost recovery	Measures operational efficiency in relation to tax subsidy support	Proportion of cost offset by non-subsidy revenue (e.g. from fares, contracts, or ads)
% of miles @ 100% recovery	Measures success in securing institutional financial support	System miles fully supported by fares, contracts and other non-tax revenues
<b>Customer</b>		
Calls answered ratio	Reflects performance in relation to demand	Calls answered/calls presented
Pass-ups	Measures match-up between service demanded and service provided	Operator-reported pass-ups due to bus capacity minus fill-ins within 5 minutes
On-Time %	Compares actual operation to schedules	Percentage of time points arrived on time defined as 1m early to 5m late)
<b>Customer Satisfaction Score</b>		
o Net promoter score	We'll be able to compare ourself across industries as we strive for greater customer satisfaction	The NPS score: "would you recommend this product to your friends?"
o Bus cleanliness	Customer perception of equipment	Results of survey question on cleanliness
o Stop cleanliness*	Customer perception of bus stops	Results of survey question on cleanliness
o On-time perception*	Customer perception of management/timeliness of bus arrival	Results of survey question on OTP
<b>Quality</b>		
Missed Trips	Identifies availability of adequate resources	Trips not dispatched within ten minutes of scheduled time
Mechanical breakdowns/Week	Identify equipment-based interruptions in service	Average number of mechanical failures per day where customer's trip is disrupted by more than 5 minutes
Accidents/100,000 mi	Overall safety	Number of chargeable (preventable) accidents occurring every 100,000 service miles

\*Tentative; subject to modification or replacement

## Key quarterly performance indicators for AbleRide

Category	Why it's important	Definition
<b>Financial</b>		
Service hours	Quantity of service requested & delivered	Hours of service operated in response to customer requests
Service miles operated	Quantity of service requested & delivered	In-service miles operated by Able Ride vehicle
Cost/mile	Measures operational efficiency	Overall Able Ride cost (including allocation of system overhead costs) divided by total service miles
Revenue/mile	Measures efficiency of service design & delivery based on revenue	Farebox and contract revenue divided by total service miles
Productivity	Measures efficiency of service design & delivery based on ridership	Customers/service hour
Cost recovery	Measures operational efficiency in relation to tax subsidy support	Proportion of cost of fleet by non-subsidy revenue (e.g. from fares, contracts, or ads)
<b>Customer</b>		
Calls answered ratio	Reflects performance in relation to demand	Calls answered/calls presented
On-time %	Comparison of actual pickup times to customer expectations	Percentage of pickups on time defined as 10 min. early to 10 min. late
Customer Satisfaction scores		Composite score based on quarterly phone survey
o Net promoter score	To compare our self against industries on a standard customer satisfaction scale	The NPS score: "would you recommend this product to your friends?"
o Bus cleanliness*	Customer perception of equipment	Results of survey question on cleanliness
o Driver courtesy*	Customer perception of employees	Results of survey question on operator courtesy
o On-time perception*	Customer perception of management	Results of survey question on OTP
<b>Quality</b>		
No-show	Identify resources wasted	Frequency of customer no-show within scheduled window expressed as a % of total trips
Cancellations	Identify resources wasted	frequency of customer cancellations expressed as a % of total trips
Mechanical breakdowns/weekday	Identify equipment based interruptions in service	Average number of mechanical failures per day where customer's trip is disrupted by more than 5 minutes
Accidents/100,000 mi	Overall safety	Number of chargeable (preventable) accidents occurring every 100,000 service miles
*Tentative; subject to modification or replacement		

LIQUIDATED DAMAGES AND INCENTIVES

It is the goal of this contract is to improve the performance of the system relative to current performance by MTA. Current MTA performance will be benchmarked by the County and Veolia performance will be evaluated relative to this benchmark. Performance falling within the range of acceptable performance will neither be paid incentives or assessed liquidated damages. Benchmarks based on MTA performance shall be reviewed by the Transit Committee.

Fixed Route

Standard	Below Benchmark	Liquidated Damage	Above Benchmark	Incentive
On Time Performance	5 % points worse	\$5,000	3 % points better	\$5,000
% Missed pullouts	5 % points worse	\$2,000	5 % points better	\$2,000
Accidents/100,000 miles	10% worse	\$5,000	10% better	\$5,000

Able Ride

Standard	Below Benchmark	Liquidated Damage	Above Benchmark	Incentive
Calls answered ratio	10 % points worse	\$5,000	15% better	\$5,000
On Time Performance	5 % points worse	\$5,000	3 % points better	\$5,000
% Missed pullouts	5 % points worse	\$2,000	5 % points better	\$2,000
Accidents/100,000 miles	10% worse	\$5,000	10% better	\$5,000
Productivity	10% worse	\$5,000	10% better	\$5,000

SCHEDULE 2

County Assets





MTA LONG ISLAND BUS  
ASSETS BY GRANT







MTA LI Bus Federal Grants - Fixed Asset Report (MTA Managed Grants)

Grant #	Grant Year	Asset Name	Beneficial Use Date	Useful Life	Net Amount	Facility	Status (Comments)
N790-X299	2006	CNG Bus Purchase	07/31/2010	8 years	\$1.00	MFRVC	Scheduled Replacement Year: / Status: Delivery of the third option is expected in 2012 / Condition: Excellent
N790-X299	2006	Engineering Dept. Staffing	07/31/2010	3 years	\$174,672.00	Various	Scheduled Replacement Year: N/A / Status: Contract expires in 2012 / Condition: Excellent
N790-X299	2006	Service Support Equipment	07/31/2010	8 years	\$64,388.00	Various	Scheduled Replacement Year: 2011 / Status: Delivered items in 2010 / Condition: Excellent
N790-X299	2006	Abuse-Abuser Bus (2)	07/31/2010	8 years	\$2.00	MFRVC/CSA	Scheduled Replacement Year: / Status: Under procurement / Condition: Excellent
N790-X299	2006	ACC Lab Replacement - Ctr - Room	07/31/2010	10 years	\$2.00	Rockdale Center	Scheduled Replacement Year: / Status: Under procurement / Condition: Excellent
N790-X299	2006	ACC Lab Addition - District	04/04/2010	10 years	\$34,923.00	Rockdale Center	Scheduled Replacement Year: 2011 / Status: Operational / Condition: Excellent
N790-X299	2006	Overhead Light Speed Change Door (P)	07/31/2010	10 years	\$34,400.00	Rockdale Field	Scheduled Replacement Year: 2011 / Status: Operational / Condition: Excellent
N790-X299	2006	Rolling Steel Fire Door	07/31/2010	10 years	\$4,420.00	Rockdale Field	Scheduled Replacement Year: 2011 / Status: Operational / Condition: Excellent
N790-X299	2006	Bus Stop Door (2)	07/31/2010	10 years	\$3,184.00	Rockdale Field	Scheduled Replacement Year: 2011 / Status: Operational / Condition: Excellent
N790-X299	2006	Rolling Maintenance Shop Door	08/31/2009	5 years	\$1,000.00	Stewart Avenue	Scheduled Replacement Year: 2011 / Status: Operational (part # 228, 229, 230, 231, 232) / Condition: Excellent
N790-X299	2006	Parade Unit Seats (4)	12/31/2009	7 years	\$2,187,000.00	Stewart Avenue	Scheduled Replacement Year: 2011 / Status: 20 Operational bus # 228-241 / Condition: Excellent
N790-X299	2006	Parade Unit Seats (2)	12/31/2009	7 years	\$2,187,000.00	Stewart Avenue	Scheduled Replacement Year: 2011 / Status: 20 Operational bus # 228-241 / Condition: Excellent
N790-X299	2006	40' CNG Bus - (13)	07/31/2009	12 years	\$2.00	MFRVC	Scheduled Replacement Year: / Status: Delivery scheduled for 2012 / Condition: Excellent
N790-X299	2006	Fixed Asset Replacement Spgs	06/31/2010	5 years	\$2.00	Various	Scheduled Replacement Year: / Status: Under procurement / Condition: Excellent
N790-X299	2006	Service Support Equipment	06/31/2010	10 years	\$127,287.00	Various	Scheduled Replacement Year: 2011 / Status: Delivered items operational / Condition: Excellent
N790-X299	2006	Service Support Equipment	06/31/2010	10 years	\$2.00	Various	Scheduled Replacement Year: 2011 / Status: Delivered items operational / Condition: Excellent
N790-X299	2006	CNG Facility Modification	07/31/2009	10 years	\$2.00	Rockdale Field	Scheduled Replacement Year: / Status: Under procurement / Condition: Excellent
N790-X001	2007	Hamilton Transit Center Bus	12/31/2009	13 years	\$370,489.00	Hamilton Transit Center	Scheduled Replacement Year: 2021 / Status: Operational / Condition: Excellent
N790-X001	2007	Hamilton Transit Center HVAC (3)	11/30/2009	10 years	\$394,000.00	Hamilton Transit Center	Scheduled Replacement Year: 2011 / Status: Operational / Condition: Excellent
N790-X001	2007	CNG Bus Purchase (8)	08/31/2009	12 years	\$1,151,335.00	MFRVC	Scheduled Replacement Year: 2021 / Status: 4 Operational (1722, 1723) / Condition: Excellent
N790-X001	2007	CNG Bus Purchase (3)	08/31/2009	13 years	\$1,250,000.00	MFRVC	Scheduled Replacement Year: 2021 / Status: 1 Operational (1727) / Condition: Excellent
N790-X011	2009	CNG Bus Replacement (3)	07/31/2009	12 years	\$388,445.00	MFRVC	Scheduled Replacement Year: 2021 / Status: 1 Operational (1737) / Condition: Excellent
N790-X018	2010	40' CNG Bus (4)	07/31/2009	12 years	\$2.00	MFRVC	Scheduled Replacement Year: / Status: Delivery scheduled for 2012 / Condition: Excellent
N790-X009	2000	40' CNG Bus (2) & ACH	07/31/2009	12 years	\$2.00	MFRVC	Scheduled Replacement Year: / Status: Delivery scheduled for 2012 / Condition: Excellent

77

MTA LONG ISLAND BUS  
FACILITY

MTA Long Island Bus  
Master Facilities List

Facility Name	Amount	Start Date	End Date	Quantity	Unit	Year	Model	Start Date	End Date	Quantity	Unit
CNG Station Compressor	\$ 1,089,488.00	3/11/2000		10	MF	1997	NY90-X353	9/30/2010			B
Roof Replacement	\$ 2,000,000.00	1/6/11/984		20	RVC			1/1/2004			B
Heat Recovery Wheels (B)	\$ 162,400.00	9/30/2001		10	MF	2000	NY90-X423	9/30/2011			B
AC Shop Facility Modification	\$ 100,407.00	4/22/1996		12	MF	2001	NY90-X245	4/30/2008			B
Heat Recovery Wheels (A)	\$ 123,780.00	4/8/2000		10	MF	1999	NY90-X404	4/31/2010			B
Time Purg Facility Modification	\$ 280,224.00	8/16/1998		12	MF	1993	NY03-0286	6/30/2008			B
CNG Fast Fill Station	\$ 3,127,439.00	7/15/1998		12	MF	1993	NY03-0285	7/31/2008			B
CNG Facility Modification	\$ 1,756,334.00	7/15/1997		12	MF	1993	NY03-0288	7/31/2009			B
Building Automation System	\$ 276,830.00	7/15/2000		10	MF	1996	NY90-X334	7/31/2010			B
AC Unit Replacement - Roof	\$ 150,000.00	9/30/2005		6	MF	2001	NY90-X445	9/30/2011			B
Humidifier Replacement (A)	\$ 120,000.00	9/30/2005		6	MF	2003	NY90-X486	9/30/2011			B
Humidifier AC Replacement	\$ 459,766.00	9/30/2005		6	MF	2004	NY90-X505	12/1/2011			B
Smoke Check Meter	\$ 5,800.00	1/21/2005		6	MF	2003	NY90-X483				B
Facility Modification	\$ 850,134.00	10/31/1997		10	RVC	1996	NY90-X334	10/31/2007			B
Bus Lift Replacement	\$ 12,180.00	8/31/2002		10	MF	2001	NY90-X445	8/31/2012			P
Emergency Generator Fuel/air	\$ 8,995.00	8/31/2006		6	MF	2003	NY90-X488	8/31/2012			P
Exhaust Fan/Compressor	\$ 28,756.00	8/31/2006		6	MF	2003	NY90-X488	8/31/2012			P
Overhead Garage Door Security Upgrade	\$ 77,700.00	6/30/2006		6	MF	2004	NY90-X505	6/30/2012			P
Respect and Tube Boilers	\$ 46,624.00	9/30/2003		10	MF	2004	NY90-X505	9/30/2013			P
ADA Front Door	\$ 19,025.00	6/30/1999		10	MF	1995	NY90-X334	12/31/2009			P
Door Renovation	\$ 123,660.00	12/31/1999		10	MF	1995	NY90-X423	3/30/2012			P
AC Curtain	\$ 74,240.00	3/31/2002		10	RVC	2000	NY90-X423	12/31/2011			P
North Entrance Re-Paving	\$ 61,080.00	12/31/2006		6	MF	2004	NY90-X505	6/30/2014			F
Mailbox/Cas Detection System - CNG	\$ 64,700.00	8/30/2006		6	RVC	2004	NY90-X505	6/30/2012			F
Overhead Garage Door Security Upgrade	\$ 34,535.00	6/30/2006		6	RVC	2003	NY90-X488	6/30/2013			F
Respect and Tube Boilers	\$ 46,625.00	9/30/2003		10	RVC	1997	NY03-0333				F
CNG Station Installation	\$ 2,899,688.00	11/30/1999		15	RVC	1997	NY90-X388	11/30/2014			F
CNG Facility Modification	\$ 2,091,458.00	7/30/1999		15	RVC	1997	NY90-X388	7/31/2014			F
Part Abatement (and Neuling)	\$ 96,123.00	4/31/2006		3	HTC	2004	NY90-X505	4/31/2009			F
Automatic Door Installation	\$ 30,065.00	5/31/1999		10	HTC	1995	NY90-X334	5/31/2009			F
Electrical Installation	\$ 48,380.00	5/31/1999		10	HTC	1995	NY90-X334	5/31/2009			F
AC Unit Replacement (Camp Room)	\$ 21,450.00	6/30/1999		6	MF	1999	NY90-X404	6/30/2012			G
AC Modifications (CO2/Separat)	\$ 46,108.00	8/30/1999		6	MF	1999	NY90-X404	8/31/2005			G
Portable Hydraulic Lift	\$ 24,637.00	9/15/2004		10	MF	2003	NY90-X488	9/15/2014			G
Portable Hydraulic Lift	\$ 24,637.00	9/15/2004		10	MF	2003	NY90-X488	9/15/2014			G
Portable Hydraulic Lift	\$ 24,637.00	9/15/2004		10	MF	1999	NY90-X488	12/10/2014			G
Natural Gas Fired Pressure Washer	\$ 6,990.00	12/10/2004		10	MF	1999	NY90-X404				G
Emergency Lighting Replacement	\$ 73,200.00	4/30/2004		5	MF	2000	NY90-X423	4/31/2009			G



MTA Long Island Bus  
Master Facilities List

Facility Name	Amount	Start Date	End Date	Days	Category	Year	Agency	Location	Notes
One Bus Station	\$ 44,200	5/8/2006	7/10/2006		M/F	2006	NYS90-2468	9862/15	G
116 Stoney Brook Blvd/Station	\$ 8,121.00	12/8/2004		10	M/F	1999	NYS90-3404	12/8/2014	G
Main Flushing Area Parking	\$ 23,500.00	4/6/10/2004		10	M/F	2004	NYS90-2488	8/31/2014	G
MVAC Replacement (Comp. Room)	\$ 225,000.00	9/29/2008		5	M/F	2004	NYS90-2505	9/29/2014	G
Steen Bay Road/Station	\$ 94,127.00	7/5/12/2003		15	M/F	1999	NYS90-4324	7/5/12/2015	G
Coastal Transfer Replacement	\$ 128,820.00	1/25/12/2005		12	M/F	1999	NYS90-3404	12/30/2015	G
Fire Alarm Panel	\$ 23,841.00	1/25/12/2007		8	M/F	2004	NYS90-2505	5/31/2015	G
Hand Trucks	\$ 131,050.00	12/31/2005		10	M/F	2001	NYS90-2445	12/31/2016	G
A/C Unit - Urban Break Room	\$ 17,463.00	12/31/2005		10	M/F	2001	NYS90-2595	12/31/2016	G
Roof Replacement	\$ 4,592,526.00	12/31/2009		15	M/F	2004	NYS90-2505	12/31/2019	G
OE Food/Station/Power Wash System	\$ 9,614.00	10/5/2009		10	M/F	2007	NYS90-2576	10/5/2019	G
Primary Maintenance Unit	\$ 428,841.00	3/9/2005		10	M/F	2000	NYS90-3464	3/30/2015	G
Panel Storage Area	\$ 25,889.00	12/31/2002		15	M/F	2000	NYS90-2423	12/31/2017	G
Urban Station Storage Tank	\$ 23,800.00	1/31/2005		15	M/F	2000	NYS90-2423	1/31/2018	G
Transfer Center Construction	\$ 310,990.00	8/1/2005		15	M/F	2000	NYS90-2384	8/31/2020	G
Bus Stop Replacement	\$ 73,534.00	6/30/2005		4	M/F	2002	NYS90-2464	6/30/2012	G
Barren Station/Transfer/Power/Facilities	\$ 20,260.00	8/30/2004		4	M/F	2002	NYS95-2001	8/30/2013	G
Red Hook Coast Express (SMB)	\$ 181,554.00	1/23/2004		10	M/F	2003	NYS90-2468	12/31/2014	G
Facility Upgrade (SMB)	\$ 44,287.00	9/20/2003		15	M/F	2000	NYS90-2423	9/20/2016	G
Parade Ground Facility Upgrade	\$ 1,077,145.00	2/8/2005		10	M/F	1986	NYS90-4024	12/31/2015	G
Urban Station Transfer Upgrade	\$ 11,500.00	5/28/2005		15	M/F	2004	NYS90-2505	5/31/2020	G
Coastal Transfer Replacement	\$ 7,381.00	9/28/2010		5	M/F	2007	NYS90-2576	3/30/2015	G
ADA Parking Replacement	\$ 6,800.00	4/26/2010		10	M/F	2007	NYS90-2576	2/28/2020	G
MVAC Replacement (S)	\$ 390,060.00	11/29/2009		10	M/F	2007	NYS90-2501	11/29/2019	G
Transfer Station/Transfer/Upgrade	\$ 320,000.00	9/28/2009		15	M/F	2007	NYS90-2576	12/31/2023	G
Hand Truck/Transfer/Upgrade	\$ 338,320.00	12/31/2009		15	M/F	2007	NYS90-2501	12/31/2023	G
Parade Ground Facility Upgrade	\$ 2,314,000.00	12/31/2008		20	M/F	2008	NYS90-2501	12/31/2023	G
Parade Ground Facility Upgrade	\$ 5,574,999.00	12/31/2008		20	M/F	2007	NYS90-2576	12/31/2023	G
CNS Station/Transfer/Replacement	\$ 285,000.00	3/31/2008		10	M/F	2007	NYS90-2576	3/30/2018	G

880

MTA Long Island Bus  
Master Facilities List

Facility Name	Amount	Start Date	End Date	Category	Year	Model	Serial	Condition
Vehicle Exhaust System	\$ 90,000.00	4/31/2010		SA	2005	NY90-X535	4/31/2020	E
Steel Fire Door	\$ 28,420.00	4/30/2010		MF	2008	NY90-X389	4/31/2020	E
Rid Prevention	\$ 12,600.00	6/30/2010		HTC	2007	NY95-X001		E
Melburne Gas Detection System	\$ 67,395.00	1/24/2011		MF	2008	NY90-X676	4/22/2019	E
Modular Bus Lift (2)	\$ 450,000.00	10/31/2008		MF	2009	NY90-X676	1/23/2023	E
	\$ 31,436,750							

FIA Condition Rating: E=Excellent G=Good F=Fair P=Poor B=Bad











MTA LONG ISLAND BUS  
ROLLING STOCK







QID	NEW	BUS #	LOC	MODEL #	VEHICLE ID #	PLATE #	V.T.	YEAR	MFG	SEAT	STAND	LTH	ADA	FUEL	DATE	DATE	PURCHASE	NC TAG	GRANT #
0392	NEW	1639	NIL	V	IVBHH C276501788	173941	NC	2002	ORION	44	11	40'	Yes	CNG	06/11/02		\$314,287	00004DB	NY290-X423
0393	NEW	1630	NIL	V	IVBHH C276501788	173942	NC	2002	ORION	44	11	40'	Yes	CNG	06/11/02		\$314,287	00004DB	NY290-X423
0394	NEW	1631	NIL	V	IVBHH C276501788	173943	NC	2002	ORION	44	11	40'	Yes	CNG	06/10/02		\$314,287	00004DB	NY290-X423
0395	NEW	1632	NIL	V	IVBHH C276501788	173944	NC	2002	ORION	44	11	40'	Yes	CNG	06/27/02		\$314,287	00004DB	NY290-X423
0784	NEW	1633	NIL	V	IVBHH C276501788	173945	NC	2003	ORION	44	11	40'	Yes	CNG	04/27/03		\$317,677	00004DB	NY290-X423

90

OLD BUS #	NEW BUS #	LOC	MODEL #	VEHICLE ID #	PLATE #	V.T.	YEAR	MFG	SEAT	STAND	LTH	ADA	FUEL	DATE IN SVC	DATE OUT SVC	PURCHASE PRICE	NC TAG	QUANT #
	1700	RVC	VII NG	IVHGH3W2296704500	M48973	NC	2009	ORION	43	21	40	Yes	CNG	02/23/09		\$392,279	C48300	NY90-4639
	1701	RVC	VII NG	IVHGH3W2296704500	M50276	NC	2009	ORION	43	21	40	Yes	CNG	04/01/09		\$393,279	C48216	NY90-5353
	1702	RVC	VII NG	IVHGH3W2196704501	M50142	NC	2009	ORION	43	21	40	Yes	CNG	02/27/09		\$393,279	C48224	NY90-4639
	1703	RVC	VII NG	IVHGH3W2296704558	M50141	NC	2009	ORION	43	21	40	Yes	CNG	03/09/09		\$393,279	C48206	NY90-4639
	1704	RVC	VII NG	IVHGH3W2296704559	M50142	NC	2009	ORION	43	21	40	Yes	CNG	03/10/09		\$393,279	C48208	NY90-4639
	1705	RVC	VII NG	IVHGH3W2296704585	M50275	NC	2009	ORION	43	21	40	Yes	CNG	03/02/09		\$393,279	C48217	NY90-5353
	1706	RVC	VII NG	IVHGH3W2296704586	M50141	NC	2009	ORION	43	21	40	Yes	CNG	04/27/09		\$393,279	C48207	NY90-5353
	1707	RVC	VII NG	IVHGH3W2196704594	M50278	NC	2009	ORION	43	21	40	Yes	CNG	04/20/09		\$393,279	C48219	NY90-4639
	1708	RVC	VII NG	IVHGH3W2196704598	M50423	NC	2009	ORION	43	21	40	Yes	CNG	03/13/09		\$393,279	C48205	NY90-5353
	1709	RVC	VII NG	IVHGH3W2296704599	M50413	NC	2009	ORION	43	21	40	Yes	CNG	03/13/09		\$393,279	C48205	NY90-5353
	1710	RVC	VII NG	IVHGH3W2296704602	M50419	NC	2009	ORION	43	21	40	Yes	CNG	03/13/09		\$393,279	C48210	NY90-5353
	1711	RVC	VII NG	IVHGH3W2296704606	M50279	NC	2009	ORION	43	21	40	Yes	CNG	03/12/09		\$393,279	C48215	NY90-5353
	1712	RVC	VII NG	IVHGH3W2296704607	M50418	NC	2009	ORION	43	21	40	Yes	CNG	03/10/09		\$393,279	C48212	NY90-5353
	1713	RVC	VII NG	IVHGH3W2296704651	M50422	NC	2009	ORION	43	21	40	Yes	CNG	03/10/09		\$393,279	C48213	NY90-5353
	1714	RVC	VII NG	IVHGH3W2296704652	M50280	NC	2009	ORION	43	21	40	Yes	CNG	03/19/09		\$393,279	C48214	NY90-5353
	1715	RVC	VII NG	IVHGH3W2296704653	M50281	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48220	NY90-5353
	1716	RVC	VII NG	IVHGH3W2296704654	M50282	NC	2009	ORION	43	21	40	Yes	CNG	06/23/09		\$393,279	C48221	NY90-5353
	1717	RVC	VII NG	IVHGH3W2296704655	M50283	NC	2009	ORION	43	21	40	Yes	CNG	04/10/09		\$393,279	C48222	NY90-5353
	1718	RVC	VII NG	IVHGH3W2296704656	M50284	NC	2009	ORION	43	21	40	Yes	CNG	03/13/09		\$393,279	C48223	NY90-5353
	1719	RVC	VII NG	IVHGH3W2296704657	M50285	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48224	NY90-5353
	1720	RVC	VII NG	IVHGH3W2296704658	M50286	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48225	NY90-5353
	1721	RVC	VII NG	IVHGH3W2296704659	M50287	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48226	NY90-5353
	1722	RVC	VII NG	IVHGH3W2296704660	M50288	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48227	NY90-5353
	1723	RVC	VII NG	IVHGH3W2296704661	M50289	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48228	NY90-5353
	1724	RVC	VII NG	IVHGH3W2296704662	M50290	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48229	NY90-5353
	1725	RVC	VII NG	IVHGH3W2296704663	M50291	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48230	NY90-5353
	1726	RVC	VII NG	IVHGH3W2296704664	M50292	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48231	NY90-5353
	1727	RVC	VII NG	IVHGH3W2296704665	M50293	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48232	NY90-5353
	1728	RVC	VII NG	IVHGH3W2296704666	M50294	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48233	NY90-5353
	1729	RVC	VII NG	IVHGH3W2296704667	M50295	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48234	NY90-5353
	1730	RVC	VII NG	IVHGH3W2296704668	M50296	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48235	NY90-5353
	1731	RVC	VII NG	IVHGH3W2296704669	M50297	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48236	NY90-5353
	1732	RVC	VII NG	IVHGH3W2296704670	M50298	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48237	NY90-5353
	1733	RVC	VII NG	IVHGH3W2296704671	M50299	NC	2009	ORION	43	21	40	Yes	CNG	03/20/09		\$393,279	C48238	NY90-5353



OLD BUS #	NEW BUS #	LOC	MODEL #	VEHICLE ID #	PLATE #	V.T.	YEAR	MFG.	SEAT	STAND	LTH	ADA	FUEL	DATE IN SVC	DATE OUT SVC	PURCHASE PRICE	NC TAG	GRANT #
	1787	NIL	VII NG	VHGH3W2696704851	M13028	NC	2009	ORION	43	21	40'	Yes	CNG	05/15/09		\$396,445	C48290	NY90-X566
	1788	NIL	VII NG	VHGH3W2696704852	M13029	NC	2009	ORION	43	21	40'	Yes	CNG	06/30/09		\$396,445	C48291	NY90-X566
	1789	NIL	VII NG	VHGH3W2696704853	M13030	NC	2009	ORION	43	21	40'	Yes	CNG	05/18/09		\$396,445	C48293	NY90-X576
	1790	NIL	VII NG	VHGH3W2696704854	M13031	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48294	NY90-X576
	1791	NIL	VII NG	VHGH3W2696704855	M13032	NC	2009	ORION	43	21	40'	Yes	CNG	07/03/09		\$396,445	C48295	NY90-X576
	1792	NIL	VII NG	VHGH3W2696704856	M13033	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48296	NY90-X576
	1793	NIL	VII NG	VHGH3W2696704857	M13034	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48297	NY90-X576
	1794	NIL	VII NG	VHGH3W2696704858	M13035	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48299	NY90-X566
	1795	NIL	VII NG	VHGH3W2696704859	M13036	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48299	NY90-X566
	1796	NIL	VII NG	VHGH3W2696704860	M13037	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48304	NY90-X576
	1797	NIL	VII NG	VHGH3W2696704861	M13038	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48301	NY90-X576
	1798	NIL	VII NG	VHGH3W2696704862	M13039	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48302	NY90-X576
	1799	NIL	VII NG	VHGH3W2696704863	M13040	NC	2009	ORION	43	21	40'	Yes	CNG	07/01/09		\$396,445	C48302	NY90-X576



BUS #	LOC	MODEL #	VEHICLE ID #	PLATE #	V.T.	YEAR	MFG	SEAT	MICH/AINH	LTH	ADA	FUEL	D-ATE	DATE	PURCHASE	NC TAG	GRANT #	Paratransit Active Fleet - (93)		
																		IN SVC	OUT SVC	PRICE
2169	SA	3200	1HVBTSCM48H650599	M32039	NC	2008	NAV	10	4	23'	Yes	D	12/21/07		\$103,075.00	C28635	NY90-X488			
2170	SA	3200	1HVBTSCM48H650598	M32096	NC	2008	NAV	10	4	23'	Yes	D	03/10/08		\$103,075.00	C28657	NY90-X488			
2171	SA	3200	1HVBTSCM48H650597	M32097	NC	2008	NAV	10	4	23'	Yes	D	03/10/08		\$103,075.00	C28653	NY90-X488			
2172	SA	3200	1HVBTSCM48H650622	M31106	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28659	NY90-X488			
2173	SA	3200	1HVBTSCM48H650621	M32095	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28659	NY90-X488			
2174	SA	3200	1HVBTSCM48H650627	M32098	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28640	NY90-X488			
2175	SA	3200	1HVBTSCM48H65097	M32091	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$104,325.00	C28641	NY90-X488			
2176	SA	3200	1HVBTSCM48H650607	M32098	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28646	NY90-X488			
2177	SA	3200	1HVBTSCM48H650617	M32098	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28647	NY90-X488			
2178	SA	3200	1HVBTSCM48H650609	M33107	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28647	NY90-X488			
2179	SA	3200	1HVBTSCM48H650604	M32099	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28644	NY90-X488			
2180	SA	3200	1HVBTSCM48H650602	M32093	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28644	NY90-X488			
2181	SA	3200	1HVBTSCM48H650959	R11724	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28648	NY90-X488			
2182	SA	3200	1HVBTSCM48H650604	M33100	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28649	NY90-X488			
2183	SA	3200	1HVBTSCM48H650599	M33101	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28650	NY90-X488			
2184	SA	3200	1HVBTSCM48H650629	M33102	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28651	NY90-X488			
2185	SA	3200	1HVBTSCM48H650606	M33103	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$104,325.00	C28652	NY90-X488			
2186	SA	3200	1HVBTSCM48H650632	M33104	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28655	NY90-X488			
2187	SA	3200	1HVBTSCM48H650614	M31109	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28656	NY90-X488			
2188	SA	3200	1HVBTSCM48H650614	M31109	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28657	NY90-X488			
2189	SA	3200	1HVBTSCM48H650633	M33110	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28662	NY90-X488			
2190	SA	3200	1HVBTSCM48H650634	M33115	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28672	NY90-X488			
2191	SA	3200	1HVBTSCM48H650616	M33113	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28653	NY90-X488			
2192	SA	3200	1HVBTSCM48H650632	M33116	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28654	NY90-X488			
2193	SA	3200	1HVBTSCM48H650632	M33117	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28655	NY90-X488			
2194	SA	3200	1HVBTSCM48H650629	M33118	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28656	NY90-X488			
2195	SA	3200	1HVBTSCM48H650629	M33140	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28657	NY90-X488			
2196	SA	3200	1HVBTSCM48H650625	M33140	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28658	NY90-X488			
2197	SA	3200	1HVBTSCM48H650638	M33140	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28673	NY90-X488			
2198	SA	3200	1HVBTSCM48H650637	M33142	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28674	NY90-X488			
2199	SA	3200	1HVBTSCM48H650618	M33132	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28675	NY90-X488			
2200	SA	3200	1HVBTSCM48H650618	M33117	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28675	NY90-X488			
2201	SA	3200	1HVBTSCM48H650615	M33111	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28668	NY90-X488			
2202	SA	3200	1HVBTSCM48H650625	M33134	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28659	NY90-X488			
2203	SA	3200	1HVBTSCM48H650625	M33121	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28659	NY90-X488			
2204	SA	3200	1HVBTSCM48H650620	M33122	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28669	NY90-X488			
2205	SA	3200	1HVBTSCM48H650611	M33123	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28670	NY90-X488			
2206	SA	3200	1HVBTSCM48H650639	M33113	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28671	NY90-X488			
2209	SA	3200	1HVBTSCM48H650635	M33116	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28672	NY90-X488			
2210	SA	3200	1HVBTSCM48H650628	M33116	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28673	NY90-X488			
2211	SA	3200	1HVBTSCM48H650641	M32095	NC	2008	NAV	10	4	23'	Yes	D	03/12/08		\$103,075.00	C28674	NY90-X488			
2212	SA	3200	1HVBTSCM48H650648	M33141	NC	2009	NAV	10	4	23'	Yes	D	05/02/08		\$103,075.00	C28681	NY90-X488			
2213	SA	3200	1HVBTSCM48H650648	M33144	NC	2009	NAV	10	4	23'	Yes	D	04/24/08		\$103,075.00	C28682	NY90-X488			
2214	SA	3200	1HVBTSCM48H650658	M33145	NC	2009	NAV	10	4	23'	Yes	D	05/02/08		\$103,075.00	C28683	NY90-X488			
2215	SA	3200	1HVBTSCM48H650659	M33145	NC	2009	NAV	10	4	23'	Yes	D	05/02/08		\$103,075.00	C28683	NY90-X488			
2216	SA	3200	1HVBTSCM48H650652	M33146	NC	2009	NAV	10	4	23'	Yes	D	05/02/08		\$103,075.00	C28684	NY90-X488			
2217	SA	3200	1HVBTSCM48H650642	M33147	NC	2009	NAV	10	4	23'	Yes	D	05/02/08		\$103,075.00	C28685	NY90-X488			
2218	SA	3200	1HVBTSCM48H650654	M33148	NC	2009	NAV	10	4	23'	Yes	D	05/02/08		\$103,075.00	C28685	NY90-X488			
2219	SA	3200	1HVBTSCM48H650654	M33148	NC	2009	NAV	10	4	23'	Yes	D	05/02/08		\$103,075.00	C28685	NY90-X488			

75







NEW		LOC	MODEL #	VEHICLE ID #	PLATE #	V.T.	YEAR	MFG.	SEAT	STAND	LTR	ADA	FUEL	DATE	DATE	PURCHASE	NC TAG	GRANT #
BUS #	BUS #													IN SVC	OUT SVC	PRICE		
0151	1-54	EASTCH	V	2B1569K72V6033044	K96345	NC	1997	ORION	45	11	40	Yes	CNG	05/08/97	02/25/11	\$318,650	A174585	NY90-X304
0240	1-52	EASTCH	V	2B1569K78V6033068	K76594	NC	1997	ORION	45	11	40	Yes	CNG	05/08/97	02/25/11	\$318,650	A174570	NY90-X300
0241	1-53	EASTCH	V	2B1569K74V6033110	K76595	NC	1997	ORION	45	11	40	Yes	CNG	05/08/97	04/27/11	\$318,650	A174573	NY90-X300
0245	1-507	EASTCH	V	2B1569K71V6033314	K76599	NC	1997	ORION	45	11	40	Yes	CNG	07/21/97	02/15/11	\$318,650	A174595	NY90-X334
0230	1-508	EASTCH	V	1VH569K75V6033718	K96400	NC	1998	ORION	45	11	40	Yes	CNG	06/27/98	02/15/11	\$318,650	000041H	NY90-X334
0276	1-514	EASTCH	V	1VH569K74V6033810	K96406	NC	1998	ORION	45	11	40	Yes	CNG	11/02/98	01/27/11	\$318,650	000041M	NY90-X328
0278	1-515	EASTCH	V	1VH569K78V6033811	K96407	NC	1998	ORION	45	11	40	Yes	CNG	10/20/98	02/16/11	\$318,650	000041N	NY90-X368
0279	1-516	EASTCH	V	1VH569K73V6033812	K96408	NC	1998	ORION	45	11	40	Yes	CNG	10/21/98	02/16/11	\$318,650	000041O	NY90-X328
0280	1-517	EASTCH	V	1VH569K72V6033813	K96409	NC	1998	ORION	45	11	40	Yes	CNG	10/21/98	04/28/11	\$318,650	000041Q	NY90-X307
0281	1-518	EASTCH	V	1VH569K71V6033814	K96410	NC	1998	ORION	45	11	40	Yes	CNG	10/21/98	03/28/11	\$318,650	000041R	NY90-X334
0287	1-525	EASTCH	V	1VH569K73V6033834	K96411	NC	1998	ORION	45	11	40	Yes	CNG	11/03/98	02/25/11	\$318,650	0000041G	NY90-X368
0261	1-802	EASTCH	V	2B1569K78V6030598	K96417	NC	1998	ORION	45	11	40	Yes	CNG	08/30/99	08/27/04	\$195,578	00002472	NY90-X146
2132		EASTCH	V	FDX451FDH44835	K96196	NC	1991	ORION	46	11	40	Yes	D	04/07/2002	09/29/09	\$56,778	000047E	NY90-X284
2158		NEL	E-450	1HVBTAPKX4169290	K18414	NC	2002	FORD	18	2	25	Yes	D	01/06/2005	11/28/10	\$75,424	0000506	NY90-X488
					L66484	NC	2004	NAV	14	6	25	Yes	D					

Vehicles Awaiting Disposition - Fixed Route - (18)

Blue Font - NC has to be notified

\*2007 Was under consideration by NC to sell to the Chesapeake Historical Bus Museum as per their request. As of 4/11/11 NC has given the okay to sell the vehicle since they have not been able to reach the Museum.

98

MTA LONG ISLAND BUS  
NON-REVENUE VEHICLES



MTA LONG ISLAND BUS  
SYSTEMS







MTA Long Island Bus  
Service Support Equipment

Item No.	Description	Quantity	Unit Price	Total Price	Brand	Model	Year	Condition	Location
2004	Dynamic Technologies	1	\$14,411	\$14,411	Dynamic Technologies	2004	Good	MTA	
2005	Dynamic Technologies	1	\$2,423	\$2,423	Dynamic Technologies	2005	Good	MTA	
2006	Dynamic Technologies	1	\$1,415	\$1,415	Dynamic Technologies	2006	Good	MTA	
2007	Dynamic Technologies	1	\$1,182	\$1,182	Dynamic Technologies	2007	Good	MTA	
2008	Dynamic Technologies	1	\$13,500	\$13,500	Dynamic Technologies	2008	Good	MTA	
2009	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2009	Good	MTA	
2010	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2010	Good	MTA	
2011	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2011	Good	MTA	
2012	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2012	Good	MTA	
2013	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2013	Good	MTA	
2014	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2014	Good	MTA	
2015	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2015	Good	MTA	
2016	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2016	Good	MTA	
2017	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2017	Good	MTA	
2018	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2018	Good	MTA	
2019	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2019	Good	MTA	
2020	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2020	Good	MTA	
2021	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2021	Good	MTA	
2022	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2022	Good	MTA	
2023	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2023	Good	MTA	
2024	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2024	Good	MTA	
2025	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2025	Good	MTA	
2026	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2026	Good	MTA	
2027	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2027	Good	MTA	
2028	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2028	Good	MTA	
2029	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2029	Good	MTA	
2030	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2030	Good	MTA	
2031	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2031	Good	MTA	
2032	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2032	Good	MTA	
2033	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2033	Good	MTA	
2034	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2034	Good	MTA	
2035	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2035	Good	MTA	
2036	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2036	Good	MTA	
2037	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2037	Good	MTA	
2038	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2038	Good	MTA	
2039	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2039	Good	MTA	
2040	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2040	Good	MTA	
2041	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2041	Good	MTA	
2042	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2042	Good	MTA	
2043	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2043	Good	MTA	
2044	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2044	Good	MTA	
2045	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2045	Good	MTA	
2046	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2046	Good	MTA	
2047	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2047	Good	MTA	
2048	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2048	Good	MTA	
2049	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2049	Good	MTA	
2050	Dynamic Technologies	1	\$12,500	\$12,500	Dynamic Technologies	2050	Good	MTA	

104

NY03-0301

Project Line Item	Asset	Quantity	Vendor	Asset Description	Identification #	P.O. #/C.O.#	Invoice #	Entered	Useful Life	Cost	Federal %	Vendor Title	Location	Replaced Date	Disposal Date	Condition
Service Support Equipment System	Computer Hardware Comp	1	Vehicle Safety Marketing System			E-1534	73111927	7/31/1927	5	\$ 1,258,774.00	80%	NC	MF	7/31/2003	7/30/2012	Bad

5/12/2013

CALIB Grants-NEWAsst Report

105

KY03-0307

Project Line Item	Asset Quantity	Vendor	Asset Description	Identification #	P.O./C.O.#	Invoice #	Banked/Use Date	Useful Life	Cost	Federal %	Asset Title	Location	Proposed Replacement Date	Proposed Replacement Date	Disposal Date	Condition
New Student Database System	1	Trinity Software Corp	Personal Scheduling System		E-1436		12/31/1997	6	\$ 236,124.00	80%	NC	SA	12/31/2003	7/31/2011		Bad

5122011

CLUB Gamma-Newsall Report

104

1995 Grant # NY90-X300

Project Line Item	Asset	Quantity	Vendor	Asset Description	Identification #	P.O./C.O.#	Invoice #	Expenditure Use Date	Useful Life	Cost	Federal %	Vendor Type	Location	Proposed Replacement Date	New Proposed Replacement Date	Disposal Date	Condition
Security Support Equipment-System	1	Oriskany	Automatic Vehicle Location System	E-1500				12/31/2004	6	\$ 3,200,015.00	80%	NC	MFRVNC	12/31/2010	12/31/2011		Bad

107

1996 Grant # NY90-X334

Project Line Item	Asset	Quantity	Vendor	Asset Description	Identification #	P.O. No.	Beneficial Use Date	Useful Life	Cost	Federal %	Yield Title	Location	Proposed Replacement Date	New Proposed Replacement Date	Disposal Date	Condition
Science Support Equipment-Program	1	Original	Adaptive Vehicle Loading System		E-1500	12/31/2004	6	\$ 1,238,383.00	80%	NC	MF/AVC	12/31/2010	12/31/2011			Bad

108

4/22/01

CLIB Grants-NEWASSET Register

1997 Grant # NY90-X368

Project Line Item	Asset Quantity	Vendor	Asset Description	Identification #	P.O. ACQ#	Invoice #	Beneficial Use Date	Estim Life	Cost	Federal %	Vested Title	Location	Proposed Replacement Date	How Proposed Replacement	Disposal Date	Condit
Surveillance Equipment System	1	Meteor Engineering	Automatic Vehicle Location System	N/A	E-1887	N/A	7/30/1999	15	\$ 853,649.00	80%	NC	SA	8/30/2011			Per Bid
Surveillance Equipment System	1	Trigona Software Corp	Customer Information System	N/A	1400738	N/A	6/30/2000	8	243,148.00	80%	NC	L/F	6/30/2005			Per Bid

109

5/12/2013

1998 Grant # NY90-X384

Project Line Item	Asset	Quantity	Vendor	Asset Description	Identification #	P.O. NO. #	Invoice #	Invoice Date	Used/L	Cost	Federal %	Used/Title	Location	Proposed Retirement Date	Next Proposed Retirement Date	Disposal Date	Contrib
Support Equipment - Sprinkler	1	1	FAUCI International	But Sprinkler	ES268 R	402815	04123	7/6/2007	10	\$ 414,500.00	80%	NC	MF	9/30/2016			Exhaust
Support Equipment - Sprinkler	1	1	Case/General	Dry 0.1-4.0 Rating Protection L&B	115300-0011	501349	SIN00010528	11/20/2004	6	\$ 12,800.00	80%	NC	MF	11/20/2010	11/20/2011		Exhaust
Support Equipment - Sprinkler	1	1	Case/General	L&B 1.5 Sprink 2.0/4.5-12 and 2.1 ED Sprink	N/A	501349	SIN00010528	11/20/2004	6	\$ 12,800.00	80%	NC	MF	11/20/2010	11/20/2011		Exhaust
Support Equipment - Cabinet	4	4	GOVTECH/USA	48 Protection Overlay/Sealant Field End	0110018010 F	501003	11712	4/27/2001	0	\$ 281,320.00	80%	NC	MF	4/27/2007			Exhaust
Support Equipment - Sprinkler	1	1	Star Machine and Tool Company	Translaminar H Dose Using Smoke Luma	SS - OS	538171	102501	11/26/2001	6	\$ 36,550.00	80%	NC	MF	11/26/2007			Exhaust
Support Equipment - Sprinkler	1	1	AVC Sales & Service	AVC20 Heavy Duty Pressure Washers	Serial # 271371	507135	73440	3/26/2003	6	\$ 8,312.50	80%	NC	MF	3/26/2009			Exhaust
Support Equipment - Sprinkler	1	1	AVC Sales & Service	AVC20 Heavy Duty Pressure Washers	Serial # 271313	507135	13440	3/26/2003	6	\$ 8,312.50	80%	NC	MF	3/26/2009			Exhaust
Support Equipment - Sprinkler	1	1	AVC Sales & Service	AVC20 Heavy Duty Pressure Washers	Serial # 271314	507135	13440	3/26/2003	6	\$ 8,312.50	80%	NC	MF	3/26/2009			Exhaust
Support Equipment - Sprinkler	1	1	AVC Sales & Service	AVC20 Heavy Duty Pressure Washers	Serial # 271317	507135	13440	3/26/2003	6	\$ 8,312.50	80%	NC	MF	3/26/2009			Exhaust

5/12/2011

CALB Grants-Newsweek Register

110

1999 Grant # NY90-X404

Project Line Item	Asset	Quantity	Vendor	Asset Description	Identification #	P.O./C.O.#	Invoice #	Beneficial Use Date	Unit	Cost	Federal %	Verifed Title	Location	Proposed Replication Date	New Proposed Replication Date	Deposit Date	Condition
Support Equipment - System	1	DEAC Computer System	Human Resources Project System	N/A	400382	1/23/2001	6	\$ 294,852.58	80%	NC	MF	1/23/2001					Good
Support Equipment - Computer	1	Current Business Solutions	Current Computer with Computer Forms Printer	S-8095-700	ND1858	1/17/2002	10	\$ 17,934.20	80%	NC	MF	1/20/2012					Good
Support Equipment - Computer	1	Current Business Solutions	Current Computer with Super Server, R2	001628204	ND1858	1/16/2001	10	\$ 14,387.33	80%	NC	MF	1/20/2011					Good
Support Equipment - Computer	4	Washington Computer	Post Switches	03341170147	581165	10/20/2000	3	\$ 42,290.00	80%	NC	MF	10/20/2003					Bad
Support Equipment - Computer	1	ADIC	ADIC Passer P/L 1800 L/DUSE	93-4050-07	582407	1/13/2002	3	\$ 5,984.00	80%	NC	MF	02/28/2005					Bad
Support Equipment - Computer	1	Compaq	Compaq ProLiant Server	N/A	581904		10										Bad
Support Equipment - Security	1	Coastal Credit Zoo	CCTV Security Equipment	E-3001	MD1984	2/21/2001	0	\$ 104,017.45	80%	NC	MF	2/20/2007					Bad

5/12/2011



2000 Grant # NY90-X423

Project Line Item	Asset	Quantity	Vendor	Asset Description	Identification #	P.O./C.O.#	Invoice #	Use Date	Useful Life	Cost	Federal %	Vendor Title	Location	Proposed Replacement Date	Now Proposed Replacement Date	Disposal Date	Condition
Student Equipment - Computer	1	Dome Technology	Apple Duet G4 Mid 2004 Mac	Serial # 031712011204	M2781	8852	4/26/03	6	3	6,544.00	80%	NC	MF	4/26/03			Bad
Student Equipment - Computer	1	Dome Technology	Apple Duet G4 Mid 2004 Mac	Serial # 031712011204	M2781	8852	4/26/03	6	3	6,544.00	80%	NC	MF	4/26/03			Bad
Student Equipment - Computer	1	Dome Technology	Apple Duet G4 Mid 2004 Mac	Serial # 031712011204	M2781	8852	4/26/03	6	3	6,544.00	80%	NC	MF	4/26/03			Bad
Student Equipment - Computer	1	Dome Technology	Apple Duet G4 Mid 2004 Mac	Serial # 031712011204	M2781	8852	4/26/03	6	3	6,544.00	80%	NC	MF	4/26/03			Bad
Student Equipment - Computer	1	Dome Technology	Apple Duet G4 Mid 2004 Mac	Serial # 031712011204	M2781	8852	4/26/03	6	3	6,544.00	80%	NC	MF	4/26/03			Bad
Student Equipment - Security	1	Chubb Check One	CCTV Security Equipment		M1784	328	1/25/01	3	5	8,300.00	80%	NC	MF	9/5/04			Bad
Student Equipment - Security	1	Chubb Check One	CCTV Security Equipment		M1784	328	1/25/01	3	5	8,300.00	80%	NC	MF	9/5/04			Bad
Student Equipment - Security	1	Chubb Check One	CCTV Security Equipment		M1784	328	1/25/01	3	5	8,300.00	80%	NC	MF	9/5/04			Bad
Student Equipment - Security	1	Chubb Check One	CCTV Security Equipment		M1784	328	1/25/01	3	5	8,300.00	80%	NC	MF	9/5/04			Bad
Student Equipment - Security	1	Chubb Check One	CCTV Security Equipment		M1784	328	1/25/01	3	5	8,300.00	80%	NC	MF	9/5/04			Bad

9/22/01

CLUB GEMINI/VISUAL INQUIRY

12



4

CLUB Grants-NEWNESS REGISTER

Project Line Item	Quantity	Vendor	Item Description	Identification #	P.O. #/C.O.E.	Vendor #	Invoice #	Invoice Date	UOM	Unit	Cost	Federal %	Used Date	Location	Process Replacement Date	New/Revised Date	Disposal Date	Condition
Student Equipment - Computer	2	ATI/Tremont	Super Quad Computer System	542041	W0273	5250	4762025			2	34,400.00	80%	NC	MF		2002011		Fair
Student Equipment - Computer	1	CALL Audio System	Amiga 3200 700K Color System	546740020	W02617	0412*	2072007			1	10,995.00	80%	NC	MF		2020012		Fair
Student Equipment - Computer	1	CALL Business System	Macintosh 128K Color System	546740042	W02617	0412*	2072007			1	10,995.00	80%	NC	MF		2020012		Fair
Student Equipment - Computer	1	CALL Business System	Amiga 5000 500K Color System	546740089	W02617	0412*	2072007			1	10,995.00	80%	NC	MF		2020012		Fair
Student Equipment - Computer	1	Exeter Construction	Macintosh SE X Color Business System	511432201	W1469	13142	3112007			1	8,200.00	80%	NC	MF		11/22/2011		Fair
Student Equipment - Other	1	724 - 2nd	General Duty Heavy Trailer	LC1280-4012012	W0265	16114	6162004			1	7,250.00	80%	NC	LF		6/20/2009		Fair
Student Equipment - Other	1	RUC	Upgrade for 2nd School	W02712	W02712	207	1124204			1	54,984.32	80%	NC			12/22/2011		Fair
Student Equipment - Other	1	Star View Math Instruction	Video Package	58025	W02712	207	1124204			1	12,460.00	80%	NC					Fair

41

2003 Grant # NY90-X488

Project Line Item	Asset	Quantity	Vendor	Asset Description	Manufacturer #	P. O. I.C. O.#	Invoice #	Beneficial Use Date	Unit/Ltr	Cost	Special %	Yield Title	Location	Proposed Replicent Date	New Proposed Replicent Date	Disposal Date	Color
Support Equipment - System	1	Endura	System - Food from Waste Sys. 3mg	7112006	40238	7112006	7112006	7/1/2006	6	646,573.00	50%	NC	MF	10/28/12			Good
Support Equipment - Office	1	Canon	Printer/Scanner for Support Module	517222	050-51	12/20/06	12/20/06	3	3	8,000.00	60%	NC	MF				Good
Support Equipment - Office	1	Canon	Printer	402046		4/12/2007	4/12/2007	5	5	12,174.00	50%	NC	MF	4/12/12			Good
Support Equipment - Office	1	Canon	Printer	402046		10/12/2008	10/12/2008	10	10	17,428.00	50%	NC	MF	10/11/13			Good
Support Equipment - Telecommunication	2	Eastern Communications	Video Recorder	5055551 and 5041187	402372	1/12/2006	1/12/2006	10	10	61,304.00	80%	NC	MF	1/12/14			Good
Support Equipment - Telecommunication	1	DDI Tech	PCX Switch	402373	43040	9/12/2006	9/12/2006	10	10	74,801.55	80%	NC	MF	2/1/15			Good
Support Equipment - Telecommunication	1	DDI Tech	PCX Switch	402372	40241	9/12/2006	9/12/2006	10	10	77,294.44	80%	NC	MF	2/1/15			Good
Support Equipment - Telecommunication	1	DDI Tech	PCX Switch	402373	40240	1/12/2006	1/12/2006	10	10	25,817.18	80%	NC	MF	1/12/15			Good
Support Equipment - Telecommunication	1	DDI Tech	PCX Switch	402373	40240	9/12/2007	9/12/2007	10	10	37,208.45	60%	NC	MF	3/23/17			Good
Support Equipment - Telecommunication	1	DDI Tech	Telephone Network & security from HFC to IP	402373	40240	1/12/2007	1/12/2007	10	10	15,516.00	50%	NC	MF	1/12/17			Good
Support Equipment - Telecommunication	1	DDI Tech	72 Lines	402373	40240	1/12/2007	1/12/2007	10	10	15,516.00	50%	NC	MF	1/12/17			Good
Support Equipment - Shop Equipment	1	Whitt Tool	Single Check Meter	402373	41152	12/12/06	12/12/06	6	6	5,000.00	80%	NC	MF	12/11/13			Good
Support Equipment - Shop Equipment	1	Massena Resources	Portable Hydraulic Lift	402373	41152	9/12/2004	9/12/2004	10	10	73,204.14	80%	NC	MF	9/12/14			Good
Support Equipment - Shop Equipment	1	Four Seasons	Dry Bath System	402373	41152	8/8/2006	8/8/2006	10	10	3,444.00	80%	NC	MF	3/26/15			Good
Support Equipment - Security	1	ALL K Interlocking Security Services	Security System	402373	41152	2/12/2008	2/12/2008	3	3	6,031.00	80%	NC	MF	7/22/11			Good
Support Equipment - Security	1	Amby Systems	Security System	402373	41152	8/22/06	8/22/06	3	3	5,430.00	80%	NC	MF	5/26/11			Good

5/12/2011

2004 Grant # NY90-X505

Project Line Item	Agency	Vendor	State Description	Identification #	P.O. #/O.D.	Invoice #	Invoice Date	Invoice Amt	Cost	Federal %	Vendor	Location	Proposed Replacement Date	New Proposed Replacement Date	Disposal Date	Condition
1	ADP Systems	ADP UNID COMPARE SYSTEM	ADP UNID COMPARE SYSTEM	100791	40724	25004	12/02/04	6	4,200.00	50%	NC	WF	12/29/01			Bad
2	Thermal Printer	HP Thermal D500 SUP	HP Thermal D500 SUP	1998110403	50923	14081	04/27/04	5	22,800.00	50%	NC	NC		01/20/12		Four
3	Thermal Printer	CI 3000	CI 3000	200301024	50931			4	14,000.00	50%	NC	WF				Good
4	Thermal Printer	CI 3000	CI 3000	USE201416	50932			5	14,000.00	50%	NC	WF				Good
5	Printer	HP Color LaserJet	HP Color LaserJet	HPCL02510	50933			4	22,000.00	50%	NC	WF		03/27/12		Bad
6	Printer	HP Color LaserJet	HP Color LaserJet	HPCL02510	50934			5	13,750.00	50%	NC	WF		10/20/14		Good

114

5/1/2005

CALB Grant-NEVADA Register









2008 Grant # NY90-X589

Project Line Item	Account	Quantity	Unit	Vendor	Item Description	Manufacturer / P.O. #	Invoice #	Brand/Model	Use Date	Life	Cost	Rebate %	Used Title	Location	Proposed Replacement Date	New Proposed Replacement Date	Disposal Date	Condition
2	Unid Metals			Core Steel Ltd		US072	200805-021	80113	10	3	20,940.00	0%	NC	UF	201008			Excellent
1	French Industries			Floor Scaffolding		SI151	15427	12010	10	5	5,720.00	0%	NC	UF	120008			Excellent
1	Edco Company			Stair Step and Riser		SS024	11037	12020	10	5	24,000.00	0%	NC	UF	101008			Excellent
1	Edco Company			Riser Face Scaffolding		SI029	11117	22010	10	5	25,000.00	0%	NC	UF	201008			Excellent
1	Edco Company			Edco Wall Climb		SI043	12441	22020	10	5	14,250.00	0%	NC	SV	200908			Excellent

120

5-23011

CALIB Grants-NEW/used Register 1

Project Line Item	Asset	Quantity	Vendor	Asset Description	P.O. #/C.O.F.	Hydra #	Serial #	Asset ID	Unit Cost	Unit Price	Cost	Federal %	Vendor Title	Location	Proposed Replacement Date	New Proposed Replacement Date	Disposal Date	Condition
1	Video Camera System	1	Video Camera System	Computer/Video System	1020902	1015C-101004	000010	000010	0	0	31,000.00	50%	NC	MF	00002019			Good
2	Digital Equipment Computer	2	Digital Connection, Inc.	Product Data Of Server	02487	70047	040210	040210	2	2	13,000.00	0%	NC	MF	00002019			Good
3	Video Camera System	1	Video Camera System	30 Day Uninterruptible Power Supply	32478	1015C-102004	040210	040210	0	1	42,000.00	10%	NC	MF	20102019			Good
4	Digital Equipment - Storage	2	Empire Tools and Equipment Warehouse	External Hard Drive Recovery Module	020003	0000240	000020	000020	10	2	10,000.00	0%	NC	MF	00002019			Good
5	Digital Equipment - Storage	1	John Kruse Inc.	DAT-1287 2TB Computer	00723	0000240	000021	000021	10	1	10,000.00	0%	NC	MF	00002019			Good



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122

MTA LONG ISLAND BUS  
COMPUTER EQUIPMENT

Asset Tag	Item Description	Department	Location
22255	APC - 1000 Pro	MF Maintenance Adm'n.	MF 2nd Floor
22521	APC - 1000 Pro	MF Maintenance Adm'n.	MF Maintenance Adm'n
22519	APC - 1400 Smart	MF Maintenance Adm'n.	MF Maintenance Adm'n
22881	APC - 1500 Smart	Office Of The President	Office of the President
21898	APC - 1500 Smart	Command Center Control	Command Center
22439	APC - 1500 Smart	INVENTORY	Computer Lab
22441	APC - 1500 Smart	IS&T Administration	MF IT Store Room
22492	APC - 1500 Smart	IT	Green House
22493	APC - 1500 Smart	IT	IT Cage Mf 2nd Fl
22880	APC - 1500 Smart	IT	IT Cage
22438	APC - 1500 Smart	Office Of The President	Executive Office
22571	APC - 1500 Smart	PT Dispatch	PT 1st Floor
22440	APC - 1500 Smart	RC Foreman	RVC
20373	APC - 1500RM	IS&T Administration	MF IT Store Room
22858	APC - 1500RM	IS&T Administration	MF IT Store Room
22857	APC - 1500RM	MINEOLA	Mineola
22303	APC - 1500RM	IS&T Administration	RC Server Room
20349	APC - 1500RM	RC Dispatch	RC Dispatch
23194	APC - 2200RM	IT	Computer Room
23193	APC - 2200RM	IT	Computer Room
16791	APC - 450	Finance	Finance
20330	APC - 750 Smart	IT	Chris O'hara's Office
20055	APC - 750 Smart	IS&T Administration	IT Cage
20179	APC - 750 Smart	IS&T Administration	MF Storage Room
20174	APC - 750 Smart	IS&T Administration	IT CAGE
20175	APC - 750 Smart	IS&T Administration	MF Storage Room
20272	APC - 750 Smart	IS&T Administration	MF IT LAB
20273	APC - 750 Smart	IS&T Administration	MF Storage Room
20274	APC - 750 Smart	IS&T Administration	MF Storage Room
20275	APC - 750 Smart	IS&T Administration	MF Storage Room
22724	APC - 750 Smart	IS&T Administration	Mineola Kiosk Station 1
20270	APC - 750 Smart	IS&T Administration	Computer Lab
20323	APC - 750 Smart	IT	IT CAGE AREA
20324	APC - 750 Smart	IT	IT-LAB
20326	APC - 750 Smart	IT	IT Lab
20326	APC - 750 Smart	IT	Storage Room

224

20327	APC - 750 Smart	IT	Storage Room
20329	APC - 750 Smart	IT	IT CAGE
20176	APC - 750 Smart	Operations	MF Command Center Training Office
20271	APC - 750 Smart	IS&T Administration	Sr. Managers Office
23106	APC - Smart UPS 750	RC Line Supervisors	RC 1st floor RF Server
23052	Canon AIO Pixma MX850	IT	IT Storage Room
23053	Canon AIO Pixma MX850	RC Operations Support	IT Storage Room
23051	Canon AIO Pixma MX850	Operations	Operations
20291	Canon Image Runner 3025	Warranty	MF 1st Floor
20295	Canon Imagerunner 1023	Benefits	Benefits
21723	CD Duplicator - Kanguru USB 2.0. 1-5 52 X	IT	IT
20240	Dell 42U Server Rack	IT	Server Room
22030	DVD- HP DVD WRITER	IT	IT Lab
22031	DVD- HP DVD WRITER	IT	IT Lab
23043	Epson C120 Color Printer	IT	IT Cage
22870	External Drive - Ethernet Disk Mini	IS&T Administration	MF IT Store Room
22998	FAX - US Robotics Sportster 56k	Human Resources	Human Resources
22997	FAX - US Robotics V.92	IT	IT LAB
IT0005	Flash Drive	IT	MF IT
IT0013	Flash Drive	Claims	MF IT
IT0008	Flash Drive	IT	MIS Area
IT0012	Flash Drive	Procurement	
IT0002	Flash Drive	Finance	Finance
IT0004	Flash Drive	IT	MF IT
IT0006	Flash Drive	Finance	MF Finance
IT0015	Flash Drive	Finance	Finance - Capital
20990	Hard Drive - Seagate 160 GB	IT	IT Infrastructure MF 2nd FL
20986	Hard Drive - Seagate 160 GB	IT	IT Storage MF 2nd FL
20988	Hard Drive - Seagate 160 GB	IT	IT Storage MF 2nd FL
20989	Hard Drive - Seagate 160 GB	IT	IT Storage MF 2nd FL
20987	Hard Drive - Seagate 160 GB	IT	Server room
20991	Hard Drive - Seagate 160 GB	IT	MF BSC 2nd Floor
222892	Hard Drive - Western Digital 250GB External	IS&T Administration	STORAGE ROOM
222893	Hard Drive - Western Digital 250GB External	IS&T Administration	STORAGE ROOM
22893	Hard Drive - Western Digital 250GB External USB	IT	IT Lab
22891	Hard Drive - Western Digital 400GB External	INVENTORY	IT Computer Lab

20083	Hard Drive - Western Digital 500 GB External	IS&T Administration	Network Operations
20052	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage Room
20054	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage Room
20057	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage Room
20058	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage Room
20059	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage Room
20267	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage
20268	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage
20269	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	MF Storage
20051	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	RC Server Room
20053	HP 24A HV Core Only Corded Power Distribution Unit	IS&T Administration	RC Server Room
20056	HP 24A HV Core Only Corded Power Distribution Unit	RC SERVER ROOM	RC SERVER ROOM
20060	HP 24A HV Core Only Corded Power Distribution Unit	RC SERVER ROOM	RC SERVER ROOM
21170	HP DesignJet 9500 Plotter	Graphics	Graphics
21759	HP ScanJet 4900c	IT	IT
20928	HP ScanJet 8420N	PT West Wing	PT - West Wing
23050	HP ScanJet C4050	Graphics	Graphics
20301	Konica Minolta Bizhub 350 Printer	Human Resources	Human Resources
20920	Konica Minolta Bizhub 350 Printer	Office Of The President	
21455	Laptop - Dell 3800	Engineering Operations	Operations
21452	Laptop - Dell 3800	MF Maintenance Admin.	Operations
21453	Laptop - Dell 7000	Engineering Operations	Operations
21454	Laptop - Dell 7000	Engineering Operations	Operations
22067	Laptop - Dell Latitude C540	IT	Security
22068	Laptop - Dell Latitude C540	IT	Security
21834	Laptop - Dell Latitude Gpx	IT	MF IT Storage Room 2nd Floor
22362	Laptop - Dell Latitude D500	Engineering Operations	Engineering Operations
22878	Laptop - Dell Latitude D510	IT	Storage Room
22727	Laptop - Dell Latitude D510	Operations	2nd Fl Storage
22608	Laptop - Dell Latitude D600	IT	Inventory Rebuilt
22514	Laptop - Dell Latitude D600	IS&T Administration	Loaher
22513	Laptop - Dell Latitude D600	Operations & Technology	Operations Technology
22606	Laptop - Dell Latitude D600	INVENTORY	Richard Jenkins Office
22979	Laptop - Dell Latitude D620	PI Administration	Paral
22982	Laptop - Dell Latitude D620	INVENTORY	Storage Room
22978	Laptop - Dell Latitude D620	IT	2nd Floor Storage Room

22983	Laptop - Dell Latitude D620	IS&T Administration	BSP.
22985	Laptop - Dell Latitude D620	Operations & Technology	MF
22981	Laptop - Dell Latitude D620	Finance	Finance
22984	Laptop - Dell Latitude D620	IT	IT Infrastructure
22980	Laptop - Dell Latitude D620	Operations	Sr. Manager of IT
23166	Laptop - Dell Latitude E5400	PT Administration	Ben Dupuy's Office PARA 1st Fl
23196	Laptop - Dell Latitude E5400	IS&T Administration	IT Storage Room
23197	Laptop - Dell Latitude E5400	IS&T Administration	IT Storage Room
23195	Laptop - Dell Latitude E5400	IS&T Administration	Home Laptop for support
21955	Laptop - Dell Latitude C510	IS&T Administration	MF - Storage - Loaner
21956	Laptop - Dell Latitude C510	IT	Operations
OP0001	Laptop - Dell Latitude D500	Operations & Technology	Operations
OP0002	Laptop - Dell Latitude D500	Operations	Operations
23100	Laptop - Dell Precision M6400	Finance	Finance
20415	Laptop - HP 1000CX	Engineering Operations	Operations
20684	Laptop - IBM 2621	MF Maintenance Admin.	Operations
17627	Laptop - IBM 2625	IT	Para Transit
16853	Laptop - IBM P120	Operations	MF - MAINTENANCE
22963	Laptop - Latitude D630	IT	IT OPERATION MANAGER
22962	Laptop - Latitude D630	IT	MF 2nd Floor Storage Room
22964	Laptop - Latitude D630	IT	MF 2nd Floor Storage Room
22967	Laptop - Latitude D630	IT	College Point
22965	Laptop - Latitude D630	Graphics	MF IT Storage Room
22966	Laptop - Latitude D630	PT	ParaTransit (for Bus maint)
23159	Laptop - Panasonic Toughbook CF-30	INVENTORY	MF IT Storage Room 2nd Floor
20238	Laptop - Panasonic Toughbook CF-30	Operations & Technology	MDT19 Laptop
20912	Laptop - Panasonic Toughbook CF-30	Operations & Technology	MDT11
20913	Laptop - Panasonic Toughbook CF-30	Operations & Technology	MDT12
20914	Laptop - Panasonic Toughbook CF-30	Operations & Technology	MDT13
20915	Laptop - Panasonic Toughbook CF-30	Operations & Technology	MDT14
23158	Laptop - Panasonic Toughbook CF-30	STORSS OPERATIONS	MF IT Storage Room 2nd Floor
23162	Laptop - Panasonic Toughbook CF-30	RC Maintenance Admin	RVC Foreman's Office
20416	Laptop - Toshiba 110CS	Farebox Dept	Operations
20417	Laptop - Toshiba 110CS	Farebox Dept	Farebox Dept
20418	Laptop - Toshiba 110CS	RC Farebox Repair	Operations
21450	Laptop - Toshiba 4010CDS	Farebox Dept	Operations



21451	Laptop - Toshiba 4010CDS		Farebox Dept	
20278	MISC - Dell		IS&T Administration	MF IT Storeroom
21957	Modem - Dell True Mobile		IT	IT Storage Room
22518	Modem - OS Robotics External		Customer Service	Customer Service
22324	Monitor - Compaq FP Monitor/Keyboard		IS&T Administration	MF Server Room
22705	Monitor - Dell 1702FP		IS&T Administration	Scheduling
22714	Monitor - Dell 1701FP		MF Maintenance Admin	Maintenance
22702	Monitor - Dell 1702FP		Labor Relations	Labor Relations
22697	Monitor - Dell 1702FP		Customer Service	Customer Service
22699	Monitor - Dell 1702FP		INVENTORY	IT Lab
20836	Monitor - Dell 1702FP		BSP	BSP
20776	Monitor - Dell 1702FP		Procurement	Procurement
22698	Monitor - Dell 1702FP		Dispatch	Dispatch
21952	Monitor - Dell 1702FP		PT Dispatch	PT Dispatch
20817	Monitor - Dell 1702FP		IT	Data Administration
20845	Monitor - Dell 1702FP		Farebox Dept	Farebox
21950	Monitor - Dell 1702FP		Human Resources	Human Resources
20833	Monitor - Dell 1702FP		Graphics	Graphics
20848	Monitor - Dell 1702FP		Graphics	Graphics
20841	Monitor - Dell 1702FP		Operations & Technology	C & G Station
20844	Monitor - Dell 1702FP		IT	Computer Lab
20834	Monitor - Dell 1702FP		BSP	MIS Area
21969	Monitor - Dell 1702FP		Operations Safety Admin	Safety
20843	Monitor - Dell 1702FP		Operations Support	Rockville Centre
20846	Monitor - Dell 1702FP		Shipping & Receiving	Shipping & Receiving
20835	Monitor - Dell 1702FP		MF Maintenance Admin	Spears (Outside Superin Office)
21949	Monitor - Dell 1702FP		Human Resources	Human Resources
21953	Monitor - Dell 1702FP		Administrative Services	Reception Area
22696	Monitor - Dell 1702FP		Accounts Payable	Finance
20842	Monitor - Dell 1702FP		RC Maintenance Admin	RVC/PC of the Cart
20849	Monitor - Dell 1702FP		Procurement	Procurement
20847	Monitor - Dell 1702FP		Shipping & Receiving	Shipping
20850	Monitor - Dell 1702FP		Operations & Technology	RC GYS Station
22801	Monitor - Dell 1704FP		Procurement	Procurement
22762	Monitor - Dell 1704FP		Claims	Claims
22809	Monitor - Dell 1704FP		Procurement	Procurement-Purchasing

22794	Monitor - Dell 1704FPT	Finance	FINANCE
22802	Monitor - Dell 1704FPT	Mail Room	Mailroom
22818	Monitor - Dell 1704FPT	BSP	BSP
22766	Monitor - Dell 1704FPT	PT Reservations	PT (Reservations)
22777	Monitor - Dell 1704FPT	Security	Security Office
22758	Monitor - Dell 1704FPT	INVENTORY	IT (Cage)
22751	Monitor - Dell 1704FPT	INVENTORY	IT Storage (Cage)
22763	Monitor - Dell 1704FPT	INVENTORY	IT Storage (Cage)
22791	Monitor - Dell 1704FPT	INVENTORY	Computer Lab area (MF 2nd FL)
22795	Monitor - Dell 1704FPT	INVENTORY	IT Storage (Cage)
22810	Monitor - Dell 1704FPT	INVENTORY	It Lab
22771	Monitor - Dell 1704FPT	IT	IT Lab
22760	Monitor - Dell 1704FPT	IT	MF 2nd FL computer room
22775	Monitor - Dell 1704FPT	IT	IT Department (Applications)
22808	Monitor - Dell 1704FPT	Procurement	Procurement
22765	Monitor - Dell 1704FPT	RC Foreman	RC Foreman
22778	Monitor - Dell 1704FPT	Finance	Finance
22772	Monitor - Dell 1704FPT	BSP	BSP
22807	Monitor - Dell 1704FPT	Procurement	Procurement
22767	Monitor - Dell 1704FPT	Finance	Finance
22855	Monitor - Dell 1704FPT	Operations	Operations
22799	Monitor - Dell 1704FPT	Human Resources	Human Resources
22798	Monitor - Dell 1704FPT	Human Resources	Human Resources
22796	Monitor - Dell 1704FPT	BSP	MF BSP
22764	Monitor - Dell 1704FPT	RC Farebox Repair	RC Stock Room
22811	Monitor - Dell 1704FPT	IT	St. Managers Office
22759	Monitor - Dell 1704FPT	IT	IT Applications
22813	Monitor - Dell 1704FPT	Operations Safety Admin	Safety
22806	Monitor - Dell 1704FPT	MF Maintenance Admin.	MF Maintenance
22804	Monitor - Dell 1704FPT	Operations	SPEAR KIOSK Outside Foreman
22776	Monitor - Dell 1704FPT	Finance	Finance
22793	Monitor - Dell 1704FPT	Operations	Operations
22773	Monitor - Dell 1704FPT	Engineering Operations	Engineering Operations
20068	Monitor - Dell 1707FP	PT Reservations	PT (Reservations)
20079	Monitor - Dell 1707FP	IT	Chris O'Hara's Office
20074	Monitor - Dell 1707FP	IT	Paratransit

20048	Monitor - Dell 1707FP	PT Reservations	PT (Reservations)
20066	Monitor - Dell 1707FP	PT TIC	PT (TIC)
20073	Monitor -Dell 1707FP	PT TIC	PT (TIC)
20072	Monitor -Dell 1707FP	IT	Data Entry/Area
20043	Monitor -Dell 1707FP	RC Maintenance Admin	RC 1st Floor
22987	Monitor -Dell 1707FP	RC Maintenance Admin	RC 2nd Floor
20039	Monitor -Dell 1707FP	Operations	Operations
20078	Monitor -Dell 1707FP	Security	Security
20038	Monitor -Dell 1707FP	INVENTORY	IT Storage (Cage)
20041	Monitor -Dell 1707FP	Operations	Safety and Operations
22986	Monitor -Dell 1707FP	PT Reservations	PT (Reservation)
20040	Monitor -Dell 1707FP	Payroll	Payroll Department
22988	Monitor -Dell 1707FP	PT Reservations	PT (Reservation)
20042	Monitor -Dell 1707FP	Operations	Operations
20049	Monitor -Dell 1707FP	PT TIC	PT (TIC)
20044	Monitor -Dell 1707FP	PT	Para Transit
20075	Monitor -Dell 1707FP	PT Reservations	PT (Reservations)
20076	Monitor -Dell 1707FP	PT	Para Transit
20071	Monitor -Dell 1707FP	PT TIC	PT (TIC)
20045	Monitor -Dell 1707FP	PT	Para Transit
22989	Monitor -Dell 1707FP	PT TIC	PT (TIC)
20037	Monitor -Dell 1707FP	Mf-Maintenance Admin.	Maintenance
20067	Monitor -Dell 1707FP	Operations	Security
20046	Monitor -Dell 1707FP	STORES OPERATIONS	Bayshop
20069	Monitor -Dell 1707FP	STORES OPERATIONS	Bayshop Window
20070	Monitor -Dell 1707FP	STORES OPERATIONS	Bayshop
20097	Monitor -Dell 1707FP	PT	Para Transit
22814	Monitor -Dell 1708FP	IT	IT LAB
22297	Monitor -Dell 1708FP	IS&T Administration	IT Lab
22701	Monitor -Dell 1708FP	PT Administration	Paratransit
22135	Monitor -Dell 1900FP	INVENTORY	ME IT Storage room 2nd Fl
22132	Monitor -Dell 1900FP	PT Dispatch	PT Dispatch
22139	Monitor -Dell 1900FP	PT	PT Dispatch
20851	Monitor -Dell 1900FP	INVENTORY	IT Lab
20852	Monitor -Dell 1900FP	PT Dispatch	PT Dispatch
22136	Monitor -Dell 1901FP	Graphics	Graphics

22138	Monitor - Dell 1901FP	PT Dispatch	PT Dispatch
22668	Monitor - Dell 1905FP	PT Dispatch	PT Dispatch
22670	Monitor - Dell 1905FP	RC Foreman	Monica's Office at RVC
22675	Monitor - Dell 1905FP	PT Dispatch	PT Dispatch
22669	Monitor - Dell 1905FP	Graphics	Graphics
22672	Monitor - Dell 1905FP	PT TIC	PT (TIC)
22676	Monitor - Dell 1905FP	PT Dispatch	PT Dispatch
22671	Monitor - Dell 1905FP	RC Dispatch	RVC
22674	Monitor - Dell 1905FP	IS&T Administration	Sr. Managers Office
22667	Monitor - Dell 1905FP	PT Dispatch	PT Dispatch
20908	Monitor - Dell 1907FP	PT Reservations	Para - Reservationist
20885	Monitor - Dell 1907FP	Payroll	MF 1st. FL Christine's office
20312	Monitor - Dell 1907FP	IS&T Administration	MF Dispatch Area
22482	Monitor - Dell 1907FP	Procurement	Procurement
20878	Monitor - Dell 1907FP	IS&T Administration	Farbox
20894	Monitor - Dell 1907FP	MF Foreman	1st floor
20879	Monitor - Dell 1907FP	Hempstead Transit Center	Hempstead
20311	Monitor - Dell 1907FP	INVENTORY	IT Cage
20883	Monitor - Dell 1907FP	INVENTORY	IT Storage (Cage)
20309	Monitor - Dell 1907FP	IS&T Administration	MF Storage Room
20884	Monitor - Dell 1907FP	IS&T Administration	MF Storage Room
22483	Monitor - Dell 1907FP	IS&T Administration	Crew Dispatch
22887	Monitor - Dell 1907FP	IT	IT (Applications)
20909	Monitor - Dell 1907FP	PT Reservations	PT reservation
22479	Monitor - Dell 1907FP	BSP	IT Management Area
22886	Monitor - Dell 1907FP	Office Of The President	Office of the President
22481	Monitor - Dell 1907FP	Finance	Finance
20881	Monitor - Dell 1907FP	IT	MIS Area
22485	Monitor - Dell 1907FP	Dispatch	MF Dispatch
22478	Monitor - Dell 1907FP	Warranty	Warranty
20887	Monitor - Dell 1907FP	Scheduling	Scheduling
20877	Monitor - Dell 1907FP	IS&T Administration	Data Administration
20893	Monitor - Dell 1907FP	RC Foreman	RVC Foreman's Office
22480	Monitor - Dell 1907FP	PT West Wing	PT - West Wing
20303	Monitor - Dell 1907FP	Finance	Finance
20888	Monitor - Dell 1907FP	Executive	Executive

20308	Monitor - DELL 1907FP		PT TIC	PT Travel Information Center
20886	Monitor -DELL 1907FP		Finance	Finance
20880	Monitor -DELL1907FP		PT Administration	PT (Administration)
20895	Monitor -DELL1907FP		IT	IT
20890	Monitor -DELL 1907FP		Dispatch	Dispatch
20896	Monitor -DELL 1907FP		Dispatch	Dispatch
20910	Monitor -DELL1907FP		Finance	Money Room
20882	Monitor -DELL 1907FP		RC Foreman	Workshop/RWC
20348	Monitor -DELL1908FP		Claims	Claims - MF 1st Floor
23097	Monitor -DELL1908FP		MF Transportation Admin	MF Transportation Admin
20212	Monitor -DELL 1908FP		Finance	Finance
20968	Monitor -DELL 1908FP		IS&T Administration	Network Operations Area
20961	Monitor -DELL 1908FP		IT	Network Operations Area
20976	Monitor -DELL 1908FP		PT	Paratransit Crew Room
20976	Monitor -DELL 1908FP		Command Center Control	MF Command Center
20976	Monitor -DELL 1908FP		Command Center Control	MF Command Center
20318	Monitor -DELL 1908FP		Maintenance Admin.	RVC (Upstairs from Foreman)
20215	Monitor -DELL 1908FP		MF Maintenance Admin.	RVC (Upstairs from Foremans Office)
20244	Monitor -DELL 1908FP		Dispatch	Yard Dispatch
20966	Monitor -DELL 1908FP		Human Resources	Human Resources
20209	Monitor -DELL 1908FP		IS&T Administration	MF
20217	Monitor -DELL 1908FP		Security	Security
20975	Monitor -DELL 1908FP		Human Resources	Human Resources
20248	Monitor -DELL 1908FP		Finance	Finance
20246	Monitor -DELL 1908FP		INVENTORY	IT Storage Room (Cage)
20347	Monitor -DELL 1908FP		INVENTORY	MF Storage Room
20214	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
20387	Monitor -DELL 1908FP		IS&T Administration	Server Room
20969	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
20978	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
23090	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
23094	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
23154	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
23155	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
23092	Monitor -DELL 1908FP		IS&T Administration	MF Storage Room
23091	Monitor -DELL 1908FP		BSP	Infrastructure Office

20211	Monitor - DELL 1908FP	Warranty	Warranty
20979	Monitor - DELL 1908FP	Payroll	Payroll
20218	Monitor - DELL 1908FP	MF Maintenance Adm'n.	MF Maintenance Office 1st Floor
20348	Monitor - DELL 1908FP	IT	MF 1st FL
23093	Monitor - DELL 1908FP	IT	MF 1st FL
23095	Monitor - DELL 1908FP	IT	MF 1st FL
20967	Monitor - DELL 1908FP	MF Training Room	IT Training Room
20345	Monitor - DELL 1908FP	Accounts Payable	Desk across from Marixa
20962	Monitor - DELL 1908FP	IT	CIO Office
20963	Monitor - DELL 1908FP	IS&T Administration	BSP
20960	Monitor - DELL 1908FP	BSP	Chris Ohara's Office
20964	Monitor - DELL 1908FP	RC Operations Support	RVC Foreman's Office
20216	Monitor - DELL 1908FP	IS&T Administration	Claims
20247	Monitor - DELL 1908FP	RC Foreman	Foreman (RVC) 1st fl
20970	Monitor - DELL 1908FP	RC Line Supervisors	RC Line Supervisor (Foreman)
20973	Monitor - DELL 1908FP	IT	Help Desk/Data Entry
20344	Monitor - DELL 1908FP	Facilities/Construction	Para Transf out side office
20241	Monitor - DELL 1908FP	Procurement	Procurement 2nd FL MF
20245	Monitor - DELL 1908FP	Operations	SPEARS KIOSK
20248	Monitor - DELL 1908FP	Operations	SPEAR KIOSK Foreman Office
23096	Monitor - DELL 1908FP	IS&T Administration	MF PAYROLL 2NF FL
20974	Monitor - DELL 1908FP	IS&T Administration	MF Network Administration
20965	Monitor - DELL 1908FP	Operations	RVC Operation Support
20210	Monitor - DELL 1908FP	Bay Shop	Bay Shop
20135	Monitor - DELL 1908FP	Command Center Control	MF Command Center
20136	Monitor - DELL 1908FP	Command Center Control	MF Command Center
20138	Monitor - DELL 1908FP	Finance	Finance
20139	Monitor - DELL 1908FP	Finance	Finance
20147	Monitor - DELL 1908FP	Finance	Finance
20137	Monitor - DELL 1908FP	Dispatch	Yard Dispatch.
20144	Monitor - DELL 1908FP	MF Operators	Maintenance Office
20143	Monitor - DELL 1908FP	INVENTORY	IT Storage (Cage)
20183	Monitor - DELL 1908FP	INVENTORY	IT Computer Room
20134	Monitor - DELL 1908FP	IT	MF Server Room
20223	Monitor - DELL 1908FP	Procurement	Procurement
20148	Monitor - DELL 1908FP	Procurement	Procurement

20126	Monitor - DELL 1908FPT		Customer Service	Halon Room
20000	Monitor - Dell 1908FPT		Accounts Payable	Accounts Payable
20146	Monitor - DELL 1908FPT		Procurement	Procurement
20183	Monitor - DELL 1908FPT		RC Operations Support	RVC Foreman office
20142	Monitor - DELL 1908FPT		Command Center Control	MF Command Center
20149	Monitor - DELL 1908FPT		Procurement	Procurement Area
20131	Monitor - DELL 1908FPT		Engineering Operations	Outside Base Shop
20132	Monitor - DELL 1908FPT		Engineering Operations	ENG Station at RVC
20129	Monitor - DELL 1908FPT		Human Resources	Human Resources
20141	Monitor - DELL 1908FPT		Procurement	Procurement
20130	Monitor - DELL 1908FPT		RC Stock Room	RVC
20220	Monitor - DELL 1908FPT		Scheduling	Scheduling
20222	Monitor - DELL 1908FPT		Customer Service	Customer Service
20225	Monitor - DELL 1908FPT		Finance	Finance
20226	Monitor - DELL 1908FPT		Human Resources	Human Resources
20145	Monitor - DELL 1908FPT		Human Resources	Human Resources
20140	Monitor - DELL 1908FPT		Stores Operations	Transportation Office
20221	Monitor - DELL 1908FPT		RC Line Supervisors	Stock room (MF 1st FL)
20253	Monitor - Dell 2408WFP		Operations	Operations - MF 2nd Floor
20316	Monitor - Dell 2408WFP		IT	BSP
20998	Monitor - Dell 2408WFP		IT	BSP
20257	Monitor - Dell 2408WFP		IS&T Administration	IT Infrastructure
20364	Monitor - Dell 2408WFP		Operations	Operations (2nd Floor)
20317	Monitor - Dell 2408WFP		PT West Wing	PT West Wing
20254	Monitor - Dell 2408WFP		IT	MF IT Storage Room
20255	Monitor - Dell 2408WFP		IT	MF IT Storage Room
20315	Monitor - Dell 2408WFP		IT	MF IT Storage Room
20365	Monitor - Dell 2408WFP		Executive	Executive Office
20256	Monitor - Dell 2408WFP		Operations	1st Floor
22971	Monitor - Dell 2408WFP		BSP	Helpdesk
20366	Monitor - Dell 2408WFP		Operations Support	Operations Support
20252	Monitor - Dell 2408WFP		Operations	RVC Operation Support
20314	Monitor - Dell 2408WFP		IT	MF Network Administration
20367	Monitor - Dell 2408WFP		Operations	Operations
22146	Monitor - Dell E171FP		Operations & Technology	Engineering
22158	Monitor - Dell E171FP		INVENTORY	IT Lab

22145	Monitor - Dell E173FP	Medical	Medical Office
22153	Monitor - Dell E171FP	MINIOLA	Mineola
22147	Monitor - Dell E171FP	Scheduling	Scheduling
22157	Monitor - Dell E171FP	MF Maintenance Admin.	MF Maint: 1st Fl
22149	Monitor - Dell E171FP	IT	Computer Lab
22150	Monitor - Dell E171FP	Operations	1st Floor (Safety)
22143	Monitor - Dell E171FP	Operations	In the KIOSK by Bus wash at MF
22692	Monitor - Dell E173FP	Payroll	MF Maintenance Administration
22716	Monitor - Dell E173FP	Scheduling	MF Scheduling
22688	Monitor - Dell E173FP	Finance	Finance
22684	Monitor - Dell E173FP	Union	Union Office (RVC)
22577	Monitor - Dell E173FP	RC Foreman	RVC Foreman's Office
22709	Monitor - Dell E173FP	Transportation Admin	MF Transportation Administration
22576	Monitor - Dell E173FP	INVENTORY	IT Storage (Cage)
22587	Monitor - Dell E173FP	INVENTORY	IT LAB
22677	Monitor - Dell E173FP	INVENTORY	Computer Room
22679	Monitor - Dell E173FP	INVENTORY	Computer Lab
22683	Monitor - Dell E173FP	INVENTORY	IT Storage (Cage)
22691	Monitor - Dell E173FP	INVENTORY	IT Storage (Cage)
22712	Monitor - Dell E173FP	IS&T Administration	Computer Lab
22711	Monitor - Dell E173FP	BSP	IT Project Management Area
22700	Monitor - Dell E173FP	IT	2nd Floor Teleco Room
22689	Monitor - Dell E173FP	RC Maintenance Admin	RVC
22705	Monitor - Dell E173FP	MF Line Supervisors	MF Line Supervisor
22682	Monitor - Dell E173FP	Shipping & Receiving	Shipping and Receiving Area
22678	Monitor - Dell E173FP	Operations Safety Admin	Safety
22713	Monitor - Dell E173FP	Finance	Finance
22584	Monitor - Dell E173FP	BSP	BSP
22578	Monitor - Dell E173FP	Claims	Claims
22589	Monitor - Dell E173FP	MIS	Rockville Center
22269	Monitor - Dell E173FP	Claims	Legal
22687	Monitor - Dell E173FP	Finance	Finance
22710	Monitor - Dell E173FP	Operations & Technology	Operations Technology
22582	Monitor - Dell E173FP	Claims	Claims
22707	Monitor - Dell E173FP	Scheduling	Scheduling
22694	Monitor - Dell E173FP	MF Maintenance Admin.	Foreman's office

205



22685	Monitor - Dell E173FP	Operations Safety Admin	Operations Safety Admin
22586	Monitor - Dell E173FP	Operations & Telecomm.	Halon Room
22575	Monitor - Dell E173FP	Union	MF Maint. Union Office
22684	Monitor - Dell E173FP	RC Foreman	Fuel Line RVC
22075	Monitor - Dell P793	Benefits	Benefits
21763	Monitor - Dell P793	INVENTORY	MF Computer Room
21775	Monitor - Dell P793	Command Center Control	Command Center
21851	Monitor - Dell P793	Operations Support	MF BASE
21874	Monitor - Dell P992	INVENTORY	By cab/ab para
21802	Monitor - Dell P992	PT Dispatch	PD Room
21965	Monitor - Dell Tritron P780	Command Center Control	Command Center
21659	Monitor - Dell Tritron Ultrascan P780	Command Center Control	Central Command Center
21593	Monitor - Dell Tritron Ultrascan P780	Security	Command Center
20772	Monitor - Dell Tritron Ultrascan P780	INVENTORY	Computer Lab
21407	Monitor - Dell Tritron Ultrascan P780	INVENTORY	IT Lab
21401	Monitor - Dell Tritron Ultrascan P780	IT	IT LAB
21560	Monitor - Dell Tritron Ultrascan P780	MF Maintenance Admin.	Atrium
21648	Monitor - Dell Tritron Ultrascan P780	Finance	RC Money Room
21695	Monitor - Dell Tritron Ultrascan P780	Dispatch	Crew Dispatch
21673	Monitor - Dell Tritron Ultrascan P780	Engineering Operations	UNIFORM ROOM 1st Fl.
21654	Monitor - Dell Tritron Ultrascan P780	Operations & Technology	Rolling Bus Dispatch In-Shop
22667	Monitor - Enturive Tech ELO	Command Center Control	Command Center Training room
22723	Monitor - Enturive Tech ELO	IT	IT Cage (Disposal)
20925	Monitor - Enturive Tech ELO	Operations Safety Admin	MIS Training Room
21610	Monitor - Enturive Tech ELO	MIS	MF 2nd Floor
21548	Monitor - Foxboro I/A SERIES	IT	Back Of Server Room
22500	MONITOR - HP RACKMOUNTABLE 17"	IS&T Administration	MF Computer room
22501	MONITOR - HP RACKMOUNTABLE 17"	IS&T Administration	MF Computer Room
22503	MONITOR - HP RACKMOUNTABLE 17"	IS&T Administration	RC Server Room
22502	MONITOR - HP RACKMOUNTABLE 17"	IS&T Administration	04/12/2009
21542	Monitor - IBM G74	Bay Shop	Bay Shop Shared PC
21413	Monitor - IBM G74	Operations Safety Admin	Safety
22081	Monitor - MAG Innovation D1700	Purchasing	Purchasing
20452	Monitor - MAG Innovation D1700	PT Dispatch	PT Dispatch
20449	Monitor - MAG Innovation D1700	RC Farahox Repair	RC Dispatch
22255	Monitor - MAG Innovation DX1595	RC Dispatch	RC Dispatch

22256	Monitor - MAG Innovision DX15FE	RC Dispatch	RC Dispatch	
20493	Monitor - MAG Innovision DX700T	Command Center Control	Command Center	
20752	Monitor - MAG Innovision DX700T	Command Center Control	MF 1st Floor	
20710	Monitor - MAG Innovision DX700T	RC Operations Support	Gloria Vota's Office	
20511	Monitor - MAG Innovision DX700T	INVENTORY	Computer Room	
20557	Monitor - MAG Innovision DX700T	Operations Safety Admin	Halon Room	
20634	Monitor - MAG Innovision DX700T	Operations & Technology	Green House	
20508	Monitor - MAG Innovision DX700T	RC Maintenance Admin	RC Maintenance Administration	
20063	Monitor - NEC MultiSync LCD2170NX	MINEOLA	Mineola	
22119	Monitor - Pacom Crystal Lake	Scheduling		01/20/2006
22183	Monitor - Pacom Crystal Lake 15	IT		02/10/2006
22186	Monitor - Pacom Crystal Lake 17	IT		12/02/2003
22106	Monitor - Pacom Crystal Lake 17	INVENTORY		07/11/2003
22199	Monitor - Pacom Crystal Lake 17	MF Line Supervisors		
22211	Monitor - VIEWSONIC 17GS	PT	PT CAGE	
22210	Monitor - VIEWSONIC 17GS	INVENTORY	IT Lab	
22212	Monitor - VIEWSONIC 17GS	INVENTORY	Back Of Server Room	
20385	Monitor Dell 19 in E1905	RC Maintenance Admin	RVC P&E	
20380	Monitor Dell 19 in E1905	INVENTORY		
20384	Monitor Dell 19 in E1905	INVENTORY		
20383	Monitor Dell 19 in E1905	MF Maintenance Admin		
20386	Monitor Dell 19 in E1905	MF Training Room	IT Training Room	
20387	Monitor Dell 19 in E1905	Payroll	MF Payroll Office	
20381	Monitor Dell 19 in E1905	RC Dispatch	RVC 1st Floor	
20388	Monitor Dell 19 in E1905	INVENTORY	P and E/MF 1st Floor	
20389	Monitor Dell 19 in E1905	Finance	Finance	
23186	Monitor Dell 19 in P1905	Command Center Control	1st floor	
23187	Monitor Dell 19 in P1905	INVENTORY	MF IT Storage Room	
23182	Monitor Dell 19 in P1905	INVENTORY	MF IT Storage Room	
23183	Monitor Dell 19 in P1905	INVENTORY	MF IT Storage Room	
23189	Monitor Dell 19 in P1905	INVENTORY	MF IT Storage Room	
23180	Monitor Dell 19 in P1905	INVENTORY	MF IT Storage Room	
23188	Monitor Dell 19 in P1905	INVENTORY	MF IT Storage Room	
23184	Monitor Dell 19 in P1905	Operations	1st Floor - Maintenance Office	
23185	Monitor Dell 19 in P1905	BSB	MIS Bpack	
23181	Monitor Dell 19 in P1905	IT	Sr. Managers Office	

22890	MY BOOK EXTERNAL HARD DRIVE 400 GB	IS&T Administration	MF IT Network
23034	NAS - IBM System Storage EXN1000	IT	MF Server Room
23035	NAS - IBM System Storage EXN1000	IT	MF Server Room
23030	NAS - IBM System Storage EXN2000	IT	MF Server Room
23031	NAS - IBM System Storage EXN4000	IT	MF Server Room
23032	NAS - IBM System Storage EXN4000	IT	MF Server Room
23033	NAS - IBM System Storage EXN4000	IT	MF Server Room
23036	NAS - IBM System Storage N5200	IT	MF Server Room
23037	NAS - IBM System Storage N5200	IT	MF Server Room
20372	NAS - NetApp DS14M12	RC SERVER ROOM	RC SERVER ROOM
20927	NAS - NetApp DS14M12	RC SERVER ROOM	RC SERVER ROOM
20926	NAS - NetApp FAS2020	RC SERVER ROOM	RC SERVER ROOM
22318	NetScreen 204	IT	MF Computer Room
22319	NetScreen 204	IT	MF Computer Room
22317	NetScreen DR NetSc100	IT	MF Computer Room
22320	NetScreen NSSXT	IT	MF Computer Room
22618	Network Camera - Toshiba JK-WB11A	IT	RC SERVER ROOM
22819	Network Camera - Toshiba JK-WB11A	IT	RVC Office
22509	Network Drive - NetDisk 250G NAS	IT	DBA Office
22510	Network Drive - NetDisk 250G NAS	IT	DBA Office
24634	PC - Dell EX100	INVENTORY	IT Computer Lab
20368	PC - Dell OPTIPLEX 755	MF Foreman	MF Foreman
20389	PC - Dell Optiplex 755	INVENTORY	IT Storage (Cage)
20341	PC - Dell Optiplex 755	INVENTORY	IT Storage (Cage)
20279	PC - Dell Optiplex 755	IS&T Administration	
20340	PC - Dell Optiplex 755	Operations	SPEAR KIOSK Outside Foreman
20342	PC - Dell Optiplex 755	Operations	SPEAR KIOSK outside Foreman
20343	PC - Dell Optiplex 755	Operations	Spears KIOSK outside Foreman's
20344	PC - Dell OPTIPLEX 755	Operations	SPEAR KIOSK Foreman office
23045	PC - Dell Optiplex 755	Engineering Operations	Computer Lab
23046	PC - Dell Optiplex 755	Engineering Operations	COMPUTER LAB
23048	PC - Dell Optiplex 755	Engineering Operations	COMPUTER LAB
23047	PC - Dell Optiplex 755	Engineering Operations	COMPUTER LAB
23044	PC - Dell Optiplex 755	Engineering Operations	COMPUTER LAB
23049	PC - Dell Optiplex 755	Engineering Operations	COMPUTER LAB
20369	PC - Dell OPTIPLEX 755	MF Foreman	Mobile Command Center

20395	PC - DELL OPTIPLEX 755	Operations	SPEAR KIOSK Forman's Office
20186	PC - Dell Optiplex GX 620	Claims	Claims
20198	PC - Dell Optiplex GX 620	IS&T Administration	Network Operations Area
20900	PC - Dell Optiplex GX 620	PT Dispatch	PT 1st Floor
20891	PC - Dell Optiplex GX 620	PT Reservations	PT (Reservation)
20109	PC - Dell Optiplex GX 620	IS&T Administration	Data Administration
20898	PC - Dell Optiplex GX 620	IS&T Administration	Data Administration
20114	PC - Dell Optiplex GX 620	PT Administration	PT Administration
20185	PC - Dell Optiplex GX 620	RC Foreman	RC Foreman Office
20118	PC - Dell Optiplex GX 620	INVENTORY	IT Computer Lab
20192	PC - Dell Optiplex GX 620	INVENTORY	IT Storage (Cage)
20889	PC - Dell Optiplex GX 620	INVENTORY	IT Storage (Cage)
20190	PC - Dell Optiplex GX 620	Claims	Claims
20188	PC - Dell Optiplex GX 620	Customer Service	Customer Service
20191	PC - Dell Optiplex GX 620	Payroll	Payroll
20897	PC - Dell Optiplex GX 620	IS&T Administration	Chris Ohara's Office
20115	PC - Dell Optiplex GX 620	PT Dispatch	PT Dispatch
20116	PC - Dell Optiplex GX 620	PT Administration	PT Administration
20899	PC - Dell Optiplex GX 620	PT Dispatch	PT Dispatch
20117	PC - Dell Optiplex GX 620	PT Dispatch	PT Dispatch
20119	PC - Dell Optiplex GX 620	PT Dispatch	PT Dispatch
20187	PC - Dell Optiplex GX 620	IS&T Administration	IT Infrastructure room
20189	PC - Dell Optiplex GX 620	Finance	Finance
20892	PC - Dell Optiplex GX 620	Human Resources	Human Resources
20901	PC - Dell Optiplex GX 620	PT Administration	Para Transit
20120	PC - Dell Optiplex GX 620	Operations & Technology	MF CNG Station
20903	PC - Dell Optiplex GX 620 (MISTA Operating System)	IT	BDANIEL - TEST
20902	PC - Dell Optiplex GX 620 (MISTA Operating System)	IT	IT Infrastructure Room
20108	PC - Dell Optiplex GX 745	IS&T Administration	Finance
20199	PC - Dell Optiplex GX 745	IT	MF Storage Room
20904	PC - Dell Optiplex GX 745	IT	MF Storage Room
20687	PC - Dell Optiplex GX 745 Mini Tower	Finance	Finance
20193	PC - Dell Optiplex GX 745 Mini Tower	PT	Paratransit Crew Room
20123	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	MF - IT Database Administration
20195	PC - Dell Optiplex GX 745 Mini Tower	Finance	Finance
20906	PC - Dell Optiplex GX 745 Mini Tower	Security	Security

20233	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	BSP
20113	PC - Dell Optiplex GX 745 Mini Tower	BSP	BSP
20128	PC - Dell Optiplex GX 745 Mini Tower	Finance	
20232	PC - Dell Optiplex GX 745 Mini Tower	INVENTORY	IT Storage (Cage)
20107	PC - Dell Optiplex GX 745 Mini Tower	IT	IT LAB
20234	PC - Dell Optiplex GX 745 Mini Tower	RC Operations Support	RVC General Supri. Office
20123	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	BSP
20114	PC - Dell Optiplex GX 745 Mini Tower	Customer Service	Maintenance
20229	PC - Dell Optiplex GX 745 Mini Tower	MF Maintenance Adm.	MF Maintenance Office
20127	PC - Dell Optiplex GX 745 Mini Tower	Finance	Finance
20194	PC - Dell Optiplex GX 745 Mini Tower	IT	IT Department
20230	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	located in Server Room
20112	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	IT Help Desk
20797	PC - Dell Optiplex GX 745 Mini Tower	BSP	BSP
20231	PC - Dell Optiplex GX 745 Mini Tower	BSP	IT Project Management Area
20125	PC - Dell Optiplex GX 745 Mini Tower	RC Operations Support	RC Operations
20227	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	IT-BSP (Applications)
20907	PC - Dell Optiplex GX 745 Mini Tower	BSP	BSP
20196	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	SR Manager's Office
20197	PC - Dell Optiplex GX 745 Mini Tower	IT	Sr. Managers Office
20798	PC - Dell Optiplex GX 745 Mini Tower	IT	IT Applications
20228	PC - Dell Optiplex GX 745 Mini Tower	Facilities/Construction	Para Transit
20122	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	BSP
20905	PC - Dell Optiplex GX 745 Mini Tower	IS&T Administration	MF Storage Room
20124	PC - Dell Optiplex GX 745 Mini Tower	Operations	MF/AGM Office
20957	PC - Dell Optiplex GX 745 USFF CORE	PT Reservations	RVC
20951	PC - Dell Optiplex GX 745 USFF CORE	PT Reservations	RVC
20954	PC - Dell Optiplex GX 745 USFF CORE	PT TIC	RVC
20950	PC - Dell Optiplex GX 745 USFF CORE	PT TIC	RVC
20956	PC - Dell Optiplex GX 745 USFF CORE	PT Reservations	RVC
20940	PC - Dell Optiplex GX 745 USFF CORE	INVENTORY	IT Computer Lab
20942	PC - Dell Optiplex GX 745 USFF CORE	INVENTORY	IT Computer Lab
20943	PC - Dell Optiplex GX 745 USFF CORE	IS&T Administration	MF Storage room 2nd floor
20945	PC - Dell Optiplex GX 745 USFF CORE	IS&T Administration	MF Storage room 2nd floor
20946	PC - Dell Optiplex GX 745 USFF CORE	IS&T Administration	MF Storage room 2nd floor
23190	PC - Dell Optiplex GX 745 USFF CORE	IS&T Administration	MF Storage room 2nd floor

20952	PC - Dell Optiplex GX 745 USFF CORE	PT Reservations	RVC
20955	PC - Dell Optiplex GX 745 USFF CORE	PT TIC	RVC
20947	PC - Dell Optiplex GX 745 USFF CORE	PT TIC	Paratransit Reservations
20953	PC - Dell Optiplex GX 745 USFF CORE	PT Reservations	RVC
20944	PC - Dell Optiplex GX 745 USFF CORE	Payroll	Computer lab
20959	PC - Dell Optiplex GX 745 USFF CORE	PT Reservations	RVC
20258	PC - Dell Optiplex GX 745 USFF CORE	Payroll	MF Payroll Department
20949	PC - Dell Optiplex GX 745 USFF CORE	PT TIC	RVC
20948	PC - Dell Optiplex GX 745 USFF CORE	PT TIC	RVC
20941	PC - Dell Optiplex GX 745 USFF CORE	IS&T Administration	IT LAB Sean Desk
20958	PC - Dell Optiplex GX 745 USFF CORE	PT Reservations	RVC
20399	PC - Dell Optiplex GX 755	Bay Shop	Bay Shop
23149	PC - Dell Optiplex GX 760	IS&T Administration	Network Operations
23144	PC - Dell Optiplex GX 760	IS&T Administration	MF Storage Room
23145	PC - Dell Optiplex GX 760	IS&T Administration	MF Storage Room
23148	PC - Dell Optiplex GX 760	IS&T Administration	MF Storage Room
23151	PC - Dell Optiplex GX 760	IS&T Administration	MF Storage Room
23152	PC - Dell Optiplex GX 760	IS&T Administration	MF Storage Room
23153	PC - Dell Optiplex GX 760	Operations	1st Floor
23150	PC - Dell Optiplex GX 760	IT	IT
23147	PC - Dell Optiplex GX 760	IT	2nd Floor
23146	PC - Dell Optiplex GX 760	Procurement	Procurement
21448	PC - Dell Optiplex GX110	Command Center Control	Command Center
21562	PC - Dell Optiplex GX110	Command Center Control	Command Center
21580	PC - Dell Optiplex GX110	MF Transportation Adm'n	Halon Room
21547	PC - Dell Optiplex GX110	IT	IT
21639	PC - Dell Optiplex GX110	BSP	BSP
21603	PC - Dell Optiplex GX110	MF Training Room	MIS Training Room
21568	PC - Dell Optiplex GX110	MIS	MIS Training Room
21605	PC - Dell Optiplex GX110	MIS	MIS Training Room
21698	PC - Dell Optiplex GX110	Dispatch	Command Center Training Room
21606	PC - Dell Optiplex GX110	MIS	MIS Training Room
21597	PC - Dell Optiplex GX110	MIS	MIS Training Room
21598	PC - Dell Optiplex GX110	MIS	MIS Training Room
21601	PC - Dell Optiplex GX110	MIS	MIS Training Room
21602	PC - Dell Optiplex GX110	MIS	MIS Training Room

21603	PC - Dell Optiplex GX110	MIS	MIS Training Room
21604	PC - Dell Optiplex GX110	MIS	MIS Training Room
21441	PC - Dell Optiplex GX110	PT Dispatch	PT Dispatch
21599	PC - Dell Optiplex GX110	MIS	PT Dispatch
21421	PC - Dell Optiplex GX110	PT	Para Transit
21633	PC - Dell Optiplex GX110	RC Dispatch	RC Dispatch Back office
22120	PC - Dell Optiplex GX110	Command Center Control	Command Center
21657	PC - Dell Optiplex GX110	Operations	Electrical Closet (MF 1st Floor)
22121	PC - Dell Optiplex GX110	IT	Foreman
21935	PC - Dell Optiplex GX240	Operations Support	Operation Support
22292	PC - Dell Optiplex GX240	Benefits	Benefits
22170	PC - Dell Optiplex GX240	Labor Relations	Labor Relations
22163	PC - Dell Optiplex GX240	Security	Security
21865	PC - Dell Optiplex GX240	MF Maintenance Admin.	MF maintenance
22245	PC - Dell Optiplex GX240	MF Maintenance Admin.	Maintenance
22099	PC - Dell Optiplex GX240	Mall Room	Mailroom
21826	PC - Dell Optiplex GX240	Dispatch	Crew Dispatch
21963	PC - Dell Optiplex GX240	IT	Server Room
21869	PC - Dell Optiplex GX240	Operations	Farbox Room RVC
21942	PC - Dell Optiplex GX240	Union	Union Office (RVC)
22221	PC - Dell Optiplex GX240	RC Maintenance Admin	RC FOREMAN
21929	PC - Dell Optiplex GX240	Union	Union Office
21788	PC - Dell Optiplex GX240	INVENTORY	IT Halon Room
21927	PC - Dell Optiplex GX240	INVENTORY	IT Computer Room
21936	PC - Dell Optiplex GX240	INVENTORY	Computer Lab
21944	PC - Dell Optiplex GX240	INVENTORY	IT Storage (Cage)
22019	PC - Dell Optiplex GX240	INVENTORY	IT Storage (Cage)
22166	PC - Dell Optiplex GX240	INVENTORY	IT Storage (Cage)
21830	PC - Dell Optiplex GX240	IT	IT Storage (Cage)
22244	PC - Dell Optiplex GX240	IT	IT LAB
21815	PC - Dell Optiplex GX240	Finance	Richard Jenkins/IT LAB
22177	PC - Dell Optiplex GX240	Procurement	Procurement
21954	PC - Dell Optiplex GX240	Operations	Base Shop Office
22109	PC - Dell Optiplex GX240	BSP	BSP
22092	PC - Dell Optiplex GX240	Operations Safety Admin	Safety
21964	PC - Dell Optiplex GX240	Procurement	Procurement

192

21846	PC - Dell Optiplex GX240	IT	MF Computer Room 2nd FL
21940	PC - Dell Optiplex GX240	IT	Warranty dept
21946	PC - Dell Optiplex GX240	BSP	Six pack area in mis
22111	PC - Dell Optiplex GX240	Human Resources	Human Resources
22172	PC - Dell Optiplex GX240	PT Dispatch	Para Transit
21897	PC - Dell Optiplex GX240	Procurement	Procurement
21896	PC - Dell Optiplex GX240	Operations	Near BUS Isle
22117	PC - Dell Optiplex GX240	Dispatch	MF Yard Dispatch 1st FL
22246	PC - Dell Optiplex GX240	Claims	Claims
22162	PC - Dell Optiplex GX240	Dispatch	IT Lab
21928	PC - Dell Optiplex GX240	Dispatch	MF
21943	PC - Dell Optiplex GX240	Operations	BUS Wash in KIOSK for SPEARS
22193	PC - Dell Optiplex GX240	Union	MF Maint. Union Office
21947	PC - Dell Optiplex GX240	RC Dispatch	RC
22155	PC - Dell Optiplex GX240	RC SERVER ROOM	RC Server Room
22093	PC - Dell Optiplex GX240	RC Foreman	Foreman's Office (RVCI)
21961	PC - Dell Optiplex GX240	PT Dispatch	PT Dispatch
21854	PC - Dell Optiplex GX240	Command Center Control	Command Center
22108	PC - Dell Optiplex GX240	IT	LAB
20862	PC - Dell Optiplex GX260	Operations	Operations
20866	PC - Dell Optiplex GX260	Command Center Control	Command Center
20875	PC - Dell Optiplex GX260	Procurement	DIRECTOR
20861	PC - Dell Optiplex GX260	INVENTORY	IT Storage (Cage)
20859	PC - Dell Optiplex GX260	INVENTORY	IT Storage (Cage)
20867	PC - Dell Optiplex GX260	IT	IT LAB
20870	PC - Dell Optiplex GX260	MF Maintenance Admn.	Maintenance Floor
20871	PC - Dell Optiplex GX260	Finance	Finance
20872	PC - Dell Optiplex GX260	Dispatch	MF Dispatch:
20869	PC - Dell Optiplex GX260	Operations	Outside Bays/Shop Foreman's office
20863	PC - Dell Optiplex GX260	RC Operations Support	RC Operations
20868	PC - Dell Optiplex GX260	PT West Wing	PT West Wing
20874	PC - Dell Optiplex GX260	Engineering Operations	ENGINEERING OPERATIONS
20855	PC - Dell Optiplex GX260	IT	PAYROLL MF 2nd FL
20873	PC - Dell Optiplex GX260	Finance	Finance
20856	PC - Dell Optiplex GX260	IT	MF Server Room 2nd FL
20860	PC - Dell Optiplex GX260	IT	MF Server Room 2nd FL



20864	PC - Dell Optiplex GX260	Finance	Money Room
20857	PC - Dell Optiplex GX260	Warranty	WARRANTY
20858	PC - Dell Optiplex GX260	Operations	Operations
22283	PC - Dell Optiplex GX270	Medical	Medical
22526	PC - Dell Optiplex GX270	Procurement	Procurement
22538	PC - Dell Optiplex GX270	Operations	Operations
22567	PC - Dell Optiplex GX270	Operations	Operations/Planning
22275	PC - Dell Optiplex GX270	Finance	Finance
22566	PC - Dell Optiplex GX270	Customer Service	Customer Service
22991	PC - Dell Optiplex GX270	Payroll	Payroll MF 2nd Floor
22377	PC - Dell Optiplex GX270	MF Transportation Admin	Transportation
22992	PC - Dell Optiplex GX270	IT	Computer Lab
22568	PC - Dell Optiplex GX270	Customer Service	Customer Service
22531	PC - Dell Optiplex GX270	IT	Paratransit
22273	PC - Dell Optiplex GX270	Dispatch	Dispatch Office
22561	PC - Dell Optiplex GX270	Human Resources	Human Resources
22524	PC - Dell Optiplex GX270	PT Administration	Paratransit
22285	PC - Dell Optiplex GX270	IT	Farebox
22286	PC - Dell Optiplex GX270	IT	Farebox
22375	PC - Dell Optiplex GX270	Foreman	Foreman's Office
22525	PC - Dell Optiplex GX270	Operations Support	Office of Operations Support
22536	PC - Dell Optiplex GX270	Operations Safety Admin	Safety
22278	PC - Dell Optiplex GX270	INVENTORY	IT Storage (Cage)
22281	PC - Dell Optiplex GX270	INVENTORY	IT Storage (Cage)
22522	PC - Dell Optiplex GX270	INVENTORY	2nd Floor Computer Room
22530	PC - Dell Optiplex GX270	INVENTORY	IT (Cage)
22990	PC - Dell Optiplex GX270	INVENTORY	IT Storage (Cage)
22523	PC - Dell Optiplex GX270	IT	IT LAB
22161	PC - Dell Optiplex GX270	Graphics	Graphics
22287	PC - Dell Optiplex GX270	Graphics	Graphics
22282	PC - Dell Optiplex GX270	IT	IT/FA
22284	PC - Dell Optiplex GX270	IT	MF Infrastructure Office
22160	PC - Dell Optiplex GX270	MF Transportation Admin	MF Transportation Administration
22569	PC - Dell Optiplex GX270	RC Maintenance Admin	RVC
22537	PC - Dell Optiplex GX270	Finance	Finance
22560	PC - Dell Optiplex GX270	Payroll	Payroll

144

22994	PC - Dell Optiplex GX270	IT	Transportation dept
22993	PC - Dell Optiplex GX270	BSP	IT LAB
22564	PC - Dell Optiplex GX270	IT	Telephone Room 2nd FL
22570	PC - Dell Optiplex GX270	Command Center Control	Command Center Control
22996	PC - Dell Optiplex GX270	Security	Front Desk Reception.
22528	PC - Dell Optiplex GX270	Medical	Medical Office
22534	PC - Dell Optiplex GX270	Medical	Medical Office
22376	PC - Dell Optiplex GX270	Operations & Technology	Engineering
22535	PC - Dell Optiplex GX270	PT Dispatch	PT Dispatch
22279	PC - Dell Optiplex GX270	Executive	Executive Office
22995	PC - Dell Optiplex GX270	Operations Safety Admin	Safety
22277	PC - Dell Optiplex GX270	Human Resources	Human Resources
22563	PC - Dell Optiplex GX270	Human Resources	Human Resources
22274	PC - Dell Optiplex GX270	PT Dispatch	PT Dispatch
22280	PC - Dell Optiplex GX270	PT Dispatch	PT Dispatch
22565	PC - Dell Optiplex GX270	Finance	FINANCE
22527	PC - Dell Optiplex GX270	Operations Safety Admin	Olga's old desk
22532	PC - Dell Optiplex GX270	Operations Safety Admin	Safety
22559	PC - Dell Optiplex GX270	MF Transportation Admin	Transportation Admin Office
22272	PC - Dell Optiplex GX270	RC Operations Support	RVC
22529	PC - Dell Optiplex GX270	Finance	Finance
22558	PC - Dell Optiplex GX270	IS&T Administration	IT LAB MF 2nd FL
22562	PC - Dell Optiplex GX270	Procurement	Purchase Dept MF 2nd FL
22357	PC - Dell Optiplex GX270 8XDVD	IT	IT Storage (Cage)
22358	PC - Dell Optiplex GX270 8XDVD	Scheduling	Frank Ryan's office
22355	PC - Dell Optiplex GX270 8XDVD	Customer Service	Scheduling Office
22359	PC - Dell Optiplex GX270 8XDVD	MF Maintenance Admin.	P&E 1st Floor MF
22356	PC - Dell Optiplex GX270 8XDVD	Command Center Control	Command Center
22596	PC - Dell Optiplex GX280	RC Maintenance Admin	RVC
22590	PC - Dell Optiplex GX280	Security	Security
22609	PC - Dell Optiplex GX280	Human Resources	Human Resources
22594	PC - Dell Optiplex GX280	Security	Security
22592	PC - Dell Optiplex GX280	INVENTORY	IT Storage (Cage)
22602	PC - Dell Optiplex GX280	INVENTORY	IT Storage (Cage)
22604	PC - Dell Optiplex GX280	IT	IT Computer Lab
22598	PC - Dell Optiplex GX280	IS&T Administration	LAB PC

145

22611	PC - Dell Optiplex GX280	STORES OPERATIONS	Stock Room Receiving MF 1st FL
22593	PC - Dell Optiplex GX280	Operations Support	RVC on mezzanine FL
22597	PC - Dell Optiplex GX280	MF Maintenance Admin.	MF Maintenance Office 1st Floor
22610	PC - Dell Optiplex GX280	RC Operations Support	RVC Operations (RVC foreman)
22595	PC - Dell Optiplex GX280	IS&T Administration	MF TELEPHONE ROOM 2nd FL
22605	PC - Dell Optiplex GX280	Security	Security
22591	PC - Dell Optiplex GX280	Claims	Claims
22607	PC - Dell Optiplex GX280	Human Resources	HR
22603	PC - Dell Optiplex GX280	IT	P and E MF 1st FL
22599	PC - Dell Optiplex GX280	Operations & Technology	RC Floor Computer
22600	PC - Dell Optiplex GX280	Operations & Technology	MF Base Shop
22601	PC - Dell Optiplex GX280	MF Maintenance Admin.	MF Repair shop
22843	PC - Dell Optiplex GX620	Claims	Claims
22748	PC - Dell Optiplex GX620	Procurement	Procurement
22827	PC - Dell Optiplex GX620	Scheduling	Scheduling
22476	PC - Dell Optiplex GX620	BSP	MF Server Room
22755	PC - Dell Optiplex GX620	IT	Chris Chara's Office
22837	PC - Dell Optiplex GX620	IT	Chara's office
22864	PC - Dell Optiplex GX620	Security	Command Center
22862	PC - Dell Optiplex GX620	Finance	Finance
22835	PC - Dell Optiplex GX620	Finance	Finance
22472	PC - Dell Optiplex GX620	PT Reservations	PT Reservations
22866	PC - Dell Optiplex GX620	Office Of The President	Office of President
22474	PC - Dell Optiplex GX620	Operations	Dispatch AREA
22828	PC - Dell Optiplex GX620	IT	MIS
22475	PC - Dell Optiplex GX620	RC Maintenance Admin	RVC P&E
22747	PC - Dell Optiplex GX620	Security	Command Center
22753	PC - Dell Optiplex GX620	INVENTORY	IT Lab
22842	PC - Dell Optiplex GX620	INVENTORY	IT Storage (Cage)
22844	PC - Dell Optiplex GX620	INVENTORY	IT Storage (Cage)
22861	PC - Dell Optiplex GX620	INVENTORY	Inventory
22473	PC - Dell Optiplex GX620	IT	IT Storage (Cage)
22868	PC - Dell Optiplex GX620	INVENTORY	MF IT Lab
22754	PC - Dell Optiplex GX620	BSP	IT Infrastructure Room
22745	PC - Dell Optiplex GX620	IT	Server Room
22860	PC - Dell Optiplex GX620	Executive	Executive Office

146

22884	PC - Dell Optiplex GX620	PT Reservations	PT (Reservation)
22836	PC - Dell Optiplex GX620	Procurement	Procurement
22834	PC - Dell Optiplex GX620	Procurement	Procurement
22839	PC - Dell Optiplex GX620	BSP	IT Project Management
22742	PC - Dell Optiplex GX620	Engineering Operations	Building Maintenance Admin.
22845	PC - Dell Optiplex GX620	PT Reservations	PT (Reservation)
22831	PC - Dell Optiplex GX620	Procurement	Procurement
22883	PC - Dell Optiplex GX620	IS&T Administration	MF Server Room 2nd FL
22829	PC - Dell Optiplex GX620	PT Server Room	MF SERVER ROOM 2nd FL
22743	PC - Dell Optiplex GX620	IT	Base Shop
22746	PC - Dell Optiplex GX620	Finance	MF Finance Area
22756	PC - Dell Optiplex GX620	Security	Security Office
22749	PC - Dell Optiplex GX620	Finance	Finance
22859	PC - Dell Optiplex GX620	BSP	BSP
22863	PC - Dell Optiplex GX620	Engineering Operations	Outside Base Shop MF 1st FL
22477	PC - Dell Optiplex GX620	Operations & Technology	RC CNG Station
22830	PC - Dell Optiplex GX620	Operations Support	RVC Operations Support
22739	PC - Dell Optiplex GX620	RC Stock Room	RC Stock Room
22752	PC - Dell Optiplex GX620	Scheduling	Scheduling
22832	PC - Dell Optiplex GX620	Finance	Budget Admin
22865	PC - Dell Optiplex GX620	Executive	Executive
22740	PC - Dell Optiplex GX620	Office Of The President	Office of the President
22751	PC - Dell Optiplex GX620	Finance	Finance
22882	PC - Dell Optiplex GX620	Shipping & Receiving	MF Receiving
22750	PC - Dell Optiplex GX620	Operations Safety Admin	Safety & Engineering MF 1st FL
22741	PC - Dell Optiplex GX620	Operations	Assistant General Manager
22885	PC - Dell Optiplex GX620	Engineering Operations	Mineola
22737	PC - Dell Optiplex GX620	STORES OPERATIONS	Bay Shop Window
22744	PC - Dell Optiplex GX620	STORES OPERATIONS	Running Repair Window
22841	PC - Dell Optiplex GX620	PT TIC	PT TIC
22757	PC - Dell Optiplex GX620	Finance	Finance Area
22869	PC - Dell Optiplex GX620	Shipping & Receiving	Shipping
22833	PC - Dell Optiplex GX620	Operations Safety Admin	Operations Safety Admin.
22738	PC - Dell Optiplex GX620	IT	Vito Polisen's Office
22838	PC - Dell Optiplex GX620	Operations & Technology	MF
22867	PC - Dell Optiplex GX620	STORES OPERATIONS	MF Receiving 1st Fl.

141

22840	PC - Dell Optiplex GX620	IT	Claims	Project Management/MF Server Roo
22821	PC - Dell Optiplex GX620 Small Form	Claims	Claims	
22822	PC - Dell Optiplex GX620 Small Form	Claims	Claims (1st Floor)	
20333	PC - Dell Optiplex GX755	Operations	BAYSHOP SPEAR KIOSK	
20396	PC - Dell Optiplex GX755	Operations	SPEAR KIOSK Foreman Office	
20397	PC - Dell Optiplex GX755	Operations	SPEAR KIOSK Foreman's	
20398	PC - Dell Optiplex GX755	Operations	Spear Kiosk Outside Superint	
20400	PC - Dell Optiplex GX755	Operations	MF Line supervisor	
20334	PC - Dell Optiplex GX755	Operations	OUTSIDE Superint Office	
20984	PC - Dell Optiplex GX755 Small Form	INVENTORY	IT Storage (Gage)	
20929	PC - Dell Optiplex GX755 Small Form	IT	IT Storage: MF 2nd FL	
20981	PC - Dell Optiplex GX755 Small Form	IT	IT Storage: MF 2nd FL	
20982	PC - Dell Optiplex GX755 Small Form	IT	IT Storage: MF 2nd FL	
20983	PC - Dell Optiplex GX755 Small Form	IT	IT Storage: MF 2nd FL	
20985	PC - Dell Optiplex GX755 Small Form	IT	IT Storage: MF 2nd FL	
21653	PC - Dell Optiplex GX755 Small Form	IT	IT Storage: MF 2nd FL	
22241	PC - IBM 300PL	IT	Bayshop Shared PC	
21859	PC - IBM 300PL	IT	Chris O'Hara's Office	
21860	PC - IBM 300PL	IT	Command Center Control	
22209	PC - IBM 300PL	IT	Command Center Control	
20697	PC - IBM 300PL	IT	Command Center Control	
20648	PC - IBM 300PL	IT	Command Center Control	
20503	PC - IBM 300PL	IT	Command Center Control	
20506	PC - IBM 300PL	IT	Command Center Control	
20541	PC - IBM 300PL	IT	Command Center Control	
22307	PDA - Palm Tungsten C	IT	Farbox Dept	
22288	PDA - Palm Tungsten C	IT	Farbox Dept	
22507	PDA - Palm Tungsten E	IT	Farbox Dept	
22333	PDA - Palm Tungsten E	IT	Farbox Dept	
22331	PDA - Palm Tungsten E	IT	Farbox Dept	
22332	PDA - Palm Tungsten E	IT	Farbox Dept	
22505	PDA - Palm Tungsten E	IT	Farbox Dept	
22729	PDA - Palm Tungsten E2	IT	Farbox Dept	
22731	PDA - Palm Tungsten E2	IT	Farbox Dept	
22733	PDA - Palm Tungsten E2	IT	Farbox Dept	
22728	PDA - Palm Tungsten E2	IT	Farbox Dept	

22516	Print Server - Hawking Technology	Graphics	Graphics
22999	Print Server - Hawking Technology	INVENTORY	IT cabinet
20264	Printer - DYMO Label Writer 400 Turbo	Human Resources	MF 2nd FL (HR Office)
20179	Printer - DYMO Label Writer 400 Turbo	IS&T Administration	MF Storage Room
20180	Printer - DYMO Label Writer 400 Turbo	IS&T Administration	MF Storage Room
20182	Printer - DYMO Label Writer 400 Turbo	Money Room	Money Room
20177	Printer - DYMO Label Writer 400 Turbo	IS&T Administration	CIO's Office in BSP area
20181	Printer - DYMO Label Writer 400 Turbo	STORES OPERATIONS	MF Receiving 1st FL
21647	Printer - Epson LQ-680 Pro	IT	IT Computer Lab
22511	Printer - Epson LQ-680 (Dot Matrix Printer)	IT	IT Computer Lab
22872	Printer - EPSON LQ-680 (Dot Matrix Printer)	IT	IT Computer Lab
22090	Printer - Epson LQ-680Pro	IT	IT Computer Lab
22876	Printer - Epson LQ-680Pro	IT	IT Computer Lab
22889	Printer - Epson LQ-680Pro	INVENTORY	IT Storage (Cage)
22512	Printer - Epson Stylus Color 300	IT	IT LAB
22515	Printer - Epson Stylus Color 300	Executive	Executive Office
21977	Printer - Epson Stylus Color 300	PT Dispatch	PT Dispatch
22874	Printer - Epson Stylus Color R340	IT	IT Lab
22875	Printer - Epson Stylus Color R340	PT West Wing	PT West Wing
20110	Printer - Epson Stylus Photo R 380	INVENTORY	IT CAGE
20923	Printer - Epson Stylus Photo R280	Operations	CNG Station
23101	Printer - Epson Workforce 30	Claims	Claims
23099	Printer - Epson Workforce 40 Color Printer	BSP	BSP
20097	Printer - HP B/W LaserJet P3005x	Labor Relations	MF Storage Room
20098	Printer - HP B/W LaserJet P3005x	Procurement	Procurement
20099	Printer - HP B/W LaserJet P3005x	Accounts Payable	Accounts Payable
20096	Printer - HP B/W LaserJet P3005x	Operations	MF Operations Administration
20081	Printer - HP B/W LaserJet P3005x	INVENTORY	MF mail room (Cage) 2nd fl
20235	Printer - HP Business Inkjet 2800	INVENTORY	MF 2nd FL Operations
20332	Printer - HP Color Inkjet CP1700	Operations	Security Office
21976	Printer - HP Color LaserJet 3550N	Security	Security Office
22486	Printer - HP Color LaserJet 3600dn	Human Resources	Human Resources
20261	Printer - HP Color LaserJet 3600dn	Finance	Finance
22888	Printer - HP Color LaserJet 3600dn	IS&T Administration	Outside Bob Farrell's Office
20080	Printer - HP Color LaserJet 3600dn	IS&T Administration	Outside Bob Farrell's Office
20236	Printer - HP Color LaserJet 3600dn	Procurement	MF Procurement

23165	Printer - HP Color LaserJet CP 2025X	Operations	MF 1st Fl Operation
23164	Printer - HP Color LaserJet CP2025X	MF Maintenance Admin.	IT Storage Room
23177	Printer - HP Color LaserJet CP2025X	Executive	Executive Office
22734	Printer - HP Deskjet 5940	INVENTORY	IT Lab
21543	Printer - HP Deskjet 952C	INVENTORY	Cage
22118	Printer - HP Laser Jet 1100	INVENTORY	Computer Lab
22192	Printer - HP Laser Jet 1100	INVENTORY	IT Storage (Cage)
21431	Printer - HP Laser Jet 1100	IT	IT LAB
21437	Printer - HP LaserJet 1100	BSP	IT
21966	Printer - HP Laser Jet 1200	MF Operators	PT CAGE
20840	Printer - HP Laser Jet 1200	INVENTORY	IT Storage (Cage)
21866	Printer - HP Laser Jet 1200	INVENTORY	Back of Server Room
21926	Printer - HP Laser Jet 1200	INVENTORY	Computer Lab
21895	Printer - HP Laser Jet 1200	Operations Safety Admin	Safety
22225	Printer - HP Laser Jet 1200	RC Dispatch	RC Dispatch
22116	Printer - HP Laser Jet 1200	Shipping	Shipping
21584	Printer - HP Laser Jet 2100	Farbox Dept	Farbox Dept Shared
22088	Printer - HP Laser Jet 2100	Labor Relations	Operations & Labor Relations
22104	Printer - HP Laser Jet 2100	Office Of The President	Office of the President
22103	Printer - HP Laser Jet 2100	Office Of The President	Office of the President
22224	Printer - HP Laser Jet 2200D	PT Server Room	RVC Computer Room
21710	Printer - HP Laser Jet 2200D	Operations	Operations (1st Floor)
21644	Printer - HP Laser Jet 2200D	INVENTORY	Cage
22167	Printer - HP Laser Jet 2200D	INVENTORY	IT Storage (Cage)
22207	Printer - HP Laser Jet 2200D	MIS	MIS-Training Room
21697	Printer - HP Laser Jet 2200D	Dispatch	Dispatchers
22195	Printer - HP Laser Jet 2200D	Medical	Medical Office
21760	Printer - HP Laser Jet 2200DTN	INVENTORY	Inventory
21768	Printer - HP Laser Jet 2200DTN	INVENTORY	IT Storage (Cage)
22164	Printer - HP Laser Jet 2200DTN	INVENTORY	IT Storage (Cage)
21962	Printer - HP Laser Jet 2200DTN	Operations & Telecomm.	Server Room
22290	Printer - HP Laser Jet 2300D	Operations	HTC Operations
22612	Printer - HP Laser Jet 2300D	INVENTORY	Inventory
22614	Printer - HP LaserJet 2300DN	Shipping & Receiving	Shipping Office
22613	Printer - HP Laser Jet 2300DN	Operations	Office Of LineSuper
22627	Printer - HP Laser Jet 2300DN	Claims	Claims

22615	Printer- HP Laser Jet 2300DN	RC Operations Support	RC Stock Room
21978	Printer - HP Laser Jet 2300DN	PT Administration	Eddie Griffith's Office
22313	Printer- HP Laser Jet 2300N	INVENTORY	Computer Lab
22315	Printer- HP Laser Jet 2300N	INVENTORY	Computer Lab
22316	Printer- HP Laser Jet 2300N	Human Resources	Human Resources
22784	Printer- HP Laser Jet 2420dn	RC Dispatch	RC Dispatch Office
22783	Printer- HP Laser Jet 2420dn	IS&T Administration	RVC Store Room
22495	Printer- HP Laser Jet 2420dn	IT	IT CAGE
22497	Printer- HP Laser Jet 2420dn	IT	KnickleBocker
22785	Printer- HP Laser Jet 2420dn	MF Transportation Admin.	MF Transportation Administration
22494	Printer- HP Laser Jet 2420dn	Benefits	MF Benefits
22499	Printer- HP Laser Jet 2420dn	MF Transportation Admin	MF Dispatch
22496	Printer- HP Laser Jet 2420dn	Engineering Operations	Operations Technology
22498	Printer- HP Laser Jet 2420dn	Shipping & Receiving	Shipping & Receiving
21980	Printer - HP Laser Jet 2430 TN	INVENTORY	IT Storage (Cage)
22722	Printer - HP Laser Jet 2430 TN	Procurement	Procurement
22720	Printer - HP Laser Jet 2430 TN	Operations	Beside Janell's Desk
22719	Printer - HP Laser Jet 2430 TN	Finance	Finance
22718	Printer - HP Laser Jet 2430 TN	Procurement	Procurement
22721	Printer - HP Laser Jet 2430 TN	Medical	Medical Office
22717	Printer - HP Laser Jet 2430 TN	STORES OPERATIONS	MF Stock Window
21979	Printer - HP Laser Jet 3030 All in One	Procurement	Procurement
20760	Printer - HP Laser Jet 4000TN	BSP	Chris O'Hara's Office
22079	Printer - HP Laser Jet 4000TN	RC Line Supervisors	Line Supervisors
22191	Printer - HP Laser Jet 4000TN	Operations Safety Admin	Safety
22520	Printer - HP Laser Jet 4000TN	INVENTORY	IT Storage (Cage)
20688	Printer - HP Laser Jet 4000TN	IT	Dispatch
20755	Printer - HP Laser Jet 4000TN	Mail Room	Mail Room
20413	Printer - HP Laser Jet 4000TN	Operations	Operations Office
20515	Printer - HP Laser Jet 4000TN	Human Resources	Human Resources
20458	Printer - HP Laser Jet 4000TN	Scheduling	IT LAB
20605	Printer - HP Laser Jet 4000TN	PT Dispatch	PT Dispatch
20601	Printer - HP Laser Jet 4000TN	Human Resources	Human Resources
20474	Printer - HP Laser Jet 4000TN	IT	IT Lab
21438	Printer - HP Laser Jet 4050N	Finance	Finance
22179	Printer - HP Laser Jet 4050N	Operations Support	Operations Support



21515	Printer - HP Laser Jet 4050N	PT	Para Transi
22178	Printer - HP Laser Jet 4050TN	MIS	Computer Room
21564	Printer - HP Laser Jet 4050TN	INVENTORY	Claims
21779	Printer - HP Laser Jet 4100	PT	PAT's Office
22185	Printer - HP Laser Jet 4100N	Command Center Control	Command Center Control
22176	Printer - HP Laser Jet 4100TN	INVENTORY	IT (Storage) Cage
22330	Printer - HP Laser Jet 4100TN	Finance	Finance
21959	Printer - HP Laser Jet 4100TN	Bay Shop	MF Base Shop
21780	Printer - HP Laser Jet 4100TN	PT	Para Transi
20922	Printer - HP Laser Jet 4240N	PT Dispatch	PT Dispatch
20918	Printer - HP Laser Jet 4240N	Customer Service	Customer Service Area
20921	Printer - HP Laser Jet 4240N	PT Dispatch	PT Dispatch
20920	Printer - HP Laser Jet 4240N	Finance	Finance
22970	Printer - HP Laser Jet 4250N	Office Of The President	Executive Office
20319	Printer - HP Laser Jet 4250N	IT	MF Storage Room
22968	Printer - HP Laser Jet 4250N	Claims	Claims
21969	Printer - HP Laser Jet 4250N	Human Resources	Human Resource
20751	Printer - HP Laser Jet 8000N	Graphics	Graphics
22123	Printer - HP Laser Jet 8150DN	PT West Wing	MF West Wing
21724	Printer - HP Laser Jet 8150DN	Procurement	Purchasing
22787	Printer - HP Laser Jet 8150DN	Procurement	Procurement
21765	Printer - HP Laser Jet 8150DN	IT	Network Eng Office
20106	Printer - HP Laser Jet 9040	Procurement	Scheduling
20379	Printer - HP Laser Jet P1505N	MF TWU Office	MF TWU
23039	Printer - HP Laser Jet P1505N	RC Dispatch	RVC Dispatch
20331	Printer - HP Laser Jet P1505N	Finance	Finance
23038	Printer - HP Laser Jet P1505N	INVENTORY	Computer Lab
23156	Printer - HP Laser Jet P1505N	INVENTORY	IT Storage (Cage)
23157	Printer - HP Laser Jet P1505N	IT	MIS Training
23041	Printer - HP Laser Jet P2015dn	INVENTORY	IT Storage (Cage)
23042	Printer - HP Laser Jet P2015dn	PT	PT
20796	Printer - HP LaserJet 1100	IT	Vitro
20377	Printer - Lexmark C780	RC Maintenance Admin	RC Maintenance Administration
20335	Printer - Lexmark C782	PT Administration	Steward Ave
20375	Printer - Lexmark E460DN	Foreman	1st Floor

152

20338	Printer - Lexmark E460DN	INVENTORY	IT Cage
20372	Printer - Lexmark E460DN	INVENTORY	INVENTORY
20374	Printer - Lexmark E460DN	RC Operations Support	RC Operations Support
20371	Printer - Lexmark E460DN	RC Operations Support	Office in RVC
20999	Printer - Lexmark T642N	Scheduling	RC Dispatch
20336	Printer - Lexmark T654N	PT Dispatch	PARA TRANSIT DISPATCH
23169	Printer - Lexmark W840	Dispatch	MF dispatch department
23102	Printer Lexmark	Payroll	MF Payroll
22789	Printer Tray	PT West Wing	PT West Wing
22788	Printer Tray	Scheduling	Scheduling
20916	Projector - Epson Powerlite S5	IS&T Administration	Sr. Managers Office
20917	Projector - Epson Powerlite S5	IT	CIO's Office
20865	Projector - Epson Projector Power Lite 73C	IT	IT Storage Room MF 2nd Floor
22334	Router - Cisco 2691	IS&T Administration	MF Server Room
20237	Router - Cisco 2851	IS&T Administration	Rich's Office
BARCODE	Scanner - Epson Expression 1680	Security	Security
22069	Scanner - HP Scanjet 5550c	Operations Safety Admin	Safety
20919	Scanner - HP Scanjet 5590	Finance	Finance
20320	Scanner - HP Scanjet 5590	BSP	BSP
20302	Scanner - HP Scanjet 5590	INVENTORY	IT Storage (Cage)
22873	Scanner - HP Scanjet 5590	INVENTORY	2nd Floor Storage Room
23160	Scanner - HP Scanjet 5590	INVENTORY	Operations
20321	Scanner - HP Scanjet 5590	Operations	Wayne Tumillo's Office
22871	Scanner - HP Scanjet 5590	MF Maintenance Admin.	Office of the President
20378	Scanner - HP Scanjet N6310	Office Of The President	MF Transportation Administration
22345	Scanner - Visioneer Strobe XP100	Transportation Admin	PT Dispatch
22027	Scanner - Visioneer Strobe XP100	PT Administration	Para Reservation
20359	Scanner - Visioneer Strobe XP100	IT	Labor Relations
22352	Scanner - Visioneer Strobe XP100	Labor Relations	BSP
N/A	Scanner - Visioneer Strobe XP100	BSP	Customer Service
22344	Scanner - Visioneer Strobe XP100	Customer Service	IT Project mgmt area
20153	Scanner - Visioneer Strobe XP100	IS&T Administration	MF 1st Maint. Admin Office
20092	Scanner - Visioneer Strobe XP100	MF Maintenance Admin.	Human Resources
20089	Scanner - Visioneer Strobe XP100	Human Resources	Bill Bornchain's Office
20091	Scanner - Visioneer Strobe XP100	PT Administration	Union Office RVC
20093	Scanner - Visioneer Strobe XP100	Union	

20993	Scanner - Visioneer Strobe XP100	RC Foreman	RVC
22349	Scanner - Visioneer Strobe XP100	Transportation Admin	MF Transportation Administration
22343	Scanner - Visioneer Strobe XP100	Customer Service	Customer Service
20356	Scanner - Visioneer Strobe XP100	INVENTORY	MF Storage
22338	Scanner - Visioneer Strobe XP100	INVENTORY	Computer Lab
22339	Scanner - Visioneer Strobe XP100	INVENTORY	
22347	Scanner - Visioneer Strobe XP100	INVENTORY	
22350	Scanner - Visioneer Strobe XP100	INVENTORY	IT LAB
20094	Scanner - Visioneer Strobe XP100	IS&T Administration	Computer Lab
20151	Scanner - Visioneer Strobe XP100	IS&T Administration	MF Storage Room
20152	Scanner - Visioneer Strobe XP100	IS&T Administration	MF Storage Room
20154	Scanner - Visioneer Strobe XP100	IS&T Administration	MF Storage Room
20172	Scanner - Visioneer Strobe XP100	IS&T Administration	MF Storage Room
20354	Scanner - Visioneer Strobe XP100	IT	MF Storage
20355	Scanner - Visioneer Strobe XP100	IT	MF Storage
20357	Scanner - Visioneer Strobe XP100	IT	MF Storage
20358	Scanner - Visioneer Strobe XP100	IT	MF Storage
20361	Scanner - Visioneer Strobe XP100	IT	MF Storage
20363	Scanner - Visioneer Strobe XP100	IT	MF Storage
20994	Scanner - Visioneer Strobe XP100	IT	MF Storage
20997	Scanner - Visioneer Strobe XP100	IT	MF Storage
22351	Scanner - Visioneer Strobe XP100	IT	IT Lab
22346	Scanner - Visioneer Strobe XP100	BSP	BSP
22354	Scanner - Visioneer Strobe XP100	MF Maintenance Admin.	Maintenance Mgr's Office
20155	Scanner - Visioneer Strobe XP100	BSP	BSP
20362	Scanner - Visioneer Strobe XP100	RC Operations Support	AGM-office/RVC
20090	Scanner - Visioneer Strobe XP100	PT Administration	RVC-(PARA Group)
20995	Scanner - Visioneer Strobe XP100	BSP	IT Project Management Area
22348	Scanner - Visioneer Strobe XP100	IT	IT Department
22342	Scanner - Visioneer Strobe XP100	PT TIC	PT (MC)
20171	Scanner - Visioneer Strobe XP100	PT Administration	Bill Bernschein's office
22353	Scanner - Visioneer Strobe XP100	Operations Support	RC Maintenance Administration
20156	Scanner - Visioneer Strobe XP100	Dispatch	MF Inst-FL Dispatch
20996	Scanner - Visioneer Strobe XP100	Office Of The President	Executive's Office
20826	Scanner - Visioneer Strobe XP100	PT Administration	PT Administration
22335	Scanner - Visioneer Strobe XP100	INVENTORY	Computer Lab

20827	Scanner - Visioneer Stroke XP100	IT	IT LAB
20828	Scanner - Visioneer Stroke XP100	IT	IT LAB
22023	Scanner - Visioneer Stroke XP100	Office Of The President	Office of the President
20831	Scanner - Visioneer Stroke XP100	MF Maintenance Admih.	Procurement
22336	Scanner - Visioneer Stroke XP100	Dispatch	Dispatch
22022	Scanner - Visioneer Stroke XP100	PT Administration	PT Administration
22025	Scanner - Visioneer Stroke XP100	PT TIC	IT
22326	Server - COMPAQ Proliant DL360	IT	IT LAB
21886	Server - COMPAQ Proliant DL360	IS&T Administration	MF Server Room 2nd FL
21892	Server - COMPAQ Proliant DL360	IS&T Administration	MF Server Room 2nd FL
21902	Server - COMPAQ Proliant DL360	IS&T Administration	MF Server Room 2nd FL
22204	Server - COMPAQ Proliant DL360	IS&T Administration	MF Server Room
22824	Server - COMPAQ Proliant DL360	IS&T Administration	MF Server Room 2nd FL
22825	Server - COMPAQ Proliant DL360	IS&T Administration	MF Server Room 2nd Floor
21973	Server - COMPAQ Proliant DL360	IT	Server Room
21974	Server - COMPAQ Proliant DL360	IS&T Administration	RC Server Room 2nd FL
22779	Server - COMPAQ Proliant DL360	IT	RC Server Room 2nd FL
22780	Server - COMPAQ Proliant DL360	IT	MF IT Server Room 2nd FL
22899	Server - COMPAQ Proliant DL360 G4	IS&T Administration	MF Server Room
22973	Server - COMPAQ Proliant DL360 G4	IS&T Administration	RC Server Room 2nd FL
22896	Server - COMPAQ Proliant DL360 G4	IS&T Administration	RC Server Room 2nd FL
22897	Server - COMPAQ Proliant DL360 G4	IS&T Administration	RC Server Room 2nd FL
22898	Server - COMPAQ Proliant DL360 G4	IS&T Administration	RC Server Room 2nd FL
22974	Server - COMPAQ Proliant DL360 G4	IS&T Administration	RC Server Room 2nd FL
22977	Server - COMPAQ Proliant DL360 G4	IS&T Administration	RC Server Room 2nd FL
22445	Server - COMPAQ Proliant DL360 G4 P	IS&T Administration	MF SERVER ROOM 2nd FL
22444	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	MF Server Room 2nd FL
22447	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	MF Server Room 2nd FL
22468	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	MF Server Room
22894	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	MF Server Room 2nd FL
22895	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	MF Server Room 2nd FL
22972	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	MF Server Room 2nd FL
22470	Server - COMPAQ Proliant DL360 G4P	IT	MF Server Room 2nd FL
22469	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	RC Server Room 2nd FL
22471	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	RC Server Room 2nd FL
22443	Server - COMPAQ Proliant DL360 G4P	IS&T Administration	MF Server Room

21891	Server - COMPAQ Proliant DL380	IS&T Administration	MF Server Room 2nd FL
21914	Server - COMPAQ Proliant DL380	IS&T Administration	MF Server Room 2nd FL
21989	Server - COMPAQ Proliant DL380	IS&T Administration	MF Server Room
22206	Server - COMPAQ Proliant DL380	IS&T Administration	MF Server Room
22781	Server - COMPAQ Proliant DL380	IT	MF Server Room 2nd FL
22782	Server - COMPAQ Proliant DL380	IT	MF Storage Room 2nd FL
21900	Server - COMPAQ Proliant DL380	IS&T Administration	MF Server Room 2ND FL
21987	Server - COMPAQ Proliant DL380 G4	IS&T Administration	MF Server Room 2nd FL
22976	Server - COMPAQ Proliant DL380 G4	IS&T Administration	MF Computer Room
21986	Server - COMPAQ Proliant DL380 G4	IT	MF Server Room 2nd FL
22626	Server - COMPAQ Proliant DL380 G4	IT	MF SERVER ROOM 2nd FL
22666	Server - COMPAQ Proliant DL380 G4	IT	
22446	Server - COMPAQ Proliant DL380 G4p	IS&T Administration	MF Server Room 2nd FL
22448	Server - COMPAQ Proliant DL380 G4p	IS&T Administration	RC Server Room 2nd FL
22442	Server - COMPAQ Proliant DL580 G3	IS&T Administration	MF Server Room 2nd FL
21915	Server - COMPAQ Proliant ML530	IS&T Administration	MF Server Room
22956	Server - Dell PowerEdge 1950 III	IS&T Administration	MF Computer Room 2nd FL
22958	Server - Dell PowerEdge 1950 III	IS&T Administration	MF Server Room 2nd FL
22957	Server - Dell PowerEdge 1950 III	IT	MF Server Room 2nd FL
23018	Server - Dell PowerEdge 1950 III	IS&T Administration	Stewart Ave Data Center
22954	Server - Dell PowerEdge 1955 Blade	INVENTORY	MF Server Room
22949	Server - Dell PowerEdge 1955 Blade	IT	MF Server Room
22959	Server - Dell PowerEdge 1955 Blade	IS&T Administration	MF Server Room
22960	Server - Dell PowerEdge 1955 Blade	IS&T Administration	MF Server Room
22961	Server - Dell PowerEdge 1955 Blade	IS&T Administration	MF Server Room
22951	Server - Dell PowerEdge 1955 Blade	IT	MF Server Room
22952	Server - Dell PowerEdge 1955 Blade	IT	MF Server Room
22953	Server - Dell PowerEdge 1955 Blade	IT	MF Server Room
22955	Server - Dell PowerEdge 1955 Blade	IT	MF Server Room
22950	Server - Dell PowerEdge 1955 Blade	IT	MF Server Room
20924	Server - Dell PowerEdge 1955 Chassis	IT	MF Server Room
20910	Server - Dell PowerEdge 840	IS&T Administration	IT
23019	Server - Dell PowerEdge M1000e Chassis	IT	MF Server Room
23057	Server - Dell PowerEdge M600 Blade	IS&T Administration	MF Server Room
23020	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23021	Server - Dell PowerEdge M600 Blade	IT	MF Server Room

25

23022	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23023	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23024	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23025	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23026	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23027	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23058	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23059	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23060	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23061	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
23161	Server - Dell PowerEdge M600 Blade	IT	MF Server Room
20392	Server - Dell PowerEdge T100	IT	MF 1st FL IT Storage Room
20393	Server - Dell PowerEdge T100	IT	MF 1st FL IT Storage Room
23063	SERVER - HP DL360 G6	IT	RVC SERVER ROOM 2nd FL
23062	Server - HP DL360 G6	IT	RVC SERVER ROOM 2ND FL
22131	Server - HP Proliant DL360	IS&T Administration	MF Server Room
22823	Server - HP Proliant DL360	IS&T Administration	MF Server Room 2nd FL
22826	Server - HP Proliant DL360	IS&T Administration	MF Server Room 2nd FL
21985	Server - HP Proliant DL360 G4	IS&T Administration	MF Server Room 2nd FL
21983	Server - HP Proliant DL360 G4	IT	MF SERVER ROOM 2nd FL
21988	Server - HP Proliant DL360 G4	IT	MF Server Room 2nd FL
21982	Server - HP Proliant DL360 G4	PT Server Room	PT SERVER ROOM
21984	Server - HP Proliant DL360 G4	IS&T Administration	RC SERVER ROOM 2nd FL
22449	Server - HP Proliant DL360 G4p	IS&T Administration	MF Server Room
22490	Server - HP Proliant DL360 G4p	IS&T Administration	MF SERVER ROOM 2nd FL
22491	Server - HP Proliant DL360 G4p	IS&T Administration	MF Server Room 2nd FL
22327	Server - HP Proliant DL360 G5	IS&T Administration	MF Server Room 2nd FL
22329	Server - HP Proliant DL360 G5	IS&T Administration	MF Server Room
22328	Server - HP Proliant DL360 G5	RC Maintenance Admin	
22133	Server - HP Proliant DL380	IT	MF Server Room 2nd FL
22021	Server - HP Proliant DL380	IS&T Administration	MF Server Room 2nd FL
22130	Server - HP Proliant DL380	IS&T Administration	MF Server Room 2nd FL
22134	Server - HP Proliant DL380	IS&T Administration	MF Server Room 2nd FL
22132	Server - HP Proliant DL380	RC SERVER ROOM	RC Server Room 2nd FL
22020	Server - HP Proliant DL380	IS&T Administration	MF Server Room 2nd FL
23170	Server - HP Proliant DL380 G4	IS&T Administration	Computer Room

23171	Server - HP Proliant DL380 G4	IS&T Administration	Computer Room
23172	Server - HP Proliant DL380 G4	IS&T Administration	Computer Room
23173	Server - HP Proliant DL380 G4	IS&T Administration	Computer Room
23174	Server - HP Proliant DL380 G4	IS&T Administration	Computer Room
22975	Server - HP Proliant DL380 G4	IS&T Administration	MF IT Store Room
23028	Server - IBM System x3650	IT	MF Server Room
23029	Server - IBM System x3650	IT	MF Server Room
20219	Spectra Tape Drive	IT	Rockville Center
22726	Switch - 16 Port KVM Server Console	IS&T Administration	Computer Room MF
22725	Switch - 16 Port KVM Server Console	RC SERVER ROOM	RC Server Room
20047	Switch - 16 Port KVM Server Console	IS&T Administration	MF Storage Room
23167	Switch - 16 Port KVM Server Console	IS&T Administration	MF Storage Room
23168	Switch - 16 Port KVM Server Console	IS&T Administration	IT COMPUTER ROOM
20062	Switch - 16 Port KVM Server Console	RC SERVER ROOM	MF Server Room
20086	Switch - Belkin 8 PORT OmniView PRO2 KVM switch	BSP	Chris O'Hara's Office
20084	Switch - Belkin 8 PORT OmniView PRO2 KVM switch	IS&T Administration	Computer Lab
20085	Switch - Belkin 8 PORT OmniView PRO2 KVM switch	IS&T Administration	Computer Lab
20088	Switch - Belkin 8 PORT OmniView PRO2 KVM switch	IS&T Administration	Network Operations Area
20087	Switch - Belkin 8 PORT OmniView PRO2 KVM switch	BSP	Chris Ohara's Office
20266	Switch - Belkin OmniView PRO3 4-Port KVM Switch	IS&T Administration	MF 2nd Floor
20911	Switch - Belkin OmniView PRO3 4-Port KVM Switch	IS&T Administration	MF Network Administration
20265	Switch - Belkin OmniView PRO3 4-Port KVM Switch	IS&T Administration	Mineola
20239	Switch - Extreme Networks Summit 300-24	IS&T Administration	MF 2nd Fl Storage Room
20276	Switch - Extreme Networks Summit 300-24	IS&T Administration	MF 2nd Fl Storage Room
20277	Switch - Extreme Networks Summit 300-48	IS&T Administration	MF 2nd Fl Storage Room
22625	Switch - Extreme Networks Summit 300-48	IS&T Administration	MF - IT Store Room
22629	Switch - Extreme Summit 200 - 24	IT	DB Office
22517	Switch - Extreme Summit 200 - 24	Operations & Technology	MF Depot
20675	Switch - Intel 510T	IT	IT
20676	Switch - Intel 510T	Transportation Admin	RC Transportation Administration
22126	Switch - linksys 8-port	BSP	BSP
22035	Switch - linksys 8-port	Operations Safety Admin	Operation Safety
20607	Switch - Netgear FE508 100base 8 Port	INVENTORY	Storage Room
20262	Switch - Netgear ProSafe 16 Port Switch	IT	MN Station 2
20263	Switch - Netgear ProSafe 16 Port Switch	IT	MN Station 5
21894	Tape Library - 40/80 DLT	IS&T Administration	Computer 2nd Fl MF

21925	Tape Library - 40/80 DLT	IS&T Administration	MF Storage Room
22129	Tape Library - Adic FastStor	IT	MF Server Room
22508	Tape Library - Adic FastStor	IT	MF Server Room
20337	Tape Library - Spectra Logic T50E	IT	MF Server / Data Center
21781	TV - Westinghouse- 42 inch	IT	MF Storage Room Second Floor
22311	Voice Recorder - MF Voice Recorder	MF Operators	MF Telephone Room
22312	Voice Recorder - PT Voice Recorder	PT Server Room	PT Server Room



SCHEDULE 3

Non-County Properties

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

SCHEDULE 4  
Maintenance Plan

## Maintenance

### Maintenance Plan Objectives

Nassau County maintenance objectives are as follows:

- > Achieve 80% fleet readiness by vehicle type (for both the fixed route and paratransit fleets).
- > Maintain a fleet reliability standard of 12,500 miles between road failures.
- > Spend 75% of maintenance time and resources on scheduled maintenance.
- > Veolia will adhere to a PMI schedule based on 5,000-6,000 mile safety inspections and PMI intervals (depending on vehicle type) which conform to OEM recommendations.
- > Conduct Quality Control Checks on 20% of PMIs completed each week. Audits must be documented and filed.
- > Conduct Quality Control Checks on 20% of vehicles cleaned each week. Audits must be documented and filed.
- > Conduct Quality Control Checks on 5% of vehicle files each month. Audits must be documented and filed.
- > Ensure a safe work environment.
- > Provide accurate and timely fleet performance and maintenance related reporting to Nassau County and regional and corporate oversight team.

### Daily Inspection

The Operator completes the inspection process on the Daily Vehicle Inspection Report (DVIR). The form requires that certain actions are performed in a prescribed order. The inspection form will be time coded so it provides data on how long the Operator took to complete the inspection and at what time the inspection began.

### Repair and Maintenance

#### Preventative Maintenance Inspections

The Veolia PMI program meets all preventive maintenance standards required by the OEM when under warranty. The PM schedule reflects the minimum requirements for the LIB fleets and is reviewed continuously for modifications, based upon the needs of the vehicles as they progress through their various components' life cycles.

Below is a summary of the inspection levels and activities.

PMI Schedule	A Inspection	B Inspection	C Inspection	D Inspection	E Inspection	F Inspection
Safety	X					
Brakes	X					
Steering	X					
Tires	X					
Suspension	X					
Engine Compartment	X					
Interior	X					
Exterior	X					
Wheelchair Lift/Ramp Operation	X					
Air Conditioning Operation	X					
Road Test		X				
Intention		X				
Exterior		X				
Under Chassis		X				
Engine Compartment		X				
Wheels/Tires & Hubs		X				
Battery Service		X				
Brake Inspection		X				
Replace HVAC Filter		X				
Lift Inspection & Lube		X				
Chassis Lube		X				
Pressure Test Cooling System		X				
Take Oil Sample		X				
Change Engine Oil & Filter		X				
Replace Fuel Filter			X			
Perform Chassis Lubrication			X			
Balance and Rotate tires/wheels			X			
Replace air cleaner element			X			
Inspect differential oil level			X			
Air Conditioning Long Inspection				X		
Wheelchair Lift/Ramp Long Inspection				X		
Take Transmission Fluid Sample				X		
Lube Door Motor & Linkage				X		
Hydraulic Fluid & Filter				X		
Clean Transmission Breather Cap				X		
Nirite Reading				X		
Change Transmission Fluid & Filter				X		
Perform Front Wheel Bearing Service				X		
Inspect Exhaust System				X		
Engine Tune Up					X	
Clean Differential Breather					X	
Power Steering Fluid & Filter					X	
Change Differential Fluid						X

### Wheelchair Lift/Ramp Inspection

Veolia performs a 30,000 mile lift inspection as part of the C PMI and includes the following service points:

- |                                  |                        |
|----------------------------------|------------------------|
| > Overall condition              | > Control Pendant      |
| > Electrical Wiring              | > Vehicle Interlock    |
| > Decals                         | > Handrails            |
| > Lift Mountings and Supports    | > Main Lifting Pivots  |
| > Platform & Platform Attachment | > Inner Rollstop       |
| Parts                            |                        |
| > Platform Rollstop              | > Hydraulic Power Unit |

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### Fluid Analysis Program

The fluid analysis program provides a method of monitoring the condition of major power train components and ensures efficient lubricant and fluid use.

Engine oil samples are taken at each required component service interval, which is based on the recommendations of the manufacturer. Analysis test results are reviewed and compared to previous test results to identify any developing trends. Appropriate action is taken based on the results and recommendations from the analysis report. All records is properly documented and filed with the vehicle's records. All fluid samples must be shipped to the laboratory within 72 hours of the sample being taken.

Each oil sample is tested for 16 wear metals and oil additive elements, with results reported in parts per million. The elements include the following:

- |              |            |
|--------------|------------|
| > Iron       | > Aluminum |
| > Chromium   | > Copper   |
| > Lead       | > Tin      |
| > Nickel     | > Silver   |
| > Silicon    | > Sodium   |
| > Boron      | > Zinc     |
| > Phosphorus | > Calcium  |
| > Magnesium  | > Barium   |

Each oil sample is also tested for fuel dilution, total solids, water, antifreeze, viscosity and neutralization. The physical data obtained from the tests are measured by the following:

- > Fuel dilution – volume %
- > Total solids/soot – volume %
- > Water – volume % (ASTM D-91)
- > Viscosity @ 100°C

- > Antifreeze – positive (ASTM D – 2982)

All reports of testing are reviewed and compared to previous trend results and base data. Each test has the history of the three most recent samples on the report to compare data and observe any trend developing. Further analysis trend can be accessed through laboratory website.

### **Tire Management**

For the Nassau County maintenance program Veolia will strictly adhere to the following program:

- > No vehicle is to enter service or be allowed to continue in service with tread depth readings of less than 4/32" on steer tires and 2/32" on drive tires.
- > Recap tires are permitted for use on drive axle tire, unless prohibited by the operating contract. Recap tires are NEVER permitted on steering axle tires.
- > A ribbed tread design is to be used for all axles; an aggressive pattern may be used if operating or geographic conditions warrant. Lug tires are not to be used.
- > Tires are to be visually inspected before each and every scheduled run for signs of sidewall damage, irregular wear patterns, missing valve caps, and low inflation.
- > Tire inflation pressure and tread depth are to be checked, recorded, and corrected if necessary at each PMI interval, or more often if warranted by operating conditions. Tires are to be maintained with a goal of evenly matched inflation pressures and tread depths as much as possible.

### **Major Components**

Major components will be repaired, replaced or rebuilt as needed using OEM or OEM equivalent parts. Major components will only be repaired, replaced or rebuilt after they have gone through proper diagnosis as per OEM guidelines.

### **Warranty Program**

Veolia proposes to work in partnership with the County in managing the delivery and acceptance of any new fleets and working with both Nassau County and the vehicle manufacturer through issues relating to the performance and reliability of any new equipment.

More specifically, Veolia will take responsibility for:

- > Leading and working with staff to ensure through new bus acceptance inspections, installation of additional equipment, sign-off of acceptance and coordination with the Training and Operations departments prior to release for service;
- > Assisting Nassau County and the manufacturer in finding solutions to fleet defects identified through the shake-out period;
- > Tracking and evaluating manufacturer solutions to fleet defects for acceptable performance and reliability;
- > Training of mechanical staff on new equipment consistent with manufacturer recommendations;
- > Conduct performance research and analysis on vehicle and systems to improve vehicle performance and improve efficiencies;
- > Manage component training processes provided through the manufacturer;

- > Identifying potential warranty claims;
- > Tracking the time and materials used for repair of warranted items; and
- > Processing claims in a manner required by the manufacturer.

### Information Tracking and Reports

Veolia utilizes Ron Turley & Associates, Inc. (RTA) Fleet Management Software as its company-wide, networked platform for maintenance management systems.

The software is composed of the following six "modules" to aid in maintenance control:

- > **Vehicle Inventory:** Keeps track of all fleet information such as history, current vehicle status and scheduled maintenance. Provides for file updating, future service scheduling, and cost tracking.
- > **Work Orders:** Plans and schedules PM. Creates work orders and invoices.
- > **Parts Inventory:** Tracks inventory and generates requisitions for parts to be reordered. Tracks cores and warranty parts and gives failure statistics. Includes report forms.
- > **Fueling:** Tracks inventory, accounting and consumption of fuel. Calculates fuel taxes and vehicle cost per mile.
- > **Tires:** Tracks inventory. Compiles "cost per mile" reports to compare manufacturers.
- > **Operator Verification Reports:** Allows employees to record information from pre-trip vehicle inspections.

### Vehicle Files

Thorough vehicle history records will be maintained for all revenue vehicles in each fleet. Such records include dates and details of all preventive maintenance inspections, all safety and pre- and post-trip inspections, work orders, repair records, and records of any accidents in which the particular vehicle was involved.

Vehicle maintenance record files will contain, at a minimum:

- > Make, model, serial number, license number, LIB fleet number
- > Date placed in service and life miles
- > Rebuilds and major component replacements
- > PM Inspection reports and audits
- > Repair Orders with a copy of the Driver Vehicle Inspection Reports (DVIR) if applicable, including warranty repairs
- > Road call reports
- > Completed DVIRS will be filed in chronological order by bus number (with retention for three months)
- > Oil analysis reports
- > NYS DOT inspection documents
- > Component change-out records
- > Opacity tests

- > Vehicle accident reports

## Vehicle Cleaning and Servicing

Veolia allocates resources, has established processes and provides management oversight to ensure each bus and van that pulls out of the lot has been cleaned, fueled and is ready for our customers.

We expect that Nassau County' high standards for fleet cleanliness match our own – we take tremendous pride in having some of the cleanest vehicles on the road. This will be particularly important for the new brand image discussed elsewhere in this proposal.

The tentative servicing and cleaning schedules are described in the following table. During the first year, the proposed schedule will be compared to those currently in place.

<i>Function</i>	<i>Frequency</i>
Fluid Check and Replenishment and Fueling	Daily
Exterior Vehicle Wash and Scrub	Minimum of twice weekly, more often during periods of inclement weather
Interior Daily Basic Cleaning	Daily
Interior Detailing	Every 2 weeks
Vehicle Wheels And Hubs	Every 2 weeks
Complete cleaning of vehicle interior.	Every 2 weeks
Steam clean engine and undercarriage	Every 9,000 miles



## SCHEDULE 5

### Fare Policy

- \$2.25 for any bus ride with MetroCard or Cash
- \$29 for 7-day unlimited pass
- \$104 for 30-day unlimited pass
- \$1.10 for any bus ride with a reduced-fare MetroCard (65 years older or qualifying disability)
- Discount of \$0.25 for students with valid student ID
- Dollar bills are not accepted on LIB fixed-route buses
- Transfers valid for 2 hours; included with MetroCard and upon request with coins
- AbleRide paratransit fare is \$3.75, payable in Able-Ride tickets or exact fare

SCHEDULE 6

Nassau County Local Law 1-2006 Certificate of Compliance

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:

\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_ (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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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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

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

SCHEDULE 7

Nassau County Local Law 14-2002 Equal Employment Opportunities  
For Minorities and Women

### Equal Employment Opportunities for Minorities and Women

The provisions of this Schedule are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with local law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certificate Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be

inaccurate. Within ten (10) working days of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Schedule, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 1402992, this Schedule or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty (30) days of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten (10) days of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Schedule the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Schedule.

As used in this Schedule the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Schedule the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Schedule the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Schedule "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation



- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Schedule the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Schedule the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Schedule, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

SCHEDULE 8

Operator Assisted Telephone Lines

- General Information -- (516) 542-0100
- Transportation Information Center & Able Ride -- (516) 228-4000



**EXHIBIT A**



ATKINS

180

22

## STANDARDS FOR MARKETING AND ADVERTISING OF TRANSIT SYSTEM

### I. PURPOSE

**A. Objectives.** Through this policy, Nassau County (the "County") intends to establish definite, objective, uniform, and enforceable standards for advertising and marketing of the Transit System ("Advertising"). In setting such standards, the County seeks to fulfill certain goals and objectives, including but not limited to:

- (a) maintaining the safe and orderly operation of the Transit System;
- (b) maximization of revenue generated by Advertising;
- (c) maximization of revenue generated by attracting, maintaining, and increasing ridership
- (d) maintaining a safe and welcoming environment for County residents and visitors, including minors;
- (e) avoiding the identification of the County with advertisements or the viewpoints of the advertisers;
- (f) maintaining an image of neutrality on political matters and other noncommercial issues that are the subject of public debate and concern; and
- (g) minimizing interference or disruption of the commercial aspects of the Transit System.

**B. Nonpublic Forum.** By allowing limited types of Advertising, the County does not intend to create a public forum for public discourse or expressive activity, or to provide a forum for all types of advertisements. Advertising is intended only to generate revenue for the County. The County intends that the Transit System constitute a nonpublic forum that is subject to the restrictions set forth in Section II.

**C. Reservation of Rights.** The County reserves the right, from time to time, to waive, suspend, modify, or revoke the application of any or all of these policies and standards as it deems necessary to comply with legal mandates and to fulfill the goals and objectives referred to herein. All of the provisions of these policies and standards shall be deemed severable.

**D. Disclaimer.** The County reserves the right, in all circumstances, to require that an advertisement include a disclaimer indicating that it is not sponsored by, and does not necessarily reflect the views of, the County.

**E. Applicability.** These policies and standards shall apply to all property governed by the Fixed Route Bus and Paratransit Operation, Management and License Agreement by and between the County and Veolia Transportation Services, Inc.

### II. ADVERTISING STANDARDS

**A. Commercial Advertisements Only.** Except for Advertising as defined in Section II.C or Section II.D, only advertisements promoting primarily the sale of commercial goods or services are permitted.

B. Prohibited Advertising. Advertisements shall not be accepted, used, displayed or maintained if such advertisement fall within one or more of the following categories:

- 1) Demeaning or disparaging. The advertisement contains material that demeans or disparages an individual, group, or entity. An advertisement will be deemed to contain such material where a reasonably prudent person using prevailing community standards would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual, group, or entity.
- 2) Tobacco. The advertisement's purpose or effect is to identify a brand of a tobacco product (any substance which contains tobacco, including, but not limited to, cigarettes, cigars, pipe tobacco and chewing tobacco), a trademark of a tobacco product or a trade name associated exclusively with a tobacco product, or to promote the use or sale of a tobacco product.
- 3) Profanity. The advertisement contains profane, vulgar, or scatological language.
- 4) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual; or (b) contains image(s) of firearm(s) that occupy 15% or more of the overall advertisement; or (c) contain images or depictions of illegal firearms or other illegal weapons, or the unlawful use of firearms or other weapons.
- 5) Violence. The advertisement contains an image or description of graphic violence, including, but not limited to (1) the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement, and (2) the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal.
- 6) Unlawful goods or services. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.
- 7) Unlawful conduct. The advertisement contains any material that promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.
- 8) Obscenity. The advertisement contains obscene material. For purposes of these policies and standards, the term "obscene" shall have the meaning contained in New York Penal Law Section 235.00, as such provision may be amended, modified or supplemented from time to time.
- 9) Indecent Material. The advertisement contains material which, if sold or loaned to a minor for monetary consideration with knowledge of its character and content would give rise to a violation of New York Penal Law Section 235.21, as such provision may be amended, modified, or supplemented from time to time.

- 10) Offensive Sexual Material. The advertisement contains material which constitutes public display of offensive sexual material in violation of New York Penal Law Section 245.11, as such provision may be amended, modified, or supplemented from time to time.
- 11) Patently Offensive Material. The advertisement contains material that would be deemed patently offensive by a reasonably prudent person of average sensitivity in the community.
- 12) Political or "Issues" Advertising. The advertisement (1) refers to a specific ballot question, initiative petition, or referendum; (2) refers to any candidate for public office; or (3) promotes, opposes or otherwise directly relates to issues of public debate on economic, political, or social issues.
- 13) Endorsement. The advertisement contains any material that implies or declares an endorsement by the County of any service, product or point of view, without prior written authorization of the County.
- 14) False, misleading, or deceptive material. The advertisement contains any material which is false, misleading, or deceptive.
- 15) Libelous speech, copyright infringement, etc. The advertisement contains any material which is libelous or an infringement of any copyright, trade or service mark, title or slogan, or is otherwise unlawful or illegal or likely to subject the County to litigation.
- 16) Right of Privacy. The advertisement contains any material which violates New York Civil Rights Law Section 50, as such provision may be amended, modified, or supplemented from time to time.
- 17) "Adult"-oriented goods or services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated "X" or "NC-17," adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult Internet sites, and escort services, or other similar places, things or services.
- 18) Distractions and Interference. The advertisement (i) displays the words "Stop," "Drive In," "Danger," or any other word, phrase, symbol or character that, as determined by the County, may interfere with, mislead, direct or distract vehicular traffic and/or (ii) comprises rotating, revolving, or flashing light devices or any moving parts.
- 19) Advertisements Adverse to the County. The advertisement is (i) directly adverse to the commercial or administrative interests of the County; or (ii) harmful to the morale of County employees.
- 20) Alcohol Advertising. The advertisement promotes the sale of wine, liquor, beer, or distilled spirits or other alcoholic beverages; provided, however, that such advertisement may be accepted, displayed or maintained if it would not otherwise qualify under one of the above categories, does not promote the abuse alcoholic



products and does not use lewd or salacious content. In addition, such advertising must be removed in the event that a municipality in which the advertising is located requests that such advertising be removed. In such event, the County shall endeavor to work with the Franchisee to locate another suitable location for such advertising. However, the Franchisee shall not be entitled to a reduction in any of its payment obligations to the County in the event another suitable location cannot be found.

C. **County Operations.** The County retains the right to display any advertisements and notices that pertain to County operations or initiatives.

D. **Public Service Advertising.** Notwithstanding Section II.A, advertising space may be made available to certain public service organizations. Such advertisements may not contain any material that falls within any category in Section II.B. Only organizations that are (i) tax-exempt nonprofit organizations and can document their tax-exempt status or (ii) federal, state, or local governmental entities will be accepted.

E. **Existing Laws.** All advertisements must comply with all applicable federal, state, and local laws, rules, and regulations.

**EXHIBIT B**

REPRODUCED

186

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, Title 23, United States Code (Highways),  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,  
as amended by the SAFETEA-LU Technical Corrections Act, 2008,  
the Transportation Equity Act for the 21<sup>st</sup> Century, as amended,  
the National Capital Transportation Act of 1969, as amended,  
the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5,  
February 17, 2009, or other Federal laws that FTA administers.

FTA MA(17)  
October 1, 2010

<http://www.fta.dot.gov/documents/17-Master.pdf>

TABLE OF CONTENTS

Section 1. Definitions.	9
Section 2. Project Implementation.	12
a. General.	12
b. U.S. DOT Administrative Requirements.	13
c. Application of Federal, State, and Local Laws, Regulations, and Directives.	13
d. Recipient's Primary Responsibility to Comply with Federal Requirements.	14
e. Recipient's Responsibility to Extend Federal Requirements to Other Entities.	15
f. No Federal Government Obligations to Third Parties.	16
g. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation).	16
Section 3. Ethics.	17
a. Code of Conduct/Standards of Conduct.	17
b. Debarment and Suspension.	17
c. Bonus or Commission.	18
d. Lobbying Restrictions.	18
e. Employee Political Activity.	18
f. False or Fraudulent Statements or Claims.	18
g. Trafficking in Persons.	19
Section 4. Federal Assistance.	21
a. "Net Project Cost."	22
b. Other Basis for FTA Participation.	22
Section 5. Local Share.	22
a. Restrictions on the Source of the Local Share.	22
b. Duty to Obtain the Local Share.	22
c. Prompt Payment of the Local Share.	23
d. Reduction of the Local Share.	23
Section 6. Approved Project Budget.	23
Section 7. Accounting Records.	23
a. Project Accounts.	23
b. Funds Received or Made Available for the Project.	24
c. Documentation of Project Costs and Program Income.	24
d. Checks, Orders, and Vouchers.	24
Section 8. Reporting, Record Retention, and Access.	24
a. Types of Reports.	24
b. U.S. Office of Management and Budget (U.S. OMB) Special Reporting Provisions.	24
c. Report Formats.	30
d. Record Retention.	30
e. Access to Records of Recipients and Subrecipients.	30

188

f. Project Closeout.	30
<b>Section 9. Payments.</b>	30
a. Recipient's Request for Payment.	31
b. Payment by FTA.	31
c. Costs Reimbursed.	33
d. Bond Interest and Other Financing Costs.	34
e. Excluded Costs.	34
f. Program Income.	35
g. Federal Claims, Excess Payments, and Disallowed Costs, Including Interest.	36
h. De-obligation of Federal Assistance.	36
<b>Section 10. Project Completion, Audit, Settlement, and Closeout.</b>	36
a. Project Completion.	37
b. Audit of Recipients.	37
c. Funds Owed to the Federal Government.	37
d. Project Closeout.	37
<b>Section 11. Right of the Federal Government to Terminate.</b>	37
<b>Section 12. Civil Rights.</b>	38
a. Nondiscrimination in Federal Public Transportation Programs.	38
b. Nondiscrimination - Title VI of the Civil Rights Act.	38
c. Equal Employment Opportunity.	38
d. Disadvantaged Business Enterprise.	39
e. Nondiscrimination on the Basis of Sex.	40
f. Nondiscrimination on the Basis of Age.	40
g. Access for Individuals with Disabilities.	40
h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections.	41
i. Access to Services for Persons with Limited English Proficiency.	41
j. Environmental Justice.	42
k. Other Nondiscrimination Laws.	42
<b>Section 13. Planning and Private Enterprise.</b>	42
a. General.	42
b. Governmental and Private Nonprofit Providers of Nonemergency Transportation.	42
c. Infrastructure Investment.	42
<b>Section 14. Preference for United States Products and Services.</b>	42
a. Buy America.	43
b. Cargo Preference - Use of United States-Flag Vessels.	43
c. Fly America.	43
<b>Section 15. Procurement.</b>	43
a. Federal Standards.	43
b. Full and Open Competition.	43
c. Exclusionary or Discriminatory Specifications.	43

d. Geographic Restrictions	43
e. In-State Buy/Dealer Restrictions	44
f. Neutrality in Labor Relations	44
g. Federal Supply Schedules	44
h. Force Account	44
i. FTA Technical Review	44
j. Project Approval/Third Party Contract Approval	44
k. Preference for Recycled Products	44
l. Clean Air and Clean Water	44
m. National Intelligent Transportation Systems Architecture and Standards	45
n. Rolling Stock	45
o. Bonding	45
p. Architectural Engineering or Related Services	46
q. Design-Build Projects	47
r. Award to Other than the Lowest Bidder	47
s. Award to Responsible Contractors	47
t. Access to Third Party Contract Records	47
u. Electronic and Information Technology	47
Section 16. Leases	48
a. Capital Leases	48
b. Leases Involving Certificates of Participation	48
Section 17. Patent Rights	48
a. General	48
b. Federal Rights	48
c. License Fees and Royalties	48
Section 18. Rights in Data and Copyrights	49
a. Definition	49
b. General	49
c. Federal Rights in Data and Copyrights	49
d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects	49
e. License Fees and Royalties	50
f. Hold Harmless	50
g. Restrictions on Access to Patent Rights	50
h. Data Developed Without Federal Funding or Support	50
i. Requirements to Release Data	50
Section 19. Use of Real Property, Equipment, and Supplies	51
a. Use of Project Property	51
b. General	51
c. Maintenance	51

d. Records.	52
e. Incidental Use.	52
f. Encumbrance of Project Property.	52
g. Transfer of Project Property.	52
h. Disposition of Project Property.	53
i. Insurance Proceeds.	54
j. Transportation - Hazardous Materials.	54
k. Misused or Damaged Project Property.	55
l. Responsibilities After Project Closeout.	55
<b>Section 20. Insurance.</b>	55
a. Minimum Requirements.	55
b. Flood Hazards.	55
<b>Section 21. Relocation.</b>	55
a. Relocation Protections.	55
b. Nondiscrimination in Housing.	56
c. Prohibition Against Use of Lead-Based Paint.	56
<b>Section 22. Real Property.</b>	56
a. Land Acquisition.	56
b. Covenant Assuring Nondiscrimination.	56
c. Recording Title of Real Property.	56
d. FTA Approval of Changes in Real Property Ownership.	56
<b>Section 23. Construction.</b>	56
a. Drafting, Review, and Approval of Construction Plans and Specifications.	56
b. Supervision of Construction.	57
c. Construction Reports.	57
d. Project Management for Major Capital Projects.	57
e. Seismic Safety.	57
<b>Section 24. Employee Protections.</b>	57
a. Construction Activities.	57
b. Activities Not Involving Construction.	58
c. Activities Involving Commerce.	58
d. Public Transportation Employee Protective Arrangements.	59
<b>Section 25. Environmental Protections.</b>	60
a. National Environmental Policy.	60
b. Air Quality.	61
c. Clean Water.	61
d. Use of Certain Public Lands.	61
e. Wild and Scenic Rivers.	61
f. Coastal Zone Management.	61
g. Wetlands.	61



h. Floodplains.	61
i. Endangered Species and Fisheries Conservation.	61
j. Historic Preservation.	61
k. Indian Sacred Sites.	62
l. Mitigation of Adverse Environmental Effects.	62
Section 26. Energy Conservation.	63
Section 27. State Management and Monitoring Systems.	63
Section 28. Charter Service Operations.	63
Section 29. School Transportation Operations.	63
Section 30. Metric System.	64
Section 31. Geographic Information and Related Spatial Data.	64
<del>Section 32. Substance Abuse.</del>	<del>65</del>
a. Drug-Free Workplace.	65
b. Alcohol Misuse and Prohibited Drug Use.	65
Section 33. Motor Carrier Safety.	65
a. Financial Responsibility.	65
b. Driver Qualifications.	65
c. Substance Abuse Rules for Motor Carriers.	65
Section 34. State Safety Oversight of Rail Fixed Guideway Public Systems.	66
Section 35. Federal "\$1 Coin" Requirements.	66
Section 36. Safe Operation of Motor Vehicles.	66
a. Seat Belt Use.	66
b. Distracted Driving, Including Text Messaging While Driving.	66
Section 37. Protection of Sensitive Security Information.	67
Section 38. Special Notification Requirements for States.	68
Section 39. Special Provisions for the Urbanized Area Formula Program.	68
a. Fares and Services.	68
b. Audit Requirements.	68
c. Half-Fare Requirements.	68
d. Use of Formula Assistance for Operations.	68
e. Public Transportation Security.	69
f. Public Transportation Enhancements.	69
g. Reporting Requirements.	69
h. Participation of Subrecipients.	69
Section 40. Special Provisions for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program	69
a. Eligible Subrecipients.	69
b. State Procedures.	70
c. Participation of Subrecipients.	70
d. Eligible Project Activities.	70

182

e. Leasing of Vehicles.	70
f. Transfer of Project Property.	71
Section 41. Special Provisions for the New Freedom Program.	71
a. General.	71
b. Participation of Subrecipients.	71
Section 42. Special Provisions for the Nonurbanized Area Formula Program.	71
a. Provisions Applicable to States.	71
b. Provisions Applicable to Indian Tribes.	72
Section 43. Special Provisions for the Clean Fuels Grant Program.	73
a. General.	73
b. Participation of Subrecipients.	73
Section 44. Special Provisions for Research, Development, Demonstration, and Special Studies Projects.	73
a. Project Report.	73
b. Project Identification.	74
c. Protection of Human Subjects.	74
d. Protection of Animals.	74
e. Export Control.	74
Section 45. Special Provisions for Medical Transportation Projects.	74
Section 46. Special Provisions for the National Technical Assistance Center for Senior Transportation.	74
Section 47. Special Provisions for Human Resources Fellowships.	75
a. General.	75
b. Fellowship Awards.	75
Section 48. Special Provisions for the Job Access and Reverse Commute Formula Grant Program.	75
a. General.	75
b. Participation of Subrecipients.	75
Section 49. Special Provisions for the Paul S. Sarbanes Transit in Parks Program	75
a. General.	76
b. FTA Notice.	76
Section 50. Special Provisions for the Over-the-Road Bus Accessibility Projects.	76
a. General.	76
b. Accessibility.	76
c. Employee Protective Arrangements.	76
d. FTA Notice.	76
Section 51. Special Provisions for State Infrastructure Bank Projects.	76
a. General.	77
b. Limitations on Accessing Federal Assistance in the Transit Account.	77
Section 52. Special Provisions for TIFIA Projects.	77
Section 53. Special Provisions for Recovery Act Projects.	77

a. Identification of Recovery Act Funding.	74
b. Identification of Projects.	74
c. Prompt Implementation	74
d. Federal Requirements.	79
e. U.S. OMB Provisions.	79
f. One-Time Funding.	80
g. Integrity.	81
h. Violations of Law.	81
i. Maintenance of Effort.	81
j. Emblems.	81
k. Contracts Financed With Recovery Act Funds.	81
l. Further Requirements.	81
<b>Section 54. Special Provisions for Joint FTA - FRA Recovery Act Projects.</b>	<b>81</b>
a. Disadvantaged Business Enterprises.	82
b. Buy America	82
c. Force Account -Procurement.	82
d. Procurement of Rolling Stock.	82
e. Use of Real Property, Equipment, and Supplies.	82
f. Davis-Bacon.	82
g. Employee Protective Arrangements.	82
h. Motor Carrier Safety.	83
i. Railroad Safety.	83
<b>Section 55. Freedom of Information Act.</b>	<b>83</b>
<b>Section 56. Disputes, Breaches, Defaults, or Other Litigation.</b>	<b>83</b>
a. Notification to FTA.	83
b. Federal Interest in Recovery.	83
c. Enforcement.	84
d. FTA Concurrence.	84
e. Alternative Dispute Resolution.	84
<b>Section 57. Amendments to the Project.</b>	<b>84</b>
<b>Section 58. FTA's Electronic Management System.</b>	<b>84</b>
a. Recipient Use.	84
b. TEAM System Terminology.	84
<b>Section 59. Information Obtained Through Internet Links.</b>	<b>84</b>
<b>Section 60. Sustainability.</b>	<b>85</b>

UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

This is the official Federal Transit Administration Master Agreement that contains the standard terms and conditions governing the administration of a Project supported with Federal assistance awarded by the Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Recipient, or supported by FTA through a Transportation Infrastructure Loan, Loan Guarantee, or Line of Credit with the Recipient. This Master Agreement applies to Federal assistance authorized by Federal public transportation laws at 49 U.S.C. chapter 53; Title 23, United States Code (Highways); the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act, 2008, Pub. L. 110-244, June 6, 2008; the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended; the National Capital Transportation Act of 1969; the D.C. Official Code, §§ 9-1111.01 *et seq.*; the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009 ("Recovery Act"), or other Federal legislation FTA administers to the extent FTA so determines.

FTA and the Recipient understand and agree that not every provision of this Master Agreement will apply to every Recipient or every Project for which FTA provides Federal assistance through a Grant Agreement or Cooperative Agreement. The type of Project, the Federal laws and regulations authorizing Federal assistance for the Project, and the legal status of the Recipient as a "State," "local government," "private non-profit" entity, or "private for-profit" entity will determine which Federal laws, regulations, and directives apply. Federal laws, regulations, and directives that do not apply will not be enforced. Nevertheless, the Recipient understands and agrees that it must comply with all applicable Federal laws and regulations, and follow applicable Federal directives, except to the extent that FTA determines otherwise in writing. Any violation of a Federal law or regulation, or failure to follow a Federal directive applicable to the Recipient or its Project may result in penalties to the violating party.

This Master Agreement does not have an Expiration Date. The provisions of this Master Agreement will continue to apply to the Project unless or until modified or superseded by Federal laws, regulations, or directives effective at a later date, or Grant Agreements, Cooperative Agreements, or Master Agreements issued at a later date.

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

Section 1. Definitions.

- a. Application means the signed and dated request for Federal assistance, including any amendment thereto, with all explanatory, supporting, and supplementary documents filed with FTA by or on behalf of the Recipient and accepted or approved by FTA.

b. Approval, Authorization, Concurrence, Waiver means a deliberate written statement (transmitted in typewritten hard copy or electronic format or medium) of a Federal Government official authorized to permit the Recipient to take or omit the action required by the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement, which action may not be taken or omitted without that permission. Except to the extent that FTA determines otherwise in writing, that approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force, authority, or effect.

c. Approved Project Budget means the most recent statement of the costs of the Project, the maximum amount of Federal assistance for which the Recipient is currently eligible, the specific tasks (including specific contingencies) covered, and the estimated cost of each task that has been approved by FTA. As used in the "Approved Project Budget," the term "Scopes" means categories and the term "Scope Level Codes" means category codes. Although "Scopes" and "Scope Level Codes" generally indicate the type of activities encompassed by the Project, the data listed under "Scopes" and "Scope Level Codes" (for example), do not necessarily reflect, and are not intended to be treated as, prima facie evidence of the precise limits or boundaries of a Project, except to the extent that FTA determines otherwise in writing. FTA reserves the right to consider other information in determining what constitutes the "Scope of the Project" when that term is used for legal purposes.

d. Cooperative Agreement means an instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project in which FTA takes an active role or retains substantial control, as provided in 31 U.S.C. § 6305. The Cooperative Agreement consists of the FTA Award establishing the specific parameters of the Project, an Execution statement signed by the Recipient, and may include additional Special Conditions, Special Requirements, or Special Provisions. The latest applicable Master Agreement is incorporated by reference and made part of the Cooperative Agreement, except to the extent FTA determines otherwise in writing.

e. Federal Directive, for purposes of this Master Agreement, includes any Executive Order of the President of the United States, and any Federal document, irrespective of whether it is a published policy, administrative practice, circular, guideline, guidance, or letter signed by the head of a Federal agency or his or her designee, that provides instructions or official advice about a Federal program, including application processing procedures, program management, or other similar matters. The term "Federal Directive" encompasses "FTA Directives," "U.S. DOT Directives," and a similar document issued by another Federal department or agency.

f. Federal Government means the United States of America and any executive department or agency thereof.

g. Federal Transit Administration designates the former Urban Mass Transportation Administration. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration is deemed a reference to the Federal Transit Administration.

- h. Federal Transit Administrator designates the former Urban Mass Transportation Administrator. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administrator is deemed a reference to the Federal Transit Administrator.
- i. FTA is the acronym for the Federal Transit Administration, an operating administration of the U.S. Department of Transportation (U.S. DOT). "FTA" replaces the acronym "UMTA."
- j. Grant Agreement means the instrument by which FTA awards Federal assistance to a specific Recipient to support a particular Project in which FTA does not take an active role or retain substantial control, as provided in 31 U.S.C. § 6304. The Grant Agreement consists of the FTA Award establishing the specific parameters of the Project, an Execution statement signed by the Recipient, and may include additional Special Conditions, Special Requirements, or Special Provisions. The latest applicable Master Agreement is incorporated by reference and made part of the Grant Agreement, except to the extent FTA determines otherwise in writing.
- k. Local Government includes a public transportation authority, as well as a county, municipality, city, town, township, special district, council of governments, public corporation, board, or commission established under the laws of a State (whether or not incorporated as a private nonprofit organization under State law), regional or interstate government entity, Indian tribal government, or any agency or instrumentality thereof.
- l. Project means the activity or activities (task or tasks) listed in Project Description, the Approved Project Budget, and any modifications set forth in the Conditions of Award in the Grant Agreement or Cooperative Agreement for the Project, and any other Special Conditions, Special Requirements, or Special Provisions applicable to the Project. To the extent that a Recipient is required by any provision of 49 U.S.C. chapter 53 to prepare a "Program of Projects," for purposes of this Master Agreement, the term "Project" encompasses both "Program" and "each Project within the Program," as the context may require. For a Loan, Loan Guarantee, or Line of Credit financed with Federal assistance authorized under the Transportation Infrastructure Finance and Innovation Act of 1998, as amended, 23 U.S.C. §§ 601 through 609, "Project" means the transportation activities financed by that Loan, Loan Guarantee, or Line of Credit. For purposes of legal interpretations and other matters, FTA reserves the right to consider information apart from the data listed in FTA's electronic management system under "Scopes" and "Scope Level Codes" of the "Approved Project Budget" to determine what constitutes the Scope of the Project or eligible project activities.
- m. Public Transportation means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include schoolbus, charter, sightseeing, or intercity bus transportation or intercity passenger rail transportation provided by the entity described in 49 U.S.C. chapter 243 (Amtrak or a successor to Amtrak). The term "public transportation" also includes "mass transportation" and "transit."
- n. Recipient means the entity that receives Federal assistance directly from FTA to support the Project. The term "Recipient" includes each "Grant Recipient" or "Grantee" that receives Federal assistance directly from FTA through a Grant and each Recipient that receives Federal

assistance directly from FTA through a Cooperative Agreement. Even if a single organization within a legal entity is designated the Recipient in the Grant Agreement or Cooperative Agreement, the entire legal entity is the Recipient, except to the extent that FTA has determined otherwise in writing. Thus, unless FTA has determined otherwise in writing, if the Recipient is a consortium, partnership, joint venture, team, or other multi-party entity, each participant in, member of, or party to that consortium, partnership, joint venture, team, or multi-party entity is deemed a "Recipient" for purposes of compliance with applicable requirements of the Grant Agreement or Cooperative Agreement for its Project.

- o. Subagreement means an agreement through which a Recipient awards Federal assistance derived from FTA to a subrecipient as defined below. The term "subagreement" also includes the term "subgrant," but does not include the term "third party subcontract."
- p. Subrecipient means any entity that receives Federal assistance awarded by an FTA Recipient, rather than by FTA directly. The term "subrecipient" also includes the term; "subgrantee," but does not include "third party contractor" or "third party subcontractor."
- q. Third Party Contract means a contract or purchase order awarded by the Recipient or subrecipient to a contractor or vendor, financed in whole or in part with Federal assistance awarded by FTA.
- r. Third Party Subcontract means a subcontract at any tier financed in whole or in part with Federal assistance originally derived from FTA that is entered into by the third party contractor or third party subcontractor.
- s. U.S. DOT is the acronym for the United States Department of Transportation, including its operating administrations.

## Section 2. Project Implementation.

- a. General. The Recipient agrees to carry out the Project as follows:

(1) Project Description. Because the "Project Description" in the FTA Award section of the Grant Agreement or Cooperative Agreement provides only a brief description of the Project or Projects to be funded, the Recipient agrees to perform the work as described in the "Project Description" and in its Application that is incorporated by reference in the approved Grant Agreement or Cooperative Agreement for the Project, and justifies the specific Federal assistance awarded for the Project.

(2) Effective Date. The effective date of the Grant Agreement, Cooperative Agreement, or Amendment thereto is the date on which the FTA Authorized Official awards Federal assistance as shown on the Grant Agreement, Cooperative Agreement, or Amendment thereto. The Recipient agrees to undertake Project work promptly after receiving notice that FTA has awarded Federal assistance for the Project.

(3) Recipient's Capacity. The Recipient agrees to maintain or acquire sufficient legal, financial, technical, and managerial capacity to: (a) plan, manage, and complete the Project and provide for the use of Project property; (b) carry out the safety and security aspects of the Project and (c) comply with the terms of its Grant Agreement or Cooperative Agreement for the Project, this Master Agreement, the Approved Project Budget, Project schedules, its annual Certifications and Assurances to FTA, and all applicable Federal laws and regulations, and follow Federal directives applicable to the Project and Recipient, except to the extent that FTA determines otherwise in writing.

(4) Completion Dates. The Recipient agrees to complete the Project in a timely manner. Nevertheless, except in the case of a Full Funding Grant Agreement or as otherwise specified, FTA and the Recipient agree that milestone dates and other Project completion dates are to be treated as good faith estimates rather than precise and firm legal requirements.

b. U.S. DOT Administrative Requirements. The Recipient agrees to comply with the Federal administrative requirements that apply to the category in which it belongs:

(1) State, Local Government, or Indian Tribal Government. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18, apply to a Recipient that is a State, local government, or Indian tribal government.

(2) Institution of Higher Education or Nonprofit Organization. U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 C.F.R. Part 19, apply to a Recipient that is an institution of higher education or a nonprofit organization.

(3) Private For-Profit Organization. Except to the extent that FTA determines otherwise in writing, U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," 49 C.F.R. Part 19, apply to a Recipient that is a private for-profit organization.

c. Application of Federal, State, and Local Laws, Regulations, and Directives.

(1) Federal Laws, Regulations, and Directives. The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, provide Federal guidance applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless the recipient requests FTA approval in writing, the Recipient may incur a violation of Federal laws or regulations, its Grant Agreement or Cooperative Agreement, or this Master Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Recipient on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal



laws, regulations, and directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient agrees that the most recent of such Federal laws, regulations, and directives will apply to the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designee, the text of which modifies or conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each subrecipient, each lease, each third party contract, and other similar document implementing the Project notice that Federal laws, regulations, and directives may change and that the changed provisions will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in this Master Agreement are minimum requirements, unless modified by FTA.

(2) State, Territorial, and Local Law. Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Recipient must comply with the Federal law and implementing regulations. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Recipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Recipient to violate any State, territorial, or local law, regulation, or ordinance, the Recipient agrees to notify FTA immediately in writing. Should this occur, FTA and the Recipient agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

d. Recipient's Primary Responsibility to Comply with Federal Requirements. Irrespective of involvement by any other entity in the Project, the Recipient agrees that it, rather than any other entity, is ultimately responsible for compliance with all applicable Federal laws and regulations, the Grant Agreement or Cooperative Agreement for the Project, and this Master Agreement, in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

(1) Significant Participation by a Subrecipient. Although the Recipient may delegate any or almost all Project responsibilities to one or more subrecipients, the Recipient agrees that it, rather than any subrecipient, is ultimately responsible for compliance with all applicable Federal laws, and regulations, in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

(2) Significant Participation by a Lessee of a Recipient. Although the Recipient may lease Project property and delegate some or many Project responsibilities to one or more lessees, the

Recipient agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws and regulations, in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

(3) Significant Participation by a Third Party Contractor. Although the Recipient may enter into a third party contract in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Recipient (such as in a turnkey contract), the Recipient agrees that it, rather than the third party contractor, is ultimately responsible to FTA for compliance with all applicable Federal laws and regulations, in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

(4) Exceptions. The Recipient, however, is relieved of the requirement to comply with Federal requirements in the following two circumstances:

(a) When the Designated Recipient of Urbanized Area Formula Program assistance as defined at 49 U.S.C. § 5307(a)(2) has entered into a Supplemental Agreement with FTA and a Grant Recipient or Grantee covering the Project, the Designated Recipient is not responsible for compliance with Federal requirements in connection with the Project, or

(b) When the Federal Government, through appropriate official action, relieves the Recipient of a portion of or all responsibility to the Federal Government.

e. Recipient's Responsibility to Extend Federal Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to the Grant Agreement or Cooperative Agreement for the Project are parties to that Grant Agreement or Cooperative Agreement. To achieve compliance with certain Federal laws and regulations, in accordance with applicable Federal directives, however, other entities participating in the Project through their involvement with the Recipient, (such as a subrecipient, lessee, third party contractor, or other participant) will necessarily be affected. Accordingly, the Recipient agrees to take appropriate measures necessary to ensure that all Project participants comply with all applicable Federal laws and regulations, and follow applicable Federal directives affecting Project implementation, except to the extent FTA determines otherwise in writing. In addition, if an entity other than the Recipient is expected to fulfill any responsibilities typically performed by the Recipient, the Recipient agrees to assure that the entity carries out the Recipient's responsibilities as set forth in the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement.

(2) Documents Affected. The applicability provisions of Federal laws, regulations, and directives determine the extent to which those provisions affect an entity (such as a subrecipient, lessee, third party contractor, or other participant) participating in the Project through the Recipient. Thus, the Recipient agrees to use a written document to ensure that each entity participating in the Project complies with applicable Federal laws and regulations, and follows applicable Federal directives, except to the extent that FTA determines otherwise in writing.

(a) Required Clauses. The Recipient agrees to use a written document (such as a subagreement, lease, third party contract, or other similar document) including all appropriate clauses stating the entity's (subrecipient, lessee, third party contractor, or other participant) responsibilities under applicable Federal laws and regulations, in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

(b) Flowdown. The Recipient agrees to include in each document (subagreement, lease, third party contract, or other similar document) any necessary provisions requiring the Project participant (subrecipient, lessee, third party contractor, or other participant) to impose applicable Federal requirements and directives on its subrecipients, lessees, third party contractors and other participants in the Project at the lowest tier necessary, except to the extent that FTA determines otherwise in writing.

(c) Performance of Recipient's Responsibilities. When the document (subagreement, lease, third party contract, or other similar document) requires the Project participant (subrecipient, lessee, third party contractor, or other participant) to undertake responsibilities for the Project usually performed by the Recipient, the Recipient agrees also to include in that document (subagreement, lease, third party contract or other similar document) appropriate provisions that would be applicable to the Recipient as set forth in the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement, and extend those provisions to the subrecipients, lessees, third party contractors, and other Project participants to the lowest tier necessary, except to the extent as FTA determines otherwise in writing.

f. No Federal Government Obligations to Third Parties. In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any subrecipient, lessee, third party contractor, or other participant at any tier of the Project.

g. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Recipient agrees to notify FTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Recipient's ability to perform the Project in accordance with the terms of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement. The Recipient also agrees to notify FTA immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations; and agrees to inform FTA, also in writing, before naming the Federal Government as a party to litigation for any reason, in any forum. At a minimum, the Recipient agrees to provide each notice to FTA required by this subsection of this Master Agreement to the FTA Regional Counsel for the Region in which the Recipient operates its public transportation system or implements the Project.

### Section 3. Ethics.

a. Code of Conduct/Standards of Conduct. The Recipient agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subagreements, leases, third party contracts, or other arrangements supported with Federal assistance. The Recipient agrees that its code of conduct or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential subrecipient, lessee, third party contractor, or other participant at any tier of the Project, or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties identified herein has a financial interest in the entity selected for award. The Recipient may set *de minimis* rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Recipient agrees that its code of conduct or standards of conduct shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Recipient agrees that its code of conduct or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations of its code or standards by its officers, employees, board members, or their agents, or the Recipient's subrecipients, lessees, third party contractors, other participants, or their agents.

(1) Personal Conflicts of Interest. The Recipient agrees that its code of conduct or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of any subagreement, lease, third party contract, or other arrangement at any tier, supported by Federal assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the entity selected for award.

(2) Organizational Conflicts of Interest. The Recipient agrees that its code of conduct or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed subagreement, lease, third party contract, or other arrangement at any tier may, without some restrictions on future activities, result in an unfair competitive advantage to the subrecipient, lessee, third party contractor, or other participant at any tier of the Project or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Recipient agrees to comply with applicable provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget

(U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. To the extent required by these U.S. DOT regulations and U.S. OMB guidance, the Recipient agrees to review the "Excluded Parties Listing System" at <http://epls.gov/> and to include a similar term or condition in each lower tier covered transaction, assuring that, to the extent required by the U.S. DOT regulations and U.S. OMB guidance, each subrecipient, lessee, third party contractor, and other participant at a lower tier of the Project, will review the "Excluded Parties Listing System" at <http://epls.gov/> and will include a similar term or condition in each of its lower tier covered transactions.

c. Bonus or Commission. The Recipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Project.

d. Lobbying Restrictions. The Recipient agrees that:

(1) In compliance with 31 U.S.C. § 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement;

(2) In addition, it will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, as amended.

e. Employee Political Activity. To the extent applicable, the Recipient agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Recipient acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection

with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.

g. Trafficking in Persons. To the extent applicable, the Recipient agrees to comply with, and assures the compliance of each subrecipient with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of this Subsection 3.g of this Master Agreement consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175:

(1) Definitions. For purposes of this Subsection 3.g, the Recipient agrees that:

(a) Employee means either:

1 An individual who is employed by the Recipient or a subrecipient, and who is participating in the Grant Agreement or Cooperative Agreement for the Project; or

2 Another person who is participating in the Grant Agreement or Cooperative Agreement for the Project and who is not compensated by the Recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements of the Grant Agreement or Cooperative Agreement and this Master Agreement.

(b) Forced labor means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or 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.

(c) Private entity:

1 Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.

2 Includes a for-profit organization, and also a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).

(d) Severe forms of trafficking in persons has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(e) Commercial sex act has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(f) Coercion has the meaning given at section 103 of the TVPA, as amended, 22 U.S.C. § 7102.

(2) Provisions Applicable to Each Recipient. The Recipient agrees:

(a) To inform FTA immediately of any information it receives from any source alleging a violation of a prohibition in Subparagraph 3.g(3)(a) of this Master Agreement below.

(b) That FTA may unilaterally terminate its Federal assistance for the Grant Agreement or Cooperative Agreement for the Project as provided in Subparagraph 3.g(3)(b) or Paragraph 3.g(4) of this Master Agreement. FTA's right to terminate unilaterally:

1 Implements subsection 106(g) of the TVPA, as amended, 22 U.S.C. § 7104(g), and

2 Is in addition to all other remedies for noncompliance that are available to the Federal Government under this Master Agreement.

(c) To include the requirements of Subparagraph 3.g(3)(a) of this Master Agreement in any subagreement it enters into with a private entity, as defined in Subparagraph 3.g(1)(c) of this Master Agreement.

(3) Provisions Applicable to a Recipient that is a Private Entity. A Recipient that is a private entity as defined in Subparagraph 3.g(1)(c) of this Master Agreement agrees that:

(a) It, its employees, its subrecipients and its subrecipients' employees that participate in the Grant Agreement or Cooperative Agreement for the Project, may not--

1 Engage in severe forms of trafficking in persons during the period of time that the Grant Agreement or Cooperative Agreement for the Project is in effect;

2 Procure a commercial sex act during the period of time that the Grant Agreement or Cooperative Agreement for the Project is in effect; or

3 Use forced labor in the performance of the Grant Agreement or Cooperative Agreement or subagreements for the Project.

(b) FTA may unilaterally terminate the Grant Agreement or Cooperative Agreement for the Project, without penalty to the Federal Government, if the Recipient or a subrecipient that is a private entity--

1 Is determined to have violated a prohibition in Subparagraph 3.g(3)(a) of this Master Agreement, or

2 Has an employee whose conduct is determined by an FTA official authorized to terminate the Grant Agreement or Cooperative Agreement for the Project to have violated a prohibition in Subparagraph 3.g(3)(a) of this Master Agreement because that employee's conduct is either--

a Associated with his or her participation in the Grant Agreement or Cooperative Agreement for the Project; or

b Imputed to the Recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in the U.S. OMB "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, as implemented by U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200.

(4) Provision Applicable to a Recipient Other Than a Private Entity. FTA may unilaterally terminate the Grant Agreement or Cooperative Agreement for the Project, without penalty to the Federal Government, if a subrecipient that is a private entity--

(a) Is determined to have violated an applicable prohibition in Subparagraph 3.g(3)(a) of this Master Agreement; or

(b) Has an employee whose conduct is determined by an FTA official authorized to terminate the Grant Agreement or Cooperative Agreement for the Project to have violated an applicable prohibition in Subparagraph 3.g(3)(a) of this Master Agreement because that employee's conduct is either--

1 Associated with his or her participation in the Grant Agreement or Cooperative Agreement for the Project, or

2 Imputed to the subrecipient using the standards and due process of U.S. OMB "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180, as implemented by U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, for imputing the conduct of an individual to an organization.

#### Section 4. Federal Assistance.

The Recipient agrees that FTA will provide Federal assistance for the Project equal to the smallest of the following amounts: (a) the maximum amount permitted by Federal law or



regulations, (b) the "Maximum FTA Amount Awarded," as stated on the Grant Agreement or Cooperative Agreement for the Project, or (c) the amount calculated on the basis of the "Maximum Percentage(s) of FTA Participation," as may be modified by the Conditions of Award, Special Conditions, Special Requirements, or Special Provisions of the Grant Agreement or Cooperative Agreement for the Project. FTA's responsibility to make Federal assistance payments under the Grant Agreement or Cooperative Agreement for the Project is limited to the amounts listed in the Approved Project Budget for the Project. The "Estimated Total Eligible Cost" in the Grant Agreement or Cooperative Agreement for the Project is the amount that forms the basis on which FTA determines the "Maximum FTA Amount Awarded" for the Project.

a. "Net Project Cost." For any Project required by Federal law or by FTA to be financed on the basis of its "Net Project Cost" as defined at 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the Recipient for that portion of the Project cost that cannot reasonably be financed from the Recipient's revenues, i.e., "Net Project Cost" of the Project. Therefore, the amount stated as the "Estimated Total Eligible Cost" on the Grant Agreement or Cooperative Agreement for the Project is the "Estimated Net Project Cost" and is the amount that forms the basis on which FTA will calculate the amount of Federal assistance awarded for the Project.

b. Other Basis for FTA Participation. For any Project not required by Federal law or FTA to be financed on the basis of its "Net Project Cost" as defined by 49 U.S.C. § 5302(a)(8), FTA intends to provide Federal assistance to the Recipient for all or part of the total Project cost that is eligible for Federal assistance. Therefore, the amount stated as the "Estimated Total Eligible Cost" on the Grant Agreement or Cooperative Agreement for the Project is the amount that forms the basis on which FTA will calculate the amount of Federal assistance awarded for the Project.

#### Section 5. Local Share.

A Recipient that is required to provide a local share for the Project agrees as follows:

a. Restrictions on the Source of the Local Share. The Recipient agrees to provide sufficient funds or approved in-kind resources, together with the Federal assistance awarded, that will assure payment of the actual cost of each Project activity covered by the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that no local share funds provided will be derived from receipts from the use of Project facilities or equipment, revenues of the public transportation system in which such facilities or equipment are used, or other Federal funds, except as permitted by Federal law or regulation, or if FTA determines otherwise in writing.

b. Duty to Obtain the Local Share. The Recipient agrees to complete all proceedings necessary to provide the local share of the Project costs at or before the time the local share is needed for Project costs, except to the extent that FTA determines otherwise in writing. The Recipient agrees to notify the Government of any change in circumstances or commitments that adversely affect its commitment to finance the project costs necessary to complete the Project. In its notification, the Recipient agrees to advise the Government of what actions it has taken or plans

108

to take to ensure adequate local share resources and shall reaffirm its commitment to the Government as set forth in Subsection 5.a of this Master Agreement.

c. Prompt Payment of the Local Share. The Recipient agrees to provide the proportionate amount of the local share promptly as it incurs Project costs or Project costs become due, except to the extent that the FTA determines otherwise in writing.

d. Reduction of the Local Share. The Recipient agrees that no refund or reduction of the local share may be made unless, at the same time, a refund of the proportional amount of the Federal assistance provided is made to the Federal Government, except to the extent that FTA determines otherwise in writing.

#### Section 6. Approved Project Budget.

Except to the extent that FTA determines otherwise in writing, the Recipient agrees as follows: The Recipient will prepare a Project budget which, upon approval by FTA, is designated the "Approved Project Budget." The Recipient will incur obligations and make disbursements of Project funds only as authorized by the latest Approved Project Budget, which will be incorporated by reference and made part of the underlying Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that an amendment to the Approved Project Budget requires the issuance of a formal amendment to the underlying Grant Agreement or Cooperative Agreement, except that re-allocation of funds among budget items or fiscal years that does not increase the total amount of the Federal assistance awarded for the Project may be made consistent with applicable Federal laws and regulations, in accordance with the most recent applicable Federal directives and FTA guidance. The Recipient agrees to obtain prior FTA approval before making transfers of funds not expressly authorized in FTA circulars or other directives. The Recipient also agrees to obtain prior written approval for any budget revision that would result in the need for additional Federal assistance. An award of additional Federal assistance will require a new Approved Project Budget. If the Recipient estimates that it will have unobligated funds remaining after the end of the performance period of the Project, the Recipient agrees to report this to FTA at the earliest possible time and ask for disposition instructions.

#### Section 7. Accounting Records.

In compliance with applicable Federal laws and regulations, in accordance with applicable Federal directives, and except to the extent that FTA determines otherwise in writing, the Recipient agrees as follows:

a. Project Accounts. The Recipient agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The Recipient also agrees to maintain all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents related in whole or in part to the Project so that they may be clearly identified, readily accessible, and available to

FTA upon request and, to the extent feasible, kept separate from documents not related to the Project.

b. Funds Received or Made Available for the Project. The Recipient agrees to deposit in a financial institution all advance Project payments it receives from the Federal Government and to record in the Project Account all amounts provided by the Federal Government for the Project and all other funds provided for, accruing to, or otherwise received on account of the Project (Project funds) in compliance with Federal laws and regulations and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing. FTA encourages the use of financial institutions owned at least fifty (50) percent by minority group members.

c. Documentation of Project Costs and Program Income. Except to the extent that FTA determines otherwise in writing, the Recipient agrees to support all costs charged to the Project, including any approved services or property contributed by the Recipient or others, with properly executed payrolls, time records, invoices, contracts, vouchers, or other appropriate records, describing in detail the nature and propriety of the charges, including adequate records to support the costs the Recipient has incurred underlying any payment FTA has agreed to participate in based on a "payable" milestone. The Recipient also agrees to maintain accurate records of all program income derived from Project implementation, except certain income FTA determines to be exempt from Federal program income requirements.

d. Checks, Orders, and Vouchers. The Recipient agrees that it will not draw checks, drafts, or orders for property or services to be charged against the Project Account until it has received and filed a properly signed voucher or other appropriate record describing in proper detail the purpose for the expenditure.

#### Section 8. Reporting, Record Retention, and Access.

a. Types of Reports. Except when directed to submit reports to another destination, the Recipient agrees to submit to FTA all reports required by Federal laws and regulations, in accordance with Federal directives, the Grant Agreement or Cooperative Agreement for the Project, this Master Agreement, and any other reports FTA may specify, except to the extent that FTA determines otherwise in writing.

b. U.S. Office of Management and Budget (U.S. OMB) Special Reporting Provisions. In compliance with the Federal Funding Accountability and Transparency Act of 2006, as amended by the section 6202 of the Department of Defense Appropriations Act for Fiscal Year 2008, Public Law 110-252, June 30, 2008, and further amended by section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009, Pub. L. 110-417, U.S. OMB has issued regulatory guidance in Title 2, Code of Federal Regulations, instructing Federal agencies to include special "award terms" in their Federal assistance awards as follows:

(1) Universal Identifier and Central Contractor Registration. In compliance with U.S. OMB guidance, "Universal Identifier and Central Contractor Registration," 2-C.F.R. Part 25, [75 Fed.

Reg. 55675, September 14, 2010], FTA is including the following award term in this Master Agreement excerpted from "Appendix A" of that guidance:

(a) Requirement for Central Contractor Registration (CCR). Unless exempted from the Central Contractor Registration Requirement (CCR) as provided by 2 C.F.R. § 25.110, the Recipient agrees to maintain the currency of its information in the CCR until it submits its final financial report required under the Grant Agreement or Cooperative Agreement for the Project or receives the final payment under the Project, whichever is later. The Recipient understands and agrees that it must review and update its information in the CCR at least annually after the initial registration, and more frequently if required by changes in its information or another provision of a Federal or federally assisted agreement, law, regulation, or regulatory guidance that U.S. OMB might issue.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers. The Recipient agrees that if it is authorized to make subawards under this award, the Recipient:

1 Must notify potential subrecipients that no entity (see definition in Paragraph 8.c(3)(c)3 of this Master Agreement) may receive a subaward under the Grant Agreement or Cooperative Agreement for the Project unless the entity has provided its DUNS number to the Recipient of that Grant Agreement or Cooperative Agreement for the Project.

2 Make no subaward to an entity unless the entity has provided its DUNS number to the Recipient of that Grant Agreement or Cooperative Agreement for the Project.

(c) Definitions. For purposes of the provisions of Subsection 8.b(1) of this Master Agreement, the Recipient agrees that the following definitions apply:

1 Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2 Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3 Entity, as it is used in this Subsection 8.b(1) of this Master Agreement, means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:

a A Governmental organization that is a State, local government, or Indian Tribe;

b A foreign public entity;

c A domestic or foreign nonprofit organization;

- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward, as it is used in this Paragraph 8.b(1) of the Master Agreement:

a. Means a legal instrument to provide support for the performance of any portion of the substantive Project or Program for which the Recipient received Federal assistance under the Grant Agreement or Cooperative Agreement for the Project and that the Recipient awards to an eligible subrecipient.

b. ~~Does not include the Recipient's procurement of property and services the Recipient has needed to carry out the Project or Program (for further explanation, see Subpart B, Sec. 210 of U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").~~

c. May be provided through any legal agreement, including an agreement that the Recipient considers a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from the Recipient under the Grant Agreement or Cooperative Agreement for the Project; and

b. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

(2) Reporting Subawards and Executive Compensation. In compliance with U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010], FTA is including the following award term in this Master Agreement excerpted from "Appendix A" of that guidance:

(a) Reporting of first-tier subawards.

1. Applicability. Unless it is exempt as provided in Subparagraph 8.b(2)(d) of this Master Agreement, the Recipient agrees to report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in Subparagraph 8.b(2)(e) of this Master Agreement).

2. Where and when to report.

a. The Recipient agrees to report each obligating action described in Subparagraph 8.b(2)(a) of this Master Agreement to <http://www.fsrs.gov>.

b For subaward information, the Recipient agrees to report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3 What to report. The Recipient agrees to report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

(b) Reporting Total Compensation of Recipient Executives.

1 Applicability and what to report. The Recipient agrees to report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:

a The total Federal funding authorized to date under this award is \$25,000 or more;

b In the preceding fiscal year, the Recipient received:

i. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

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

2 Where and when to report. The Recipient agrees to report executive total compensation described in Subparagraph 8.b(2)(b) of this Master Agreement:

a As part of the Recipient's registration profile at <http://www.ccr.gov>.

b By the end of the month following the month in which this award is made, and annually thereafter.

(c) Reporting of Total Compensation of Subrecipient Executives.

213

1 Applicability and what to report. Unless it is exempt as provided in Subparagraph 8.b(2)(d) of this Master Agreement, for each first-tier subrecipient under this award, the Recipient agrees to report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

a In the subrecipient's preceding fiscal year, the subrecipient received:

i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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

2 Where and when to report. The Recipient agrees to report subrecipient executive total compensation described in Subparagraph 8.b(2)(c) of this Master Agreement:

a To the Recipient and elsewhere as may be determined by the Government.

b 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 of the subrecipient by November 30 of that year.

(d) Exemptions. If, in the previous tax year, any Recipient had gross income, from all sources, under \$300,000, that Recipient is exempt from the requirements to report:

1 Subawards, and

2 The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this Paragraph 8(b)(2) of the Master Agreement:

1 Entity means all of the following, as defined in 2 C.F.R. Part 25:

a A Governmental organization, which is a State, local government, or Indian tribe;

- b A foreign public entity;
- c A domestic or foreign nonprofit organization;
- d A domestic or foreign for-profit organization;
- e A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2 Executive means officers, managing partners, or any other employees in management positions.

3 Subaward:

a This term means a legal instrument to provide support for the performance of any portion of the substantive Project or Program for which the Recipient received Federal funds under this Grant Agreement or Cooperative Agreement and that the Recipient awards to an eligible subrecipient.

b The term does not include procurement of property and services needed to carry out the Project or Program (for further explanation, see Subpart B, Sec. \_\_.210 of U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

4 Subrecipient means an entity that:

- a Receives a subaward from the Recipient under this award; and
- b Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

5 Total compensation means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(e)(2)):

- a Salary and bonus.
- b Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.



c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, prerequisites or property) for the executive exceeds \$10,000.

(3) Other Prospective U.S. OMB Reporting Guidance. U.S. OMB has issued proposed guidance, "Recipient Integrity and Performance Matters," to be published at 2 C.F.R. Part 35, containing a mandatory "award term" that, if unchanged, would affect the Recipient when U.S. OMB issues final guidance.

c. Report Formats. The Recipient agrees that all reports and other documents or information intended for public availability developed in the course of the Project and required to be submitted to FTA must be prepared and submitted in electronic or typewritten hard copy formats, or both, as FTA may specify. Electronic submissions must comply with the Federal electronic accessibility provisions of Paragraph 12.g(9) and Subsection 15.u of this Master Agreement. FTA also reserves the right to specify that records be submitted in other formats.

d. Record Retention. During the course of the Project and for three years thereafter from the date of transmission of the final expenditure report, the Recipient agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.

e. Access to Records of Recipients and Subrecipients. The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g).

f. Project Closeout. The Recipient agrees that Project closeout does not alter the reporting and record retention requirements of this Section 8 of the Master Agreement.

#### Section 9. Payments.

The Recipient agrees that it will not seek payment from FTA for Project costs until it has executed the Grant Agreement or Cooperative Agreement for the Project.

a. Recipient's Request for Payment. In obtaining a payment from FTA for Project expenses, except to the extent that FTA determines otherwise in writing, the Recipient agrees to:

(1) Demonstrate or certify that it will provide adequate local funds that, when combined with Federal payments, will cover all costs to be incurred for the Project. Except to the extent that the Federal Government determines in writing that the Recipient may defer its local share for the Project, a Recipient required by Federal law, regulation, the Grant Agreement or the Cooperative Agreement to provide a local share for the Project agrees that it will not:

(a) Request or obtain Federal funds exceeding the amount justified by the local share it has provided, or

(b) Take any action that would cause the proportion of Federal assistance made available to the Project at any time to exceed the percentage authorized by the Grant Agreement or Cooperative Agreement for the Project,

(2) Submit to FTA all financial and progress reports required to date by the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement, and

(3) Identify the source(s) of Federal assistance provided for the Project from which the payment is to be derived.

b. Payment by FTA. Except to the extent FTA determines otherwise in writing, the Recipient agrees that FTA will make all payments of Federal assistance through the Automated Clearing House (ACH) method of payment regardless of the amount involved, but not before the Recipient has executed the Grant Agreement or Cooperative Agreement for the Project, in accordance with the following provisions:

(1) Electronic Clearing House Operation Payments. If payment is made for Project costs through the FTA Electronic Clearinghouse Operation (ECHO) using an ECHO Control Number, the Recipient agrees to comply with FTA's ECHO requirements that implement U.S. Department of Treasury (U.S. Treasury) Circular 1075, Part 205, "Withdrawal of Cash from the Treasury for Advances Under Federal Grants and Other Programs," Treasury Financial Manual, Vol. 1, Part 6, Chapter 2000; with the ECHO System Operations Manual, "Guidelines for Disbursements;" and with the provisions of this Paragraph 9.b(1) of this Master Agreement. The Recipient also agrees that if it fails to comply with the following provisions of this Paragraph 9.b(1), the Federal Government may revoke the unexpended portion of Federal assistance awarded for the Project.

(a) The Recipient agrees to withdraw cash only when it is actually needed for immediate disbursement required for Project purposes. Except to the extent permitted otherwise or otherwise required by Federal law, regulation, or agreement with the Federal Government, the Recipient agrees to expend all Federal assistance obtained through the Grant Agreement or Cooperative Agreement for Project purposes no later than three (3) days after receiving that Federal assistance. If the Recipient fails to expend that Federal assistance within three (3) days of receipt, fails to return withdrawn but unexpended Federal assistance to FTA within a

reasonable period, or fails to establish procedures to minimize the time elapsing between cash advances and the disbursement, the Federal Government may revoke or temporarily suspend the Recipient's ECHO Control Number and the Recipient's access to the ECHO System. In addition, the Recipient agrees that if it fails to comply with these provisions, it may be subjected to other remedies or penalties authorized by Federal law or regulation.

(b) The Recipient agrees to report its cash disbursements and balances promptly in compliance with applicable Federal laws and regulations, and follow applicable Federal directives, unless FTA determines otherwise in writing.

(c) The Recipient agrees to provide for control and accountability for all Federal assistance for the Project consistent with Federal requirements and procedures for use of the ECHO system.

(d) The Recipient agrees that it will not withdraw Federal assistance for a Project in an amount exceeding the sum obligated by the Federal Government or the current available balance for that Project.

(e) The Recipient agrees to withdraw Federal assistance only for payment of eligible Project costs.

(f) The Recipient agrees that it will not withdraw Federal assistance until it is needed for disbursement for Project expenses.

(g) The Recipient agrees to notify the appropriate Regional or Program Office when a single withdrawal will exceed \$50,000,000 at least three days before the withdrawal is anticipated.

(h) The Recipient agrees to remit interest to the Federal Government on any Federal assistance it has withdrawn prematurely, irrespective of whether that Federal assistance has been deposited in an interest-bearing account. The Recipient agrees that the amount of interest due the Federal Government depends on whether the Recipient is a State or State instrumentality.

1. A Recipient that is a State or State instrumentality agrees to remit to the Federal Government interest as calculated in accordance with U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers," 31 C.F.R. Part 205, which implements section 5(b) of the Cash Management Improvement Act of 1990, as amended, 31 U.S.C. § 6503(b).

2. A Recipient that is neither a State nor a State instrumentality agrees to remit to the Federal Government prejudgment common law interest, as authorized by joint U.S. Treasury and U.S. Department of Justice (joint U.S. Treasury/U.S. DOJ) regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(i). The amount of interest due may be determined by the Federal Government, and in its discretion may be in an amount equal to the amount of interest the Recipient can document that it has earned on its premature drawdowns of Federal assistance funds, or in an amount as calculated in accordance with the "Treasury tax and

loan account" rate prescribed by 31 U.S.C. § 3717 for debts owed to the United States, or in an amount as otherwise determined by FTA.

(2) Requisition. If the requisition method of payment is used, the Recipient agrees as follows:

(a) Recipient Responsibilities. The Recipient agrees to complete and submit:

1 "Payment Information Form -- Echo-ACH Payment System, Revised 10/92," to FTA's Accounting Division.

2 Standard Form 270, "Request for Advance or Reimbursement," to the designated FTA office.

(b) FTA Responsibilities. Upon receiving a request for payment and adequate supporting information, FTA will approve payment by direct deposit, provided that the Recipient has complied with the requirements of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement, has satisfied FTA that the Federal assistance requested is needed for Project purposes in that requisition period, and is making adequate progress toward Project completion. After the Recipient has demonstrated satisfactory compliance with the preceding requirements, FTA may reimburse the Recipient's apparent allowable costs incurred (or to be incurred in the requisition period), as set forth in the Approved Project Budget for the Project, but not to exceed the maximum amount of Federal assistance that may be paid through the Federal fiscal year of that requisition.

c. Costs Reimbursed. The Recipient agrees that the Project costs eligible for Federal participation must comply with all the following requirements. Except to the extent that FTA determines otherwise in writing, Project costs must be:

(1) Consistent with the Project Description, the Approved Project Budget, and other provisions of the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement,

(2) Necessary in order to accomplish the Project,

(3) Reasonable for the goods or services purchased,

(4) Actual net costs to the Recipient (*i.e.*, the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred, excluding program income),

(5) Incurred for work performed after the Effective Date of the Grant Agreement or Cooperative Agreement for the Project, except to the extent that the Federal Government determines otherwise in writing,

(6) Satisfactorily documented,

(7) Treated consistently in accordance with accounting principles and procedures approved by the Federal Government for the Recipient, and with accounting principles and procedures approved by the Recipient for its subrecipients, lessees, third party contractors, and other participants in the Project.

(8) Eligible for Federal participation under Federal law and regulations and in accordance with applicable Federal directives, and

(9) In compliance with U.S. DOT regulations pertaining to allowable costs at 49 C.F.R. § 18.22(b) or 49 C.F.R. § 19.27, which regulations specify the applicability of U.S. OMB circulars and Federal Acquisition Regulation (FAR) provisions as follows:

(a) U.S. OMB guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 C.F.R. Part 225, applies to Project costs incurred by a Recipient that is a State, local government, or Indian tribal government.

(b) U.S. OMB guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)," 2 C.F.R. Part 220, applies to Project costs incurred by a Recipient that is an institution of higher education.

(c) U.S. OMB guidance for Grants and Agreements, "Cost Principles for Non-profit Organizations (OMB Circular A-122)," 2 C.F.R. Part 230, applies to Project costs incurred by a Recipient that is a private nonprofit organization.

(d) FAR, at 48 C.F.R. Chapter 1, Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Recipient that is a for-profit organization.

d. Bond Interest and Other Financing Costs. To the extent permitted by Federal laws or regulations, and in accordance with applicable Federal directives, bond interest and other financing costs are allowable. The Recipient agrees that FTA's participation in Project interest costs will be limited to an amount that does not exceed the most favorable financing terms reasonably available for the Project at the time of borrowing, except to the extent FTA determines otherwise in writing.

e. Excluded Costs. The Recipient understands and agrees that, except to the extent FTA determines otherwise in writing, ineligible costs attributed to the Project will be treated as follows:

(1) In determining the amount of Federal assistance FTA will provide for the Project, FTA will exclude:

(a) Any Project cost incurred by the Recipient before the Effective Date of the Grant Agreement, Cooperative Agreement or any Amendment thereto, unless otherwise permitted by Federal law, regulation, or directive, accompanied by FTA's approval in writing.

- (b) Any cost that is not included in the latest Approved Project Budget;
- (c) Any cost for Project property or services received in connection with a subagreement, lease, third party contract, or other arrangement that is required to be, but has not been, concurred in or approved in writing by FTA;
- (d) Any ordinary governmental or nonproject operating cost, consistent with the prohibitions of 49 U.S.C. § 5323(h); and
- (e) Any profit or fee sought by the Recipient for its services under the Grant Agreement or Cooperative Agreement, except to the extent FTA determines otherwise in writing.
- (f) Any cost ineligible for FTA participation as provided by applicable Federal laws or regulations, in accordance with applicable Federal directives, except to the extent the Federal Government determines otherwise in writing.

(2) The Recipient understands and agrees that payment made to the Recipient for any Project cost it has submitted does not constitute the Federal Government's final decision about whether that cost is eligible for payment under the Project, and does not constitute a waiver of any violation by the Recipient of the terms of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. The Recipient acknowledges that the Federal Government will not make a final determination about the eligibility of any cost until an audit of the Project has been completed. If the Federal Government determines that the Recipient is not entitled to receive any portion of the Federal assistance requested or paid, the Federal Government will notify the Recipient in writing, stating its reasons. The Recipient agrees that Project closeout will not alter the Recipient's responsibility to return any amounts due the Federal Government as a result of later refunds, corrections, or other similar transactions; nor will Project closeout alter the Federal Government's right to disallow costs and recover Federal assistance provided for the Project based on a later audit or other review. Unless prohibited by Federal law or regulation, the Federal Government may recover any Federal assistance as necessary to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient.

f. Program Income.

(1) State, Local, or Indian Tribal Governments. In addition to uses of program income authorized under 49 C.F.R. § 18.25, FTA reserves the right, after having entered into the Grant Agreement or Cooperative Agreement for the Project, to permit a Recipient that must comply with 49 C.F.R. Part 18 to add program income to the funds FTA and the Recipient have committed to that Grant Agreement or Cooperative Agreement, and use that program income for the purposes of and under the conditions of that Grant Agreement or Cooperative Agreement.

(2) Institutions of Higher Education, Private Non-Profit Organizations, and Private For-Profit Organizations. In addition to uses of program income permitted under 49 C.F.R. § 19.24, FTA reserves the right, after having entered into the Grant Agreement or Cooperative Agreement for the Project, to permit a Recipient that must comply with 49 C.F.R. Part 19 to add

the program income to the funds FTA and the Recipient have committed to that Grant Agreement or Cooperative Agreement, and use that program income to further eligible project or program objectives.

(3) Costs Associated With Program Income. Except to the extent FTA determines otherwise in writing, the costs incident to the earning program income may be deducted from the Recipient's gross income to determine program income, provided these costs have not been charged to the Grant Agreement or Cooperative Agreement.

g. Federal Claims, Excess Payments, Disallowed Costs, Including Interest.

(1) Recipient's Responsibility to Pay. Upon notification to the Recipient that specific amounts are owed to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Recipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges.

(2) Amount of Interest. The Recipient agrees that whether the amount due the Federal Government is treated as a Federal claim or is treated as a debt determines how interest is calculated thereon and becomes due. Thus, Recipient agrees to remit interest to the Federal Government in accordance with the following:

(a) Federal Claims or Debts Within the Purview of the Debt Collection Act. For Federal claims against the Recipient for debts of the Recipient to the Federal Government (including excess payments or disallowed costs) within the purview of the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 *et seq.*, the Recipient agrees that the amount of interest owed to the Federal Government will be determined in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(a) through (g) or common law interest authorized by 31 C.F.R. § 901.9(i), whichever is applicable.

(b) Excess Payments or Disallowed Costs. For excess payments or disallowed cost payments made by the Federal Government to the Recipient for which claims procedures have not been initiated under the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 *et seq.*, the Recipient agrees that common law interest owed the Federal Government will be determined in accordance with joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims," at 31 C.F.R. § 901.9(i), or otherwise as FTA may determine.

h. De-obligation of Federal Assistance. The Recipient agrees that the Federal Government may de-obligate unexpended Federal assistance before Project closeout.

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

a. Project Completion. Within ninety (90) calendar days following Project completion or termination by the Federal Government, the Recipient agrees to submit a final Financial Status

Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425), a certification of Project expenses, and third party audit reports, as applicable.

b. Audit of Recipients. Except to the extent the Federal Government determines otherwise in writing, the Recipient acknowledges and agrees as follows:

(1) Audit Requirements. The Recipient agrees to have financial and compliance audits performed as required by the Single Audit Act Amendments of 1996, 31 U.S.C. §§ 7501 *et seq.* As provided by 49 C.F.R. § 19.26, these financial and compliance audits must comply with the provisions of OMB Circular A-133, Revised, "Audits of States, Local Governments, and Non-Profit Organizations," the latest OMB A-133 Compliance Supplement for U.S. DOT, and any revision or supplement thereto, except to the extent FTA determines otherwise in writing. The Recipient also agrees to obtain other audits the Federal Government may require. The Recipient agrees that these audits will be conducted in accordance with U.S. Government Accountability Office, (U.S. GAO) "Government Auditing Standards." The Recipient agrees that Project closeout will not alter the Recipient's audit responsibilities.

(2) Audit Costs. Audit costs for Project administration and management are allowable to the extent authorized by U.S. OMB guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 C.F.R. Part 225, U.S. OMB guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)," 2 C.F.R. Part 220, U.S. OMB guidance for Grants and Agreements "Cost Principles for Non-profit Organizations (OMB Circular A-122), or the FAR at 48 C.F.R. Chapter I, Subpart 31.2, whichever is applicable.

c. Funds Owed to the Federal Government. The Recipient agrees to remit to the Federal Government any excess payments the Federal Government has made to the Recipient, any costs the Federal Government has disallowed, and any amounts the Recipient recovers from third parties or other sources, as well as any penalties and any interest required by Paragraph 9.g(2) of this Master Agreement.

d. Project Closeout. Project closeout occurs when FTA notifies the Recipient that FTA has closed the Project, and either forwards the final Federal assistance payment to the Recipient, or acknowledges that the Recipient has remitted the proper refund. The Recipient agrees that Project closeout by FTA does not invalidate any continuing requirements imposed by the Grant Agreement or Cooperative Agreement for the Project, this Master Agreement, or any unmet requirements set forth in the Federal Government's final notification or acknowledgment of Project Closeout.

#### Section 11. Right of the Federal Government to Terminate.

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided for the Project if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws



authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. The Recipient understands and agrees that any failure to make reasonable progress on the Project or any violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, by failing to make reasonable and appropriate use of Project property, or by failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

## Section 12. Civil Rights.

The Recipient agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination - Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and any other applicable Federal directives that may be issued.

c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, and implementing Federal regulations and any later amendments thereto. Except to the extent FTA

determines otherwise in writing, the Recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assure the compliance of each subrecipient, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*; with implementing Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by Disadvantaged Business Enterprises (DBEs) in the Project and assures that each subrecipient, lessee, third party contractor, or other participant at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable as follows:

(1) The Recipient agrees and assures that it shall comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any subagreement, lease, third party contract, or other arrangement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and shall comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps as set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all subagreements, leases, third party contracts, and other arrangements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26, the Recipient's DBE program approved by U.S. DOT, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that it has a legal obligation to implement its approved DBE program, and that its failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and this

Master Agreement. Upon notification by U.S. DOT to the Recipient of the Recipient's failure to implement its approved DBE program, U.S. DOT may impose the sanctions as set forth in 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter to the appropriate Federal authorities for enforcement under 18 U.S.C. § 1001, or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*, or both.

c. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of:

(1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.

(2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with 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; with 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; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations; and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

i. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and follow applicable provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 *Fed. Reg.* 74087, December 14, 2005, except to the extent that FTA determines otherwise in writing.

j. Environmental Justice. The Recipient agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 *Fed. Reg.* 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

#### ~~Section 13. Planning and Private Enterprise.~~

a. General. The Recipient agrees to implement the Project consistent with the plans developed in accordance with the following Federal planning and private enterprise provisions:

(1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);

(2) Joint FHWA/FTA regulations, "Statewide Transportation Planning; Metropolitan Transportation Planning," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and any amendments thereto; and

(3) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws and, when promulgated, any amendments thereto, and the latest FTA "Guidance on New Starts/Small Starts Policies and Procedures."

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning described in Subsection 13.a of this Master Agreement, to the extent feasible, the Recipient agrees to comply with 49 U.S.C. § 5323(k), which affords governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Recipient agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

#### Section 14. Preference for United States Products and Services.

To the extent applicable, the Recipient agrees to comply with the following U.S. domestic preference requirements:

- a. Buy America. The Recipient agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments thereto.
- b. Cargo Preference - Use of United States-Flag Vessels. To the extent applicable, the Recipient agrees to comply with 46 U.S.C. § 55305 and U.S. Maritime Administration regulations, "Cargo Preference - U.S.-Flag Vessels," 46 C.F.R. Part 381.
- c. Fly America. The Recipient agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent such service is available, in compliance with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

#### Section 15. Procurement.

To the extent applicable, the Recipient agrees to comply with the following third party procurement provisions:

- a. Federal Standards. The Recipient agrees to comply with applicable third party procurement requirements of 49 U.S.C. chapter 53 and Federal laws in effect now or subsequently enacted; with applicable U.S. DOT third party procurement regulations at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48, and with other applicable Federal regulations pertaining to third party procurements and later amendments thereto. The Recipient also agrees to follow the provisions of the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," except to the extent FTA determines otherwise in writing. The Recipient agrees that it may not use FTA assistance to support its third party procurements unless its compliance with Federal laws and regulations is satisfactory. Although the FTA "Best Practices Procurement Manual" provides additional third party contracting information, the Recipient understands and agrees that the FTA "Best Practices Procurement Manual" may omit certain Federal requirements applicable to specific third party contracts.
- b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Recipient agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by FTA.
- c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not expending or otherwise using any Federal assistance FTA has made available for the Project to support a procurement using exclusionary or discriminatory specifications.
- d. Geographic Restrictions. The Recipient agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as

permitted by FTA. For example, in procuring architectural engineering, or related services, the contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. In-State Bus Dealer Restrictions. In accordance with 49 U.S.C. § 5325(i), the Recipient agrees that any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles financed with Federal assistance authorized under 49 U.S.C. chapter 53.

f. Neutrality in Labor Relations. Executive Order No. 13502, "Use of Project Labor Agreements [PLA] for Federal Construction Projects," February 6, 2009, 41 U.S.C. § 251 note, has rescinded Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," February 17, 2001, as amended by Executive Order No. 13208, April 6, 2001, 41 U.S.C. § 251 note. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.

g. Federal Supply Schedules. A Recipient that is a State, local government, or nonprofit entity may not use Federal Supply Schedules to acquire federally assisted property or services, except to the extent permitted by U.S. GSA, U.S. DOT, or FTA, or otherwise permitted by other Federal laws or regulations and in accordance with applicable Federal directives or determinations.

h. Force Account. The Recipient agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

i. 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 Project administration.

j. Project Approval/Third Party Contract Approval. Except to the extent FTA determines otherwise in writing, the Recipient agrees that FTA's award of Federal assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

k. Preference for Recycled Products. To the extent applicable, the Recipient agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Recipient agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

l. Clean Air and Clean Water. The Recipient agrees to include in each subagreement, lease, third party contract, or other arrangement exceeding \$100,000, adequate provisions to ensure that each Project participant will agree to:

(1) Report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities,"

(2) Refrain from using any violating facilities,

(3) Report violations to FTA and the Regional U.S. EPA Office, and

(4) Comply with the inspection and other applicable requirements of:

(a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

m. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Recipient agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

n. Rolling Stock. In acquiring rolling stock, the Recipient agrees as follows:

(1) Method of Acquisition. In compliance with 49 U.S.C. § 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

(2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. chapter 53 may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.

(3) Preaward and Post Delivery Requirements. The Recipient agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and any amendments thereto.

(4) Bus Testing. To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

o. Bonding. Except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the following bonding provisions, as applicable:



(1) Construction Activities. The Recipient agrees to provide bid guarantee, contract performance, and payment bonds as provided by Federal regulations and to the extent determined adequate by FTA in writing, and follow any other construction bonding provisions in FTA directives, except to the extent that FTA determines otherwise in writing.

(2) Activities Not Involving Construction. The Recipient agrees to follow FTA guidance on bonding restrictions for projects not involving construction, except to the extent that FTA determines otherwise in writing.

p. Architectural Engineering or Related Services. In accordance with 49 U.S.C. § 5325(b), the Recipient agrees to comply with the following requirements pertaining to the procurement of architectural engineering or related services that will be financed with Federal assistance authorized under 49 U.S.C. chapter 53 or other Federal assistance required by Federal law to be administered in accordance with 49 U.S.C. chapter 53:

(1) When procuring architectural engineering, or related services, the Recipient agrees that it and its subcontractors at any tier will:

(a) Negotiate for architectural engineering or related services in the same manner as a contract for architectural engineering or related services is negotiated under chapter 11 of Title 40, United States Code, or

(b) Comply with an equivalent State qualifications-based requirement for contracting for architectural engineering or related services, provided the State has adopted by law such requirement before August 10, 2005.

(2) Upon awarding a contract for architectural engineering or related services, the Recipient agrees that it and its subcontractors at any tier will:

(a) Perform and audit the third party contract or the third party subcontract in compliance with the cost principles of the FAR as set forth in 48 C.F.R. Part 31;

(b) Accept the indirect cost rates established by a cognizant Federal or State government agency in accordance with the FAR for one-year applicable accounting periods, if those rates are not currently under dispute.

(c) Apply the firm's indirect cost rates for purposes of contract estimation, negotiation, administration, reporting, and payment, without limitation by administrative or de facto ceilings, after the firm's indirect cost rates are accepted as provided above.

(d) In compliance with 49 U.S.C. § 5325(b)(2)(D), the Recipient agrees and assures that it and the members of any group of entities sharing cost or rate data described in Subparagraph 15.p(2)(c) of this Master Agreement shall:

1. Notify any affected firm before requesting or using that data,

2 Maintain the confidentiality of that data, and assure that it is not accessible or provided to others, and

3 Not disclose that data under any circumstances if doing so is prohibited by 49 U.S.C. § 5325(b) or other law.

q. Design-Build Projects. In accordance with 49 U.S.C. § 5325(d)(2), the Recipient may use design-build procurements to implement its Projects after it has complied with all applicable requirements established by the Federal Government, whether through Federal laws or regulations and in accordance with applicable Federal directives, except to the extent the Federal Government determines otherwise in writing.

r. Award to Other than the Lowest Bidder. In accordance with 49 U.S.C. § 5325(c), a Recipient may award a third party contract to other than the lowest bidder, if the award furthers an objective (for example, improved long-term operating efficiency and lower long-term costs) that is consistent with the purposes of 49 U.S.C. chapter 53, and any implementing Federal regulations or directives that FTA may issue, except to the extent FTA determines otherwise in writing.

s. Award to Responsible Contractors. In compliance with 49 U.S.C. § 5325(j), the Recipient agrees to award third party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third party contract, the Recipient agrees to consider:

- (1) The third party contractor's integrity,
- (2) The third party contractor's compliance with public policy,
- (3) The third party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any, and
- (4) The third party contractor's financial and technical resources.

t. Access to Third Party Contract Records. The Recipient agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors at each tier to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records as required by 49 U.S.C. § 5325(g). The Recipient further agrees to require, and assures that its subrecipients require, their third party contractors and third party subcontractors, at each tier, to provide sufficient access to third party procurement records as needed for compliance with Federal laws and regulations or to assure proper Project management as determined by FTA.

u. Electronic and Information Technology. When using Federal assistance to procure reports or information for distribution to FTA, among others, the Recipient agrees to include in its specifications a requirement that the reports or information will be prepared using electronic or information technology capable of assuring that, when provided to FTA, the reports or

information will meet the applicable accessibility standards 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 C.F.R. Part 1194.

#### Section 16. Leases.

- a. Capital Leases. To the extent applicable, the Recipient agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.
- b. Leases Involving Certificates of Participation. The Recipient agrees to obtain FTA concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

#### Section 17. Patent Rights.

- a. General. If any invention, improvement, or discovery of the Recipient or of any subrecipient, lessee, third party contractor, or other participant at any tier of the Project is conceived or first actually reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FTA immediately and provide a detailed report in a format satisfactory to FTA.
- b. Federal Rights. The Recipient agrees that its rights and responsibilities, and those of each subrecipient, lessee, third party contractor, or other participant at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Absent a determination in writing to the contrary by the Federal Government, the Recipient agrees to transmit to FTA those rights due the Federal Government in any invention, improvement, or discovery resulting from that subagreement, third party contract, third party subcontract, or arrangement, 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 C.F.R. Part 401, irrespective of the status of the Recipient, subrecipient, lessee, third party contractor or other participant in the Project (*i.e.*, a large business, small business, State government, State instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual).
- c. License Fees and Royalties. FTA considers income earned from license fees and royalties for patents, patent applications, and inventions produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

Section 18. Rights in Data and Copyrights.

a. Definition. The term "subject data," as used in this Section 18 of this Master Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Grant Agreement or Cooperative Agreement for the Project. Examples 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. "Subject data" do not include financial reports, cost analyses, or other similar information used for Project administration.

b. General. The following restrictions apply to all subject data first produced in the performance of the Grant Agreement or Cooperative Agreement for the Project:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the prior written consent of the Federal Government, unless the Federal Government has previously released or approved the release of such data to the public.

(2) The restrictions on publication of Paragraph 18.b(1) of this Master Agreement, however, do not apply to a Grant Agreement or Cooperative Agreement with an institution of higher learning.

c. Federal Rights in Data and Copyrights. The Recipient agrees to provide to the Federal Government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes the subject data described in this Subsection 18.c of this Master Agreement. As used herein, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not provide or otherwise extend to other parties the Federal Government's license to:

(1) Any subject data developed under the Grant Agreement or Cooperative Agreement for the Project, or under a subagreement, lease, third party contract or other arrangement at any tier of the Project, supported with Federal assistance derived from the Grant Agreement or Cooperative Agreement for the Project, whether or not a copyright has been obtained; and

(2) Any rights of copyright to which a Recipient, subrecipient, lessee, third party contractor, or other participant at any tier of the Project purchases ownership using Federal assistance.

d. Special Federal Rights in Data for Research, Development, Demonstration, and Special Studies Projects. In general, FTA's purpose in providing Federal assistance for a research, development, demonstration, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to Project participants. Therefore, when the Project is completed, the Recipient agrees to provide a Project report that FTA may publish or make available for publication on the Internet. In addition, the Recipient agrees to provide other reports pertaining to the Project that FTA may request. The Recipient agrees to identify clearly any specific confidential, privileged, or proprietary information it submits to FTA. In addition,

except to the extent that FTA determines otherwise in writing, the Recipient of Federal assistance to support a research, development, demonstration, or a special studies Project agrees that, in addition to the rights in data and copyrights that it must provide to the Federal Government as set forth in Subsection 18.c of this Master Agreement, FTA may make available to any FTA recipient, subrecipient, third party contractor, third party subcontractor or other participant at any tier of the Project, either FTA's license in the copyright to the subject data or a copy of the subject data. If the Project is not completed for any reason whatsoever, all data developed under the Project shall become subject data as defined in Subsection 18.a of this Master Agreement and shall be delivered as the Federal Government may direct. This Subsection 18.d, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use when the costs thereof are financed with Federal assistance through an FTA capital program.

c. License Fees and Royalties. FTA considers income earned from license fees and royalties for copyrighted material, or trademarks produced under the Project to be program income. Except to the extent FTA determines otherwise in writing, as provided in 49 C.F.R. Parts 18 and 19, the Recipient has no obligation to the Federal Government with respect to that program income, apart from compliance with 35 U.S.C. §§ 200 *et seq.*, which applies to patent rights developed under a research project.

f. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA determines otherwise in writing, upon request by the Federal Government, the Recipient agrees to indemnify, save, and hold harmless the Federal Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Recipient shall not be required to indemnify the Federal Government for any such liability caused by the wrongful acts of Federal employees or agents.

g. Restrictions on Access to Patent Rights. Nothing in Section 18 of this Master Agreement pertaining to rights in data shall either imply a license to the Federal Government under any patent or 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 Funding or Support. In connection with the Project, the Recipient may find it necessary to provide data to FTA developed without any Federal funding or support by the Federal Government. The requirements of Subsections 18.b, 18.c, and 18.d of this Master Agreement do not apply to data developed without Federal funding or support by the Federal Government, even though that data may have been used in connection with the Project. Nevertheless, the Recipient understands and agrees that the Federal Government will not be able to protect data from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential."

i. Requirements to Release Data: To the extent required by U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education,

Hospitals, and Other Non-Profit Organizations," at 49 C.F.R. § 19.36(d), or other applicable Federal laws or Federal regulations, the Recipient understands and agrees that the data and information it submits to the Federal Government may be required to be released in accordance with the Freedom of Information Act (or another Federal law or Federal regulation providing access to such records).

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

The Recipient understands and agrees that the Federal Government retains a Federal interest in any real property, equipment, and supplies financed with Federal assistance (Project property) until, and to the extent, that the Federal Government relinquishes its Federal interest in that Project property. With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the following provisions of this Master Agreement, except to the extent FTA determines otherwise in writing:

a. Use of Project Property. The Recipient agrees to maintain continuing control of the use of Project property to the extent satisfactory to FTA. The Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the Project's award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Recipient further agrees to notify FTA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. General. A Recipient that is a State, local government, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and follow applicable Federal directives, except to the extent that FTA determines otherwise in writing. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and follow applicable Federal directives, except to the extent that FTA determines otherwise in writing. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FTA. The Recipient also agrees to comply with FTA's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in this Section 19.g of this Master Agreement.

c. Maintenance. The Recipient agrees to maintain its Project property in good operating order, in compliance with any applicable Federal laws and regulations, and in accordance with applicable Federal directives, except to the extent that FTA determines otherwise in writing.

d. Records. The Recipient agrees to keep satisfactory records pertaining to the use of the Project property, and submit to FTA upon request such information as may be required to assure compliance with this Section 19 of this Master Agreement.

e. Incidental Use. The Recipient agrees that:

(1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal laws or regulations and in accordance with applicable Federal directives.

(2) Alternative Fueling Facilities. In accordance with 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by nontransit public entities and private entities will be permitted, only if:

(a) The incidental use does not interfere with the Recipient's Project or public transportation operations;

(b) The Recipient fully recaptures all costs related to the incidental use from the nontransit public entity or private entity;

(c) The Recipient uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and

(d) Private entities pay all applicable excise taxes on fuel.

f. Encumbrance of Project Property. Unless FTA approves otherwise in writing, the Recipient agrees to maintain satisfactory continuing control of its Project property as follows:

(1) Written Transactions. Absent the express consent of the Federal Government, the Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in its Project property;

(2) Oral Transactions. Absent the express consent of the Federal Government in writing, the Recipient agrees that it will not obligate itself to any third party with respect to its Project property in any way that would adversely affect the continuing Federal interest in that property.

(3) Other Actions. The Recipient agrees that it will not take any action that would either adversely affect the Federal interest or impair its continuing control of use of its Project property.

g. Transfer of Project Property. The Recipient understands and agrees as follows:

(1) Recipient Request. The Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a local governmental authority to be

used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) through 5334(h)(3).

(2) Federal Government Direction. The Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to, transfer title to any Project property financed with Federal assistance for the underlying Grant Agreement or Cooperative Agreement.

(3) Leasing Project Property to Another Party. Unless FTA has determined or determines otherwise in writing, if the Recipient leases any Project property to another party, the Recipient agrees to retain ownership of the leased Project property, and assures that the lessee will use the Project property appropriately, either through a written lease between the Recipient and the lessee, or another similar document. Upon request by FTA, the Recipient agrees to provide a copy of any relevant documents.

h. Disposition of Project Property. With prior FTA approval, the Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Recipient also agrees that FTA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

(1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Recipient agrees to comply with FTA's disposition requirements.

(2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

(a) Notification Requirement. The Recipient agrees to notify FTA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

(b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined on the basis of the ratio of the Federal assistance made available for the property to the actual cost of the property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from Project use will be calculated as follows:

1. Equipment and Supplies. Unless otherwise determined in writing by FTA, the Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation, based on the useful life of the equipment or supplies as established or approved by FTA. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the



equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. As authorized by 49 C.F.R. § 18.32(b), a State may use its own property disposition procedures, provided that those procedures comply with the laws of that State.

2 Real Property. The Recipient agrees that the fair market value of real property financed under the Project shall be determined by FTA on the basis of competent appraisal based on an appropriate date approved by FTA, as provided by 49 C.F.R. Part 24, or by straight line depreciation of improvements to the real property coupled with the value of the land as determined by FTA on the basis of appraisal, or by other applicable Federal law or regulations.

3 Exceptional Circumstances. The Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property ~~withdrawn from service. In unusual circumstances, the Recipient may request that another~~ reasonable method be used, including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Recipient concerning Project property no longer used for appropriate purposes.

(c) Financial Obligations to the Federal Government. Unless otherwise approved in writing by the Federal Government, the Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

1 Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the property that has been prematurely withdrawn from use; or

2 Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds. If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation - Hazardous Materials. The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. 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 to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities After Project Closeout. The Recipient agrees that Project closeout will not change the Recipient's Project property management responsibilities as stated in Section 19 of this Master Agreement, and as may be set forth in Federal laws, regulations, and directives effective at a later date, except to the extent the Federal Government determines otherwise in writing.

#### Section 20. Insurance.

In addition to other insurance requirements that may apply, the Recipient agrees as follows:

a. Minimum Requirements. At a minimum, the Recipient agrees to comply with the insurance requirements normally imposed on the Recipient by its State and local laws, regulations, and ordinances, except to the extent that the Federal Government determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Recipient agrees to comply with the flood insurance purchase provisions of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

#### Section 21. Relocation.

When relocation of individuals or businesses is required, the Recipient agrees as follows:

a. Relocation Protections. The Recipient agrees to comply with 49 U.S.C. § 5324(a), 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 implementing U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced as a result of a Federal or federally assisted program. These requirements apply to relocation in connection with all interests in real property acquired for Project purposes irrespective of Federal participation in the costs of that real property.

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required to comply with Federal relocation requirements for individuals, the Recipient agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 *et seq.*, and follow Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note, except to the extent the Federal Government determines otherwise in writing.

c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with the Project, the Recipient agrees that it will not use lead-based paint, consistent with the prohibitions of section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and implementing U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning Prevention in Certain Residential Structures," 24 C.F.R. Part 35.

## Section 22. Real Property.

For real property acquired with Federal assistance, the Recipient agrees as follows:

a. Land Acquisition. The Recipient agrees to comply with 49 U.S.C. § 5324(a), 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 implementing U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons whose property is acquired as a result of a Federal or federally assisted program. These requirements apply to all interests in real property acquired for Project purposes irrespective of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Recipient agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA, the Recipient agrees to record the Federal interest in title to real property used in connection with the Project.

d. FTA Approval of Changes in Real Property Ownership. The Recipient agrees that it will not dispose of, modify the use of, or change the terms of the real property title or any other interest in the site and facilities used in the Project without permission and instructions from FTA.

## Section 23. Construction.

Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees as follows:

a. Drafting, Review, and Approval of Construction Plans and Specifications. The Recipient agrees to comply with FTA requests pertaining to the drafting, review, and approval of construction plans and specifications.

b. Supervision of Construction. The Recipient agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.

- c. Construction Reports. The Recipient agrees to provide progress reports and other data and information that may be required by FTA or the State in which the construction takes place.
- d. Project Management for Major Capital Projects. To the extent applicable, the Recipient agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any amendments thereto, and follow the most recent edition of FTA Circular 5800.1, "Safety and Security Management Guidance for Major Capital Projects," and any later revisions thereto.
- e. Seismic Safety. The Recipient agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

#### Section 24. Employee Protections.

- a. Construction Activities. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the following Federal laws and regulations providing protections for construction employees:
- (1) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 *et seq.*, pursuant to FTA enabling legislation requiring compliance with the Davis-Bacon Act at 49 U.S.C. § 5333(a), and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;
  - (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, specifically, the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and
  - (3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. § 3145, and implementing 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 C.F.R. Part 3.
- b. Activities Not Involving Construction. The Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 *et seq.*, in

particular with the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Recipient agrees to comply with the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, to the extent that it applies to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements. If the Grant Agreement or Cooperative Agreement for the Project indicates that public transportation employee protective arrangements required by U.S. DOL apply to public transportation operations performed in connection with the Project, the Recipient agrees to comply with the following requirements:

(1) Standard Public Transportation Employee Protective Arrangements. To the extent that the Project involves public transportation operations and to the extent required by Federal law, the Recipient agrees to implement the Project in accordance with the terms and conditions that the U.S. Secretary of Labor has determined to be fair and equitable to protect the interests of any employees affected by the Project and that comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees to implement the Project in accordance with the conditions stated in that U.S. DOL certification. That certification and any documents cited therein are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The requirements of this Paragraph 24.d(1) of this Master Agreement do not apply to Projects for elderly individuals or individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3012(b) of SAFETEA-LU, Projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or Projects for the over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note. Separate requirements for those Projects are set forth in Paragraphs 24.d(2), (3), and (4), respectively, of this Master Agreement.

(2) Public Transportation Employee Protective Arrangements for the Elderly Individuals and Individuals with Disabilities Formula Program and for the Elderly Individuals and Individuals with Disabilities Formula Program Pilot Program. To the extent that the U.S. Secretary of Transportation has determined or determines in the future that employee protective arrangements required by 49 U.S.C. § 5333(b) are necessary or appropriate for a governmental authority subrecipient participating in a Project authorized by 49 U.S.C. § 5310(b)(2) or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, the Recipient agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor necessary to comply with the requirements of 49 U.S.C. § 5333(b), in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions, if any, are identified in the

U.S. DOL's certification of public transportation employee protective arrangements to FTA, the date of which appears in the Grant Agreement. The Recipient agrees to implement the Project in compliance with the conditions stated in that U.S. DOL certification, to the extent that certification is required. Any U.S. DOL certification that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(3) Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. Any U.S. DOL Special Warranty that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

(4) Employee Protective Arrangements for Projects Financed by the Over-the-Road Bus Accessibility Program. The Recipient agrees to comply with the terms and conditions of the Special Warranty for the Over-the-Road Bus Accessibility Program that is most current as of the date of execution of the Grant Agreement or Cooperative Agreement for the Project, and any alternative comparable arrangements specified by U.S. DOL for application to the Recipient's project, in accordance with U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 C.F.R. Part 215, and any revisions thereto. Any U.S. DOL Special Warranty that may be provided and any documents cited therein are incorporated by reference and made part of the Grant Agreement.

#### Section 25. Environmental Protections.

The Recipient recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Recipient also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Recipient agrees to comply, and assures the compliance of each subrecipient, lessee, third party contractor, and other participant at any tier of the Project, with any applicable Federal laws and regulations and follow applicable Federal directives in effect now or that become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Recipient. The Recipient understands and agrees that those laws and regulations, and associated Federal directives, might

not constitute the Recipient's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Recipient's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended (NEPA), 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Recipient agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and, as applicable, 23 U.S.C. § 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 *Fed. Reg.* 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. Specifically:

(1) The Recipient agrees to comply with the applicable requirements of subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c); with U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, Subpart A; and with any other applicable Federal conformity regulations that may be promulgated at a later date. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the applicable documents accompanying the approval of the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, to the extent they apply to the Project, the Recipient agrees to comply with U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and U.S. EPA regulations "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

(3) The Recipient agrees to comply with the notice of violating facility provisions of section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water

Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws and regulations and follow applicable Federal directives implementing the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

(1) The Recipient agrees to protect underground sources of drinking water in compliance with the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Recipient agrees to comply with the notice of violating facility provisions of section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Use of Certain Public Lands. The Recipient agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, unless the Federal Government makes the findings required by 49 U.S.C. § 303. The Recipient also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R.P art 774, and referenced in 49 C.F.R. Part 622.

e. Wild and Scenic Rivers. The Recipient agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system, with applicable implementing U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with applicable implementing U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.

f. Coastal Zone Management. The Recipient agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.

g. Wetlands. The Recipient agrees to facilitate compliance with the protections for wetlands addressed in Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.

h. Floodplains. The Recipient agrees to facilitate compliance with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

i. Endangered Species and Fisheries Conservation. The Recipient agrees to comply with applicable protections for endangered species of the Endangered Species Act of 1973, as



amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801-*et seq.*

j. Historic Preservation. The Recipient agrees as follows:

(1) The Recipient agrees that in implementing its Project, it will not use any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places, unless the Federal Government makes the findings required by 49 U.S.C. § 303.

(2) The Recipient agrees to encourage compliance with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(a) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Recipient agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of affected properties.

(b) The Recipient agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

k. Indian Sacred Sites. The Recipient agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians; pursuant to the American Indian Religious Freedom Act, 42 U.S.C. § 1996, in accordance with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent that the Federal Government determines otherwise in writing.

l. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Recipient agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771, 23 C.F.R. Part 774, and 49 C.F.R. Part 622. The Recipient agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303). The Recipient also agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Recipient agrees that those environmental mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient also agrees that any deferred mitigation measures will be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project as soon as agreement with the Federal Government is reached. The Recipient agrees that any mitigation measures agreed on may not be modified or withdrawn without the written approval of the Federal Government.

#### Section 26. Energy Conservation.

The Recipient agrees to comply with applicable mandatory energy standards and policies of State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. As applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, in compliance with FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

#### Section 27. State Management and Monitoring Systems.

The Recipient agrees to comply with joint FHWA/FTA regulations, "Management and Monitoring Systems," 23 C.F.R. Part 500, and FTA regulations, "Transportation Infrastructure Management," 49 C.F.R. Part 614, to the extent applicable.

#### Section 28. Charter Service Operations.

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142, will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. The Charter Service Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the Charter Service Agreement in its latest annual Certifications and Assurances to FTA and does conduct charter service operations prohibited by FTA's Charter Service regulations, the Recipient understands and agrees that: (1) the requirements of FTA's Charter Service regulations and any amendments thereto will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide; (2) the definitions of FTA's Charter Service regulations will apply to the Recipient's charter operations, and (3) a pattern of violations of FTA's Charter Service regulations may require corrective measures and imposition of remedies, including barring the Recipient, subrecipient, lessee, third party contractor, or other participant in the Project operating public transportation under the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal assistance as set forth in Appendix D to FTA's Charter Service regulations.

#### Section 29. School Transportation Operations.

The Recipient agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 or under 23 U.S.C. §§ 133 or 142,

will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605 to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), in accordance with any School Transportation Operations regulations or FTA directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing. The School Transportation Operations Agreement the Recipient has selected in its latest annual Certifications and Assurances is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. If the Recipient has failed to select the School Transportation Agreement in its latest annual Certifications and Assurances to FTA and does conduct school transportation operations prohibited by FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent those regulations are consistent with 49 U.S.C. §§ 5323(f) or (g), the Recipient understands and agrees that: (1) the requirements of FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractor, or other participants in the project provide, (2) the definitions of FTA's School Bus Operations regulations will apply to the Recipient's school transportation operations, and (3) if there is a violation of FTA's School Bus Operations regulations, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), FTA will bar the Recipient, subrecipient, lessee, third party contractor, or other Project participant operating public transportation that has violated FTA's School Bus Operations regulations, 49 C.F.R. Part 605, to the extent consistent with 49 U.S.C. §§ 5323(f) or (g), from receiving Federal transit assistance in an amount FTA considers appropriate.

### Section 30. Metric System.

To the extent U.S. DOT or FTA directs, the Recipient agrees to use the metric system of measurement in its Project activities, in accordance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and applicable U.S. DOT or FTA regulations, and agrees to follow applicable Federal directives, except to the extent the Federal Government determines otherwise in writing. As practicable and feasible, the Recipient agrees to accept products and services with dimensions expressed in the metric system of measurement.

### Section 31. Geographic Information and Related Spatial Data.

The Recipient agrees to implement the Project in accordance with of U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, so that any Project activities involving spatial data or geographic information systems activities financed directly or indirectly, in whole or in part, with Federal assistance, are or will be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

250

### Section 32. Substance Abuse.

To the extent applicable, the Recipient agrees to comply with the following Federal regulations and guidance:

- a. Drug-Free Workplace. U.S. OMB guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F.R. Part 182, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §§ 702 *et seq.*, including any amendments to these U.S. DOT regulations when they are promulgated.
- b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

### Section 33. Motor Carrier Safety.

To the extent applicable, the Recipient agrees to comply with, and assures the compliance of its subrecipients, lessees, third party contractors, and other Project participants with the following U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations:

- a. Financial Responsibility. The Recipient agrees as follows:

(1) To the extent that the Recipient is engaged in interstate commerce and not within a defined commercial zone, the Recipient agrees to comply with U.S. FMCSA regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 C.F.R. Part 387, setting forth requirements for economic registration and insurance requirements. For a Recipient of Federal assistance under 49 U.S.C. §§ 5307, 5310, or 5311 with interstate transit operations, 49 C.F.R. Part 387 is modified by 49 U.S.C. § 31138(e)(4), which reduces the amount of insurance required of the Recipient to the highest amount required by any State in which the transit provider operates.

(2) To the extent that the Recipient is engaged in interstate commerce and not within a defined commercial zone and the Recipient is not a unit of government (defined as the Federal Government, a State, any political subdivision of a State or any agency established under a compact between States), the Recipient agrees to comply with U.S. FMCSA regulations, Part 387, Subpart B, "Federal Motor Carrier Safety Regulations," and also with 49 C.F.R. Parts 390 through 396.

- b. Driver Qualifications. The Recipient agrees to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. Part 383.

- c. Substance Abuse Rules for Motor Carriers. To the extent applicable, the Recipient agrees to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements,"

49 C.F.R. Part 659, and implementing Federal guidance that applies to transit provider, that operate a commercial motor vehicle that has a gross vehicle weight rating of more than 26,000 pounds, or is designed to transport sixteen (16) or more passengers, including the driver.

#### Section 34. State Safety Oversight of Rail Fixed Guideway Public Systems.

To the extent applicable, the Recipient agrees to comply with 49 U.S.C. § 5330 and any amendments thereto, with FTA regulations, "Rail Fixed Guideway Systems; State Safety Oversight," 49 C.F.R. Part 659 and any amendment thereto, and follow applicable implementing Federal directives, except to the extent that FTA determines otherwise in writing.

#### ~~Section 35. Federal "\$1 Coin" Requirements.~~

To the extent required by the Federal Government, the Recipient agrees to comply with the provisions of section 104 of the Presidential \$1 Coin Act of 2005, 31 U.S.C. § 5112(p), so that the Recipient's equipment and facilities requiring the use of coins or currency will be fully capable of accepting and dispensing \$1 coins in connection with that use. The Recipient also agrees to display signs and notices denoting the \$1 coin capability of its equipment and facilities on its premises where coins or currency are accepted or dispensed, including on each vending machine.

#### Section 36. Safe Operation of Motor Vehicles.

The Recipient agrees as follows:

a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project.

b. Distracted Driving, Including Text Messaging While Driving.

In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision:

(1) Definitions. As used in this Special Provision:

(a) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does

not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(b) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(2) Safety. The Recipient is encouraged to:

(a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles;

(c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(d) Any vehicle, on or off duty, and using an employer supplied electronic device.

(3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

#### Section 37. Protection of Sensitive Security Information.

To the extent applicable, the Recipient agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15; and with 49 U.S.C. § 114(r) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 38. Special Notification Requirements for States.

To the extent required by Federal law, the State agrees that, in administering any Federal assistance Program or Project supported by the Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project shall indicate that FTA is the Federal agency that is providing the Federal assistance, the Catalog of Federal Domestic Assistance Number of the program from which the Federal assistance is authorized, as may be applicable, and the amount of Federal assistance FTA provided.

Section 39. Special Provisions for the Urbanized Area Formula Program.

The Recipient agrees that the following provisions apply to Urbanized Area Formula Program assistance authorized under 49 U.S.C. § 5307, and agrees to comply with the Federal laws and regulations applicable to that program in accordance with applicable FTA directives, except to the extent that FTA determines otherwise in writing:

- a. Fares and Services. Before increasing fares or instituting a major reduction of service, the Recipient agrees to use its established administrative process to solicit and consider public comment.
- b. Audit Requirements. The Recipient agrees that the Federal Government may conduct, or may require the Recipient to engage an independent entity to conduct, annual or more frequent reviews and audits as required by 49 U.S.C. § 5307(h) and other applicable Federal laws and regulations and in accordance with applicable Federal directives. The Recipient agrees that such audits will be conducted in accordance with U.S. GAO "Government Auditing Standards."
- c. Half-Fare Requirements. The Recipient agrees that the fares or rates it charges elderly individuals and handicapped individuals during nonpeak hours for public transportation using or involving Project property will not exceed one-half the rates that generally apply to other individuals at peak hours, irrespective of whether the Project property is operated by the Recipient or another entity connected with the Project, either through subagreement, lease, third party contract, or otherwise. The Recipient also agrees to give the rate required to any individual presenting a Medicare card duly issued to that individual pursuant to Title II or Title XVIII of the Social Security Act, 42 U.S.C. §§ 401 *et seq.*, or 42 U.S.C. §§ 1395 *et seq.*, respectively.
- d. Use of Formula Assistance for Operations. A Recipient authorized to use Federal assistance authorized under 49 U.S.C. § 5307 to support operations agrees as follows:
  - (1) The Recipient will comply with the restrictions of 49 U.S.C. §§ 5307(b) and 5307(f) in using Urbanized Area Formula Program assistance for operations, unless permitted otherwise by Federal law, regulation, or directive issued at a later date.

(2) Federal assistance authorized by 49 U.S.C. § 5307 may be applied to the Net Project Cost of the Recipient's operating expenses incurred during the Project time period as set forth in the Approved Project Budget and, with FTA approval, may be extended to a later date to the extent permitted by law, provided that applicable operating assistance limits are not exceeded.

e. Public Transportation Security. For each fiscal year that it receives Federal assistance authorized under 49 U.S.C. § 5307, the Recipient agrees to spend at least one (1) percent of that Federal assistance for public transportation security projects as described in 49 U.S.C. § 5307(d)(1)(J)(i), unless the Recipient has determined that such expenditures for public transportation security projects are not necessary. For a Recipient serving an urbanized area with a population of 200,000 or more, only capital projects are eligible for support with that Federal assistance.

f. Public Transportation Enhancements. If the Recipient serves an urbanized area with a population of 200,000 or more, the Recipient agrees to spend each fiscal year at least one (1) percent of its Federal assistance authorized under 49 U.S.C. § 5307 for public transportation enhancements as defined at 49 U.S.C. § 5302(a), and submit an annual report listing the projects carried out in the preceding fiscal year with that Federal assistance.

g. Reporting Requirements. For each fiscal year, the Recipient agrees to conform, and assures that any public transportation operator to which the Recipient provides Federal assistance authorized under 49 U.S.C. § 5307 will conform, to the National Transit Database reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database, and comply with implementing FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, and any other reporting regulations and in accordance with FTA directives.

h. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in an Urbanized Area Formula Project, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement for the Project and this Master Agreement.

#### Section 40. Special Provisions for the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.

The Recipient agrees that the following provisions apply to the Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program assistance authorized under 49 U.S.C. § 5310, as amended by SAFETEA-LU, and subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, respectively, and agrees to follow applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing:

a. Eligible Subrecipients. The Recipient agrees to provide Federal assistance authorized under 49 U.S.C. § 5310 or subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, only to a



subrecipient that qualifies as: (1) a private nonprofit organization meeting the special needs of elderly individuals and individuals with disabilities for whom public transportation services are unavailable, insufficient, or inappropriate; (2) a governmental authority approved by the State to coordinate services for elderly individuals and individuals with disabilities; or (3) a governmental authority that certifies to the Governor of its State that there are no nonprofit organizations in its area readily available to provide service meeting the special needs of elderly individuals and individuals with disabilities.

b. State Procedures. The Recipient agrees to administer each Project financed with Federal assistance authorized under the Elderly Individuals and Individuals with Disabilities Formula Program in accordance with 49 U.S.C. § 5310. A Recipient participating in the Elderly Individuals and Individuals with Disabilities Pilot Program agrees to administer each Project in accordance with subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, and applicable provisions of 49 U.S.C. § 5310. The Recipient agrees to comply with applicable Federal laws and regulations, and to follow the most recent edition of FTA Circular 9070.1, "Elderly Individuals and Individuals with Disabilities Program Guidance and Application Instructions," including any revisions thereto, except to the extent FTA determines otherwise in writing.

c. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in an Elderly Individuals and Individuals with Disabilities Formula Project or Pilot Project, that sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under its Grant Agreement for the Project and this Master Agreement.

d. Eligible Project Activities. Federal assistance authorized under 49 U.S.C. § 5310 may be used for a Project to meet the special needs of elderly individuals and individuals with disabilities, as follows:

(1) Capital Projects. Except as provided in Paragraph 40.d(2) of this Master Agreement below, only capital projects are eligible for support with Federal assistance authorized under 49 U.S.C. § 5310. Projects may include meal delivery service to the extent permitted by 49 U.S.C. § 5310(g).

(2) Operating Assistance Limitation. Only if the Recipient is selected to participate in the Elderly Individuals and Individuals with Disabilities Pilot Program established by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. § 5310 note, may Federal assistance authorized under 49 U.S.C. § 5310 be used to finance operating expenses, and then only 33 percent of the Federal assistance under 49 U.S.C. § 5310 apportioned to the Recipient may be used to finance operating expenses for projects to meet the special needs of elderly individuals and individuals with disabilities.

e. Leasing of Vehicles. Vehicles acquired with Federal assistance authorized under 49 U.S.C. § 5310 may be leased to local governmental authorities to improve transportation services to meet the special needs of elderly individuals and individuals with disabilities.

f. Transfer of Project Property. In addition to 49 U.S.C. § 5334(h), which authorizes the transfer of Project property financed with FTA assistance, 49 U.S.C. § 5310(h) also authorizes the Recipient to transfer Project property acquired with Federal assistance authorized under 49 U.S.C. § 5310 to any entity eligible to receive assistance under 49 U.S.C. chapter 53, provided that the subrecipient currently possessing the Project property consents to the transfer, and the transferred Project property will continue to be used in accordance with the requirements of 49 U.S.C. § 5310.

#### Section 41. Special Provisions for the New Freedom Program.

The Recipient agrees that the following provisions apply to New Freedom Program assistance authorized under 49 U.S.C. § 5317, and agrees to comply with the requirements thereof, except to the extent that FTA determines otherwise in writing:

a. General. The Recipient agrees to comply with the requirements of other Federal laws and regulations that may apply to the Project. The Recipient agrees to follow the most recent edition of FTA Circular, 9045.1, "New Freedom Program Guidance and Application Instructions," including any revisions thereto, except to the extent FTA determines otherwise in writing.

b. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in a New Freedom Project, that sets forth the subrecipient's responsibilities, and include appropriate clauses imposing requirements as necessary to assure that the subrecipient will not compromise the Recipient's compliance with the Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement or Cooperative Agreement for the Project and this Master Agreement.

#### Section 42. Special Provisions for the Nonurbanized Area Formula Program.

The Recipient agrees that the following provisions apply to Nonurbanized Area Formula Program assistance administered by States and authorized under 49 U.S.C. § 5311(b), and agrees to comply with those requirements, except to the extent FTA determines otherwise in writing:

a. Provisions Applicable to States.

(1) State Procedures. The Recipient agrees to administer each Project in accordance with 49 U.S.C. § 5311(b) and other applicable provisions of 49 U.S.C. § 5311. Except to the extent that FTA determines otherwise in writing, the Recipient agrees to follow the provisions of the most recent edition of FTA Circular 9040.1, "Nonurbanized Area Formula Program Guidance and Grant Application Instructions," including any revisions thereto, and comply with Federal laws and regulations that apply to the Projects.

(2) Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in a Nonurbanized Area Formula Project, that sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary

to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project and the Recipient's obligations under its Grant Agreement for the Project and this Master Agreement.

(3) Eligible Project Activities. Federal assistance provided for the Grant Agreement and subagreements may be used for public transportation Projects in areas other than urbanized areas. Projects financed with Federal assistance transferred from other Federal programs must be eligible for Federal assistance authorized under 49 U.S.C. § 5311(b). Those Projects may include purchase of service agreements with private providers of public transportation service, capital assistance, operating assistance, and meal delivery service, to the extent permitted by 49 U.S.C. § 5310(g).

(4) Transfer of Project Property. In addition to 49 U.S.C. § 5334(h), which authorizes the transfer of Project facilities and equipment, 49 U.S.C. § 5311(h) also authorizes the transfer of Project property acquired with Federal assistance authorized under 49 U.S.C. § 5311 to any entity eligible to receive Federal assistance authorized under 49 U.S.C. chapter 53, provided that the subrecipient currently possessing the Project property consents to that transfer, and the transferred Project property will continue to be used for purposes in accordance with 49 U.S.C. § 5311.

(5) Intercity Transportation. The Recipient agrees to spend a minimum of at least fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. § 5311(f) each fiscal year for intercity transportation Projects, unless the chief executive officer of the State or his or her duly authorized designee has certified to FTA that the intercity bus service needs within the State are being adequately fulfilled.

(6) Reporting Requirements. As required by 49 U.S.C. § 5311(b)(4) and 49 U.S.C. § 5335(a), the Recipient agrees to conform to, and assures that any public transportation operator to which the Recipient provides Federal assistance authorized under 49 U.S.C. § 5311(b) will conform to, the reporting system and the uniform system of accounts and records required by 49 U.S.C. § 5335(a) for FTA's national transit database, and will comply with the implementing FTA regulations, "Uniform System of Accounts and Records and Reporting System," 49 C.F.R. Part 630, and any additional regulations and directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

b. Provisions Applicable to Indian Tribes. The Recipient agrees as follows:

(1) An Indian tribe that is a subrecipient of Federal assistance authorized under 49 U.S.C. § 5311(b), agrees to comply with the requirements of Paragraph 42.a of this Master Agreement that are applicable to other subrecipients of the State receiving FTA assistance authorized under 49 U.S.C. § 5311(c)(2), except to the extent that FTA determines otherwise in writing.

(2) The provisions of Subsection 42.a and Paragraph 42.b(1) of this Master Agreement do not apply to a Tribal Transit Project financed with Federal assistance authorized under 49 U.S.C. § 5311(c)(1).

#### Section 43. Special Provisions for the Clean Fuels Grant Program.

The Recipient agrees that the following provisions apply to Clean Fuels Grant Program assistance authorized under 49 U.S.C. § 5308, and agrees to comply with the requirements thereof, except to the extent that FTA determines otherwise in writing:

a. General. The Recipient agrees to comply with 49 U.S.C. § 5308, and with the provisions of 49 U.S.C. § 5307, and other Federal laws that may be applicable. The Recipient also agrees to comply with FTA regulations, "Clean Fuels Grant Program," 49 C.F.R. Part 624, and other applicable Federal regulations, and follow applicable FTA directives, except to the extent FTA determines otherwise in writing.

b. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient of Clean Fuels Grant financial assistance, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with Federal requirements applicable to the Project, the Recipient's obligations under the Grant Agreement for the Project, and this Master Agreement.

#### Section 44. Special Provisions for Research, Development, Demonstration, and Special Studies Projects.

The Recipient agrees to comply with the following provisions pertaining to Projects financed with Federal assistance authorized for research, development, demonstration, or special studies projects, except to the extent that FTA determines otherwise in writing:

a. Project Report. The Recipient agrees to:

(1) Prepare and make available a sufficiently comprehensive report, to the extent FTA deems satisfactory, of the results of the Project, the conclusions reached, and the methods used that FTA may publish or make available for publication on the Internet, in addition to other reports that FTA may request the Recipient to provide.

(2) The Recipient agrees to identify clearly and precisely any specific confidential, privileged, or proprietary information or data contained within any report or document it submits to FTA.

(3) Include appropriate notice in the report that: (a) the report is being disseminated under the sponsorship of the U.S. Department of Transportation, Federal Transit Administration, in order to foster information exchange, (b) the U.S. Government assumes no responsibility or liability for the contents or use of that report, (c) the U.S. Government is not endorsing any manufacturers, products, or services cited in that report, and (d) any trade name that may appear in that report has been included only because it is essential to the contents of that report.

b. Project Identification. The Recipient understands and agrees that each tangible product resulting from the Project shall contain or include an appropriate sign, designation, or notification stating that the Project has been financed with Federal assistance provided by the U.S. Department of Transportation, Federal Transit Administration. Unless determined otherwise in writing by FTA, this requirement applies to all equipment, hardware, construction, reports, data, or any similar items produced in the course of the Grant Agreement or Cooperative Agreement for the Project.

c. Protection of Human Subjects. The Recipient agrees to comply with the requirements of the National Research Act, as amended, 42 U.S.C. §§ 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 C.F.R. Part 11, pertaining to protections for human subjects participating in or involved in research, development, and activities related to the Project.

d. Protection of Animals. The Recipient agrees to comply with the requirements of the Animal Welfare Act, as amended, 7 U.S.C. §§ 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Chapter I, Subchapter A, Parts 1, 2, 3, and 4 pertaining to the care, handling, and treatment of warm blooded animals involved in Project research, development, and related activities.

e. Export Control. The Recipient understands and agrees that any technical information developed in the course of implementing the Grant Agreement or Cooperative Agreement for the Project may be subject to export control regulations promulgated by the U.S. Department of Commerce, Bureau of Export Administration, or other Federal Government departments, including the U.S. Department of State, the U.S. Department of the Treasury, and the U.S. Department of Defense. Thus, the Recipient agrees that it will not export to any countries or foreign persons any technical information or any direct product of that technical information that is subject, directly or indirectly, to U.S. Department of Commerce, "Export Administration Regulations," 15 C.F.R. Parts 730 *et seq.*, or other applicable Federal regulations without first obtaining the necessary Federal license or licenses and complying with those Federal regulations.

#### **Section 45. Special Provisions for the Medical Transportation Demonstration Projects.**

The Recipient of Federal assistance authorized under the Medical Transportation Demonstration Program agrees to comply with 49 U.S.C. § 5314(a)(6) and comply with other applicable Federal laws or regulations. The Recipient also agrees to follow any applicable Federal directives, except to the extent FTA determines otherwise in writing.

#### **Section 46. Special Provisions for the National Technical Assistance Center for Senior Transportation.**

The Recipient of Federal assistance authorized under the National Technical Assistance Center for Senior Transportation agrees to comply with the requirements of 49 U.S.C. § 5314(c) and other applicable Federal laws and regulations. The Recipient also agrees to follow any applicable Federal directives, except to the extent that FTA determines otherwise in writing.

**Section 47. Special Provisions for Human Resources Fellowships.**

The Recipient agrees that the following provisions apply to Human Resources Fellowships Program assistance authorized under 49 U.S.C. § 5322(b), and agrees to comply with the requirements thereof, except to the extent that FTA determines otherwise in writing:

- a. General. In addition to 49 U.S.C. § 5322(b), the Recipient agrees to comply with other applicable Federal laws and regulations, and follow applicable Federal directives, except to the extent FTA determines otherwise in writing.
- b. Fellowship Awards. The Recipient agrees any individual who receives a fellowship financed with Federal assistance under the Human Resources Fellowships Program authorized under 49 U.S.C. § 5322(b) will be selected on the basis of that individual's demonstrated ability and the contribution that individual reasonably can be expected to make to an efficient public transportation operation.

**Section 48. Special Provisions for Job Access and Reverse Commute Formula Grant Program.**

The Recipient agrees that the following provisions apply to Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. § 5316, except to the extent that FTA determines otherwise in writing:

- a. General. The Recipient agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307. Except to the extent that FTA determines otherwise in writing, the Recipient agrees to follow the most recent edition of FTA Circular, 9050.1, "The Job Access And Reverse Commute (JARC) Program Guidance And Application Instructions," including any revisions thereto, and comply with Federal laws and regulations that apply to the Project.
- b. Participation of Subrecipients. The Recipient agrees to enter into a written agreement with each subrecipient participating in a JARC Project, which agreement sets forth the subrecipient's responsibilities, and includes appropriate clauses imposing requirements necessary to assure that the subrecipient will not compromise the Recipient's compliance with any Federal requirements applicable to the Project and the Recipient's obligations under the Grant Agreement or Cooperative Agreement and this Master Agreement.

**Section 49. Special Provisions for the Paul S. Sarbanes Transit in Parks Program.**

The Recipient agrees that the following provisions apply to the Paul S. Sarbanes Transit in Parks Program authorized under 49 U.S.C. § 5320, except to the extent that FTA determines otherwise in writing:

a. General. The Recipient agrees to comply with the requirements of 49 U.S.C. § 5320, applicable requirements of 49 U.S.C. § 5307, and other applicable Federal laws and regulations.

b. FTA Notice. The Recipient agrees to follow the provisions of the most recent applicable FTA Notice pertaining to the Paul S. Sarbanes Transit in Parks Program and other applicable FTA directives, including any amendment or revision thereto, except to the extent FTA determines otherwise in writing. FTA and the Recipient agree that the provisions of the latest FTA Notice and revisions thereto will supersede conflicting provisions of this Master Agreement.

#### Section 50. Special Provisions for Over-the-Road Bus Accessibility Projects.

The Recipient agrees that the following provisions apply to Federal assistance under the Over-the-Road Bus Accessibility Program, except to the extent that FTA determines otherwise in writing:

a. General. The Recipient agrees to comply with section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note, and other Federal laws and regulations that may be applicable to the Over-the-Road Bus Accessibility Program, in accordance with applicable Federal directives, when issued.

b. Accessibility. The Recipient agrees to comply with the "Over-the-Road Buses," regulations within U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

c. Employee Protective Arrangements. Paragraph 24.d(4) of this Master Agreement describes the employee protections of the U.S. DOL Special Warranty for the Over-the-Road Bus Accessibility Program.

d. FTA Notice. The Recipient agrees to follow the provisions of the most recent applicable FTA Notice pertaining to Over-the-Road Bus Accessibility Program Grants, and any revision thereto, except to the extent FTA determines otherwise in writing. FTA and the Recipient agree that the provisions of the most recent FTA Notice pertaining to the Over-the-Road Bus Accessibility Program supersede conflicting provisions of this Master Agreement.

#### Section 51. Special Provisions for State Infrastructure Bank Projects.

The Recipient agrees that the following provisions apply to a Project financed with Federal assistance deposited in a State Infrastructure Bank (SIB), and agrees to comply with the requirements thereof:

a. General. The Recipient agrees to administer its Project in accordance with laws applicable to the SIB that provides Federal assistance for the Project. Federal requirements and directives for the Project may be set forth in: (1) 23 U.S.C. § 610, (2) section 1511 of TEA-21, 23 U.S.C. § 181 note to the extent it has not been superseded by 23 U.S.C. § 610, (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 it has not been superseded by 23 U.S.C. § 610, (4) any law amending any of the foregoing, and any law applicable to the Project enacted at a later date, (5) any other applicable Federal directives that may be issued, except to the extent FTA determines otherwise in writing, (6) the terms and conditions of any U.S. Department of Labor Certification(s) of Public Transportation Employee Protective Arrangements, (7) the Cooperative Agreement establishing the SIB program in the State, entered into by the Federal Highway Administrator, Federal Transit Administrator, and authorized State official(s), and (8) the FTA Grant Agreement providing Federal assistance for the SIB Project; except, however, any provision of this Master Agreement conflicting with Federal law, applicable Federal SIB Guidelines, the Cooperative Agreement establishing the SIB program within the State, or this Grant Agreement will not apply to the Grant Agreement or the Project to the extent the SIB program is involved, except to the extent FTA determines otherwise 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 for the SIB may not be available for immediate withdrawal. Thus, the State agrees to restrict the amount of Federal assistance it withdraws to an amount not exceeding the limits specified in its Grant Agreement for the SIB Project or the Approved Project Budget for that Grant Agreement.

#### Section 52. Special Provisions for TIFIA Projects.

To the extent applicable, the Recipient agrees to administer each Project financed with Federal credit assistance authorized under the Transportation Infrastructure Finance and Innovation Act, as amended (TIFIA), in accordance with: (1) 23 U.S.C. §§ 601 through 609, including any further amendments thereto; (2) 49 U.S.C. §§ 5307, 5309, and 5323(o); (3) joint U.S. DOT/FTA regulations, "Credit Assistance for Surface Transportation Projects," 49 C.F.R. Part 80 and 49 C.F.R. Part 640, to the extent those regulations have not been superseded by SAFETEA-LU, and any amendments to those regulations when promulgated. Any provision of this Master Agreement that conflicts with 23 U.S.C. §§ 601 through 609, 49 U.S.C. §§ 5307, 5309, or 5323(o), or the foregoing joint U.S. DOT/FTA regulations, or amendments thereto, will not apply to the TIFIA Loan, Loan Guarantee, or Line of Credit made available for the Project. The Recipient agrees that FTA may declare the Recipient in violation of the Master Agreement if the Recipient has defaulted on a TIFIA Loan, a Loan Guarantee under TIFIA, or a Line of Credit made available under TIFIA, and such default has not been cured within 90 days.

#### Section 53. Special Provisions for Recovery Act Projects.

The Recipient agrees that the following provisions apply to funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009



("Recovery Act"), and agrees to comply with the requirements thereof, except to the extent FTA determines otherwise in writing:

a. Identification of Recovery Act Funding. A Grant Agreement or Cooperative Agreement financed with Recovery Act funds will indicate that the Recovery Act is the source of funding as follows:

(1) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery," the Project or Projects are financed with Recovery Act funds appropriated for the Transit Capital Assistance for the Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.

(2) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5307 – Urbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the FTA Urbanized Area Formula Grant Program authorized by 49 U.S.C. § 5307.

(3) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – New Starts - Economic Recovery," the Project is financed with Recovery Act appropriations for Capital Investment Grants authorized for Small Starts or New Starts by 49 U.S.C. §§ 5309(d) or (e), respectively.

(4) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5309 – Fixed Guideway - Economic Recovery," the Project is financed with Recovery Act appropriations for Fixed Guideway Infrastructure Investment for Modernization, authorized by 49 U.S.C. § 5309(b)(2).

(5) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery," the Project is financed with Recovery Act appropriations for Transit Capital Assistance for the Nonurbanized Area Formula Program authorized by 49 U.S.C. § 5311.

(6) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "49 USC 5311 – Nonurbanized Area - Economic Recovery Flex," the Project or Projects are financed with Recovery Act appropriations for highways transferred to support the Nonurbanized Area Formula Grant Program authorized by 49 U.S.C. § 5311.

(7) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement or Cooperative Agreement displays "PL 111-5 – Transp. Invest/Greenhouse Gas & Energy Red. – Economic Recovery," the Project is financed with Recovery Act funds specified in Title XII for Federal Transit Administration capital investments that will assist in reducing the energy consumption or greenhouse gas emissions of the Recipient's public transportation systems.

(8) If the "Citation of Statute(s) Authoring Project" of the underlying Grant Agreement displays "PL 111-5 – OST Surface Transportation – Economic Recovery," the Project is financed with Recovery Act funds specified in Title XII for the U.S. DOT Office of the Secretary

Supplemental Discretionary Grants for a National Surface Transportation System, also referred to as the "TIGER Discretionary Grant Program."

b. Identification of Project(s). The Project or Projects financed with Recovery Act funds are set forth in the Recipient's Project application and reflected in the Approved Project Budget.

c. Prompt Implementation. The Recipient agrees to begin work on its Recovery Act Project promptly after FTA has awarded Recovery Act funds for that Project, and agrees to continue to expend those Recovery Act funds expeditiously for Project purposes.

d. Federal Requirements. In addition to applicable Recovery Act statutory and regulatory requirements, the Recipient agrees that applicable requirements of 49 U.S.C. chapter 53 apply to each federally assisted public transportation Project financed with Recovery Act funds, except that the Federal share of the costs for which any Recovery Act award is made under this heading shall be, at the option of the Recipient, up to 100 percent of the cost of the Project.

e. U.S. OMB Provisions. The Recipient agrees to comply with applicable provisions of U.S. Office of Management and Budget, "Requirements for Implementing Sections 1512, 1605, and 1606 of the American Recovery and Reinvestment Act of 2009 for Financial Assistance Awards," 2 C.F.R. Part 176, 74 *Fed. Reg.* 18449 *et seq.*, April 23, 2009. Specifically the Recipient acknowledges and agrees to comply with the following provisions

(1) Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the Recipient to complete projects or activities that are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The Recipient agrees to submit the requisite reports no later than ten calendar days after each calendar quarter in which it receives the Federal assistance award funded in whole or in part by the Recovery Act.

(c) The Recipient agrees to have, and require its subrecipients to have, a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>).

(d) The Recipient agrees to maintain a current registration in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which it has an active Federal award funded with Recovery Act funds. If the Recipient has delegated any of its reporting requirements under Section 1512 of the Recovery Act to any subrecipient, the Recipient agrees to require that subrecipient to maintain a current registration in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which it is participating in a Project financed through an active Federal award funded with Recovery Act funds.

(e) The Recipient agrees to report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at

<http://www.federalreporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

(2) Buy America Requirements under Section 1605 of the Recovery Act. Statutory provisions of 49 U.S.C. chapter 53 impose Buy America requirements sufficient for compliance with Section 1605 of the Recovery Act.

(3) Wage Rate Requirements under Section 1606 of the Recovery Act. Statutory provisions of 49 U.S.C. chapter 53 impose Wage Rate requirements involving construction, alteration, maintenance, or repair sufficient for compliance with Section 1606 of the Recovery Act.

(4) Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients.

(a) To maximize the transparency and accountability of funds authorized under the Recovery Act as required by Congress and in accordance with 49 C.F.R. § 18.20 or 49 C.F.R. § 19.21, as applicable, the Recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds.

(b) A Recipient covered by the Single Audit Act Amendments of 1996, and U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by U.S. OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The Recipient agrees to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When the Recipient awards Recovery Act funds for an existing program, the Recipient agrees to furnish sufficient information to each subrecipient that distinguishes the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The Recipient agrees to require each subrecipient to include on its SEFA information to specifically identify Recovery Act funding similar to the requirements for the Recipient's SEFA described above. This information is needed to allow the Recipient to properly monitor subrecipient expenditures of Recovery Act funds as well as oversight by FTA, DOT, Offices of Inspector General and the Government Accountability Office.

f. One-Time Funding. The Recipient acknowledges that receipt of Recovery Act funds is a "one-time" disbursement that does not create any future obligation by FTA to advance similar funding amounts. The Recipient agrees that the total amount of Recovery Act funds for the entire period of Project performance is the amount displayed on the underlying Grant Agreement

or Cooperative Agreement for the Project, including the latest amendment thereto. The Government's liability to make payments to the Recipient is limited to the eligible Project costs that can be financed with those Recovery Act funds as displayed on the underlying Grant Agreement or Cooperative Agreement for the Project including the latest amendment thereto.

g. Integrity. The Recipient agrees that all data it submits to FTA in compliance with Recovery Act requirements will be accurate, objective, and of the highest integrity.

h. Violations of Law. The Recipient agrees that it and each of its subrecipients shall report to the U.S. DOT Inspector General or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, 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 Recovery Act funds.

i. Maintenance of Effort. A Recipient that is a State agrees to comply with the maintenance of effort certification it has made in compliance with Section 1201 of Recovery Act.

j. Emblems. The Recipient is encouraged to use signs and materials that display both the American Recovery and Reinvestment Act (Recovery Act) emblem and the Transportation Investment Generating Economic Recovery (TIGER) program emblem to identify its Project(s) financed with Recovery Act funds that are provided by U.S. DOT in a manner consistent with Federal guidance, and to include this provision in any subagreements, leases, third party contracts, or other similar documents used in connection with its Recovery Act Project(s).

k. Contracts Financed With Recovery Act Funds. In compliance with Section 1554 of the Recovery Act, the Recipient agrees to award contracts financed under this Act as fixed-price contracts through the use of competitive procedures to the maximum extent possible. The Recipient agrees to post a summary of the contract on the Recovery Act web site maintained by the Recovery Accountability and Transparency Board when it does not award fixed price contracts or does not use competitive procedures.

l. Further Requirements. The Recipient agrees to comply with applicable future Federal requirements that may be imposed on the use of Recovery Act funds, and to follow applicable Federal directives that may be issued, except to the extent the Federal Government determines otherwise in writing.

#### Section 54. Special Provisions for Joint FTA - FRA Recovery Act Projects.

The Recipient agrees that, in addition to the provisions of 49 U.S.C. chapter 53, the following provisions apply to funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, February 17, 2009 ("Recovery Act") when the U.S. Federal Railroad Administration (FRA) has also made Recovery Act funds available for the same project. The Recipient agrees to comply with the provisions thereof, except to the extent FTA determines otherwise in writing:

a. Disadvantaged Business Enterprises. The statutory and regulatory provisions relating to disadvantaged business enterprises (DBE) differ significantly between FTA and FRA. Section 1101(b) of SAFETEA-LU (23 U.S.C. § 101 note) applies to FTA, but not to FRA. U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26, which implement Section 1101(b) of SAFETEA-LU, apply to FTA, but not to FRA; and FRA is not authorized to use the provisions of those DBE regulations. Consequently, the Recipient agrees to comply with the statutory and regulatory DBE provisions applicable to FTA funds when using FTA funds for purchases and to use the "contracting with small and minority firms, women's business enterprise" provisions of 49 C.F.R. § 18.36(e) or 49 C.F.R. § 19.44(b), as applicable, when using FRA funds.

b. Buy America. The statutory and regulatory Buy America provisions applicable to FTA funds differ from those applicable to FRA funds. The Recipient agrees to comply with the statutory and regulatory Buy America provisions applicable to FTA funds when using FTA funds for purchases and to use the Buy American provisions applicable to FRA funds, 49 U.S.C. § 24405(a) added by section 301(a) of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. 110-432, October 16, 2008 (PRIIA), when using FRA funds for purchases. If the Recipient uses both FTA and FRA funds for a purchase, the Recipient agrees to comply with the most restrictive provisions applicable to either FTA or FRA funds.

c. Force Account - Procurement. If the project is being conducted on the property of a railroad and if, 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, FTA deems Subsection 15(b) of this Master Agreement to be satisfied if the work is performed by the railroad's force account employees.

d. Procurement of Rolling Stock. If FRA requires the Recipient to acquire rolling stock for the project from the Next Generation Corridor Equipment Pool Committee established pursuant to section 305 of PRIIA, FTA deems Paragraph 15(n)(1) of this Master Agreement to be satisfied.

e. Use of Real Property, Equipment, and Supplies. Application of Section 19 of this Master Agreement is reserved pending resolution by the U.S. Internal Revenue Service of whether Recovery Act grant funds invested in railroad property constitute non-taxable contributions to equity.

f. Davis-Bacon. 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 40 U.S.C. §§ 3141-3144, 3146, and 3147.

g. Employee Protective Arrangements. The Recipient shall not pass down employee protective arrangements provided in Subsection 24(d) of this Master Agreement. Instead, the Recipient shall pass down to a railroad subject to the Railway Labor Act (45 U.S.C. §§ 151 *et seq.*) employee protective arrangements provided in Attachment IA, section 3, of FTA's grant or cooperative agreement with the Recipient.

h. Motor Carrier Safety. Paragraph 33(a)(2) of this Master Agreement does not apply to railroad signal employees concerning hours of service. *See*, 49 U.S.C. § 21104(e). Instead, those employees and their employers must comply with 49 U.S.C. § 21104 and FRA's hours of service regulation at 49 C.F.R. Part 228.

i. Railroad Safety. A railroad subject to FRA's safety jurisdiction shall comply with the Federal railroad safety laws.

#### Section 55. Freedom of Information Act.

The Recipient understands and agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, applies to information and documents, both paper and electronic, submitted to FTA and U.S. DOT. The Recipient should therefore be aware that all applications and materials submitted to FTA that are related to its FTA assisted Project will become 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. President Obama's January 21, 2009 Memorandum for the Heads of Executive Departments and Agencies on the Freedom of Information Act directs Federal agencies to adopt a presumption of disclosure. Therefore, FTA does not consent to honor any "routine" confidentiality statements that may appear on documents, correspondence, letters, or similar correspondence (paper or electronic) that accompany submission of Project information, absent a requirement under Federal law or regulation that the information must be kept confidential. Genuinely confidential or privileged information, should be marked clearly and specifically, and justified as confidential or privileged. FTA, however, will review documents and information that are the subject of each FOIA request to determine, as permitted by Federal law and regulations, the extent to which FTA must or should exercise its discretion and withhold those documents.

#### Section 56. Disputes, Breaches, Defaults, or Other Litigation.

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The Recipient agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA in writing before doing so. At a minimum, each notice to FTA under this Section 56 of this Master Agreement shall be provided to the FTA Regional Counsel within whose Region the Recipient operates its public transportation system or implements the Project.

b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds derived from any third party recovery, based on the percentage of the

Federal share awarded for the Project, except that the Recipient may return liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.

- c. Enforcement. The Recipient agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.
- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

#### Section 57. Amendments to the Project.

The Recipient agrees that a change in Project circumstances causing an inconsistency with the terms of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement will require an amendment to that Grant Agreement or Cooperative Agreement and signed by the original signatories or their authorized designees or successors. The Recipient agrees that a change in the fundamental information submitted in its Application will also require an amendment to its Application or the underlying Grant Agreement or Cooperative Agreement for the Project.

#### Section 58. FTA's Electronic Management System.

- a. Recipient Use. Unless FTA permits otherwise in writing, the Recipient agrees to use FTA's electronic management system to submit information and reports to FTA. FTA, however, reserves the right to determine the extent to which the Recipient may use FTA's electronic management system to execute legal documents pertaining to FTA Projects.
- b. TEAM System Terminology. The Recipient and FTA agree that the terms used by FTA in its current Transportation Electronic Award and Management (TEAM) system do not necessarily reflect, and are not intended to be treated as, the exclusive evidence of such matters as Project, its scope, activities, and so forth include, except to the extent FTA so states in writing. FTA reserves the right to treat information other than that reflected in its current TEAM system as determinative of what constitutes the "Project," "Scope of the Project," and "Project Activities."

#### Section 59. Information Obtained Through Internet Links.

Although this Master Agreement may include electronic links to Federal laws, regulations, and directives, FTA does not guarantee the accuracy of information 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 directive, and might be inaccurate. Thus, information obtained through such

270

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 60. Severability.**

The Recipient agrees that if any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal laws or regulations.





**RIDER A**

293

RIDER A  
Federal Transit Administration Clauses

1. FLY AMERICA REQUIREMENTS (49 U.S.C. § 40118; 41 CFR Part 301-10);

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

- a. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS (49 U.S.C. 5323(j); 49 CFR Part 661);

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

- a. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date Dec. 20, 2010

Signature 

Company Name Veolia Transportation Services, Inc.

Title Richard Alexander, Senior Vice President

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

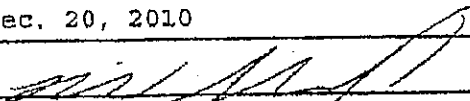
Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date Dec. 20, 2010

Signature 

Company Name Veolia Transportation Services, Inc.

Title Richard Alexander, Senior Vice President

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**2. CHARTER BUS REQUIREMENTS (49 U.S.C. 5323(d); 49 CFR Part 604)**

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

295

- a. The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

4. SCHOOL BUS REQUIREMENTS (49 U.S.C. 5323(F); 49 CFR Part 605):

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

- a. Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

5. CARGO PREFERENCE REQUIREMENTS (46 U.S.C. 1241; 46 CFR Part 381):

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

- a. **Cargo Preference - Use of United States-Flag Vessels** - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

6. SEISMIC SAFETY REQUIREMENTS (42 U.S.C. 7701 et seq. 49; CFR Part 41):

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

- a. The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7. ENERGY CONSERVATION REQUIREMENTS (42 U.S.C. 6321 et seq.; 49 CFR Part 18):

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

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

8. CLEAN WATER REQUIREMENTS (33 U.S.C. 1251):

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. BUS TESTING (49 U.S.C. 5323(c); 49 CFR Part 665):

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

- a. **Bus Testing** - The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:
  - 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
  - 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
  - 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
  - 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: Dec. 20, 2010

Signature: \_\_\_\_\_

Company Name: Veolia Transportation Services, Inc.

Title: Richard Alexander, Senior Vice President

**10. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS (49 U.S.C. 5323; 49 CFR Part 663):**

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

- a. **Pre-Award and Post-Delivery Audit Requirements** - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT**

*(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)*

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: Dec. 20, 2010

Signature: \_\_\_\_\_

Company Name: Veolia Transportation Services, Inc.

Title: Richard Alexander, Senior Vice President

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

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

Signature: \_\_\_\_\_

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

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

**11. LOBBYING** (31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20):

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

- a. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making



~~of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement~~

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

~~This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.~~

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

12. ACCESS TO RECORDS AND REPORTS (49 U.S.C. 5325; 18 CFR 18.36 (l); 49 CFR 633.17:

FTA does not require the inclusion of these requirements in subcontracts.

The following access to records requirements apply to this Contract:

- b. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(l), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized

representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- c. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- d. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- e. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- f. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- g. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- h. FTA does not require the inclusion of these requirements in subcontracts.

### 13. FEDERAL CHANGES (49 CFR Part 18):

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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

### 14. BONDING REQUIREMENTS

Bonding requirements flow down to the first tier contractors.

a Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

b. Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is more than \$5 million.

If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

c. Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the County's interest.

(a) The following situations may warrant a performance bond:

- 1. County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
- 2. A contractor sells assets to or merges with another concern, and the County, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
- 3. Substantial progress payments are made before delivery of end items starts.
- 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- 1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the County determines that a lesser amount would be adequate for the protection of the County.
- 2. The County may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The County may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is increased

d. Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The County shall determine the amount of the advance payment bond necessary to protect the County.

e. Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The County shall determine the amount of the patent indemnity to protect the County.

f. Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the County, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the County, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the County. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

15. CLEAN AIR (42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18):

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§.7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- j. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. RECYCLED PRODUCTS (42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873):

These requirements flow down to all contractor and subcontractor tiers.

- a. **Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(i)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known) or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained



under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the

registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be

grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.

1001.

#### 18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:

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

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

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

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

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

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

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS (31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307)

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION (49 U.S.C. Part 18; FTA Circular 4220.1F):

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision):** The County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid the Contractor. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same, and dispose of it in the manner the County directs.
- b. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the County that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the County, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. **Opportunity to Cure (General Provision):** The County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the County setting forth the nature of said breach or default, the County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. **Waiver of Remedies for any Breach:** In the event that the County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the County shall not limit the County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (Professional or Transit Service Contracts):** The County, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- f. **Termination for Default (Supplies and Service):** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the County may

terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

- h. **Termination for Default (Construction):** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the County may terminate this contract for default. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the County may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the County in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

- I. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the County, acts of another Contractor in the performance of a contract with the County, epidemics, quarantine restrictions, strikes, freight embargoes; and
- II. the contractor, within [10] days from the beginning of any delay, notifies the County in writing of the causes of delay. If in the judgment of the County, the delay is excusable, the time for completing the work shall be extended. The judgment of the County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the County.

- i. **Termination for Convenience or Default (Architect and Engineering)** The County may terminate this contract in whole or in part, for the County's convenience or because of the failure of the Contractor to fulfill the contract obligations. The County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the County, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the County may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the County.

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

- j. **Termination for Convenience or Default (Cost-Type Contracts)** The County may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the County or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the County, or property supplied to the Contractor by the County. If the termination is for default, the County may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County and the parties shall negotiate the termination settlement to be paid the Contractor.

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

If, after serving a notice of termination for default, the County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) (2 CFR Part 180.2 CFR Part 1200):**

- a. This contract is a covered transaction for purposes of 2-CFR Part 180.220 and 2 CFR 1200.220. As such, the contractor is required to verify that none of the contractor, its

principals, as defined at 2 CFR 180.995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.935, 180.940 and 180.945.

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

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

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Certificate of Compliance

The proposer \_\_\_\_\_ hereby certifies that none of the contractor, its principals, or affiliates, are not presently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving Federal contracts.

The proposer \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification. In addition, the Contractor understands that the provisions of 31 U.S.C. A 3801, et seq., are applicable thereto.

\_\_\_\_\_  
Signature of Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

23. PRIVACY ACT (5 U.S.C. 552):

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

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

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

285



~~(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.~~

24. CIVIL RIGHTS REQUIREMENTS (29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

The following requirements apply to the underlying contract:

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

25. BREACHES AND DISPUTE RESOLUTION (49 CFR Part 18; FTA Circular 4220.1F):

The Breaches and Dispute Resolutions requirements flow down to all tiers.

- a. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County shall be binding upon the Contractor and the Contractor shall abide by the decision.
- b. **Performance During Dispute** - Unless otherwise directed by County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the County is located.
- e. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

26. PATENT AND RIGHTS IN DATA (37 CFR Part 401; 49 CFR Parts 18 and 19):

The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

- a. **Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:
  - 1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer

memory printouts, and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

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

II. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

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

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

III. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

IV. Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the

scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

- V. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  - VI. Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
  - VII. Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
3. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in 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 C.F.R. Part 401.
  4. The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b. **Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:
1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
  2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in 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 C.F.R. Part 401.

3. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215):

These provisions are applicable to all contracts and subcontracts at every tier.

- a. **Transit Employee Protective Provisions.** (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b) and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for these projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2) and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- b. The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE) (49 CFR Part 26):

- a. This contract may be subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Proposers must notify the County in the event that the Proposer is including subcontracting in its proposal, in order to determine the contract goal for this procurement. The County DBE officer will set the County DBE goal for all procurements, which will include all competitive procurements under the contract issued pursuant to this RFP.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:
1. The names and addresses of DBE firms that will participate in this contract;
  2. A description of the work each DBE will perform;
  3. The dollar amount of the participation of each DBE firm participating;
  4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
  5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
  6. If the contract goal is not met, evidence of good faith efforts to do so.

Bidders must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the contractor may not hold retainage from its subcontractors.
- e. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

29. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F):

The incorporation of FTA terms has unlimited flow down.

- a. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause the county to be in violation of the FTA terms and conditions.

30. DRUG AND ALCOHOL TESTING (49 U.S.C. §5331; 49 CFR Part 655)

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR Part 655, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

a. Drug and Alcohol Testing Option 1:

The contractor agrees to:

- (a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 655.

b. Drug and Alcohol Testing Option 2:

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of New York, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 31st and to submit the Management Information System (MIS) reports before March 1st to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" 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. Drug and Alcohol Testing Option 3:

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of New York, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The contractor agrees further to certify annually its compliance with Part 655 before January 31st and to submit the Management Information

System (MIS) reports before March 1st to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 655; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).



**RIDER B**

304

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies,

equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of

the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will

June, 2011

indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**  
In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**  
Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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NASSAU CO. ATTORNEY

310