COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
Fax (251) 580-2500
www.baldwincountyal.gov

MEMBERS
DISTRICT 1. JAMES E. BALL
2. JOE DAVIS, III
3. BILLIE JO UNDERWOOD
4. CHARLES F. GRUBER

September 21, 2021

Via Mobility, LLC.
ATTN: Zachary Wasserman
10 Crosby Street, Floor 2
New York, NY 10013

RE: Extension and Amendment of Contract for Professional Services with Via Mobility, LLC for Provision of Innovative Software Services for BRATS

Dear Mr. Wasserman:

The Baldwin County Commission, during its regularly scheduled meeting held on September 21, 2021, took the following actions:

1) Approved an *Extension and Amendment of the Contract for Professional Services* between the Baldwin County Commission and Via Mobility, LLC originally approved June 16, 2020, for the provision of innovative software services; and

2) Authorized me, as Chairman, to execute the *Extension and Amendment of the Contract for Professional Services* and any other related documents.

The term of said *Contract* shall commence on October 1, 2021, and shall terminate upon the expiration of twelve (12) months. Amendments to the *Contract* include the reduction of the monthly fee from $16,500.00 per month to $13,500.00 per month and the addition of the "Via Advertising Solution" at no additional cost.

Enclosed is a **fully executed <u>original</u>** *Contract* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4620 or Ann Simpson, Director of Transportation, at (251) 972-6817.

Sincerely,

JOE DAVIS, III, Chairman
Baldwin County Commission

JD/clc Item BD1

cc: Asa King (via email only - asa.king@ridewithvia.com)
Ann Simpson

ENCLOSURE(S)

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EXTENSION AND AMENDMENT OF THE CONTRACT FOR PROFESSIONAL SERVICES

1. Purpose; Scope

Each of Via Mobility LLC, a Delaware company with its principal office located at 10 Crosby Street, Floor 2, New York, New York 10013 ("**Via**"), and Baldwin County Commission ("**Customer**"), hereinafter the "**Parties**," entered into an agreement titled Contract for Professional Services (the "**Agreement**") and a service order titled Baldwin County Deployment Service Order (the "**Original Order**"), dated June 18, 2020. By this Extension and Amendment Agreement ("**Extension**") the parties agree towards continued collaboration of operation of the services provided under the Original Order. The Parties further agree to amend the fees paid by Customer to Via for the use of Via's software, and that Via shall develop and deploy specific capabilities within its software for Customer's benefit.

Amendment

2. Duration

This Extension shall extend the period of performance of the Agreement by a period of twelve months, from October 1, 2021 until September 30, 2022 (inclusive). The Effective Date of this Extension shall be October 1, 2021.

3. Fees

Starting on October 1, 2021, and continuing through September 30, 2022, Customer shall pay to Via the following Monthly Fees, reflecting a minimum of 25 vehicles at the rates detailed below:

Fee Category	Fee Per Vehicle Per Month	Charges Per Month	Invoicing Terms
Monthly Fees (Per Vehicle) for vehicles 1-20, inclusive **(Guaranteed)**	$550	$11,000	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for vehicles 21-25, inclusive **(Guaranteed)**	$500	$2,500	Invoiced monthly by Via
Monthly Fees (Per Vehicle) for any additional vehicles above 25 **(As used)**	$450	as used	Invoiced monthly by Via
Total for 12 months	$162,000 (minimum, excluding additional vehicles above the 25-vehicle monthly minimum, and any additional services)		

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input to service in the Deployment by Customer that use the Via solution on any given day over the course of the applicable calendar month; and (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be prorated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via solution was available to be used for the Deployment.

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The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. Product Enhancements

Via commits to make all commercially reasonable efforts to deliver the following capabilities within its software platform within the contract year. Via agrees to communicate with Customer on an ongoing basis regarding the timeline for these capabilities, and to collaborate with Customer regarding the prioritization of these capabilities as relevant.

- **Trip Editing:** Edit the total number of passengers on a trip booking after the booking has been made, without cancelling the original booking;
- **Fixed Routes:** Provide recurring trips at fixed times, from predetermined locations, along a fixed route, for students at designated private schools in Baldwin County; and along the "Baylinc" route from eastern Baldwin County to a predetermined point in downtown Mobile, Alabama;
- **Fixed/Flexible Driver Breaks:** Designate driver breaks in the "Via Operations Center (VOC)" as either "fixed" (system cannot change or edit break automatically) or "flexible" (the system may change or edit the time of the break within established parameters so as to make the Deployment function more efficiently).

5. Via Advertising Solution

During this period of the service, Customer and Via will implement an advertising program. Via will make reasonable commercial efforts to generate revenue by selling advertising to be displayed by various advertising manners, including but not limited to on or in vehicles utilized during the Deployment. All advertising will be consistent with the Advertising Policy and Guidelines as amended from time to time, which is attached hereto and made part hereof, in Annex 1.

All advertising revenue collected by Via during the preceding calendar month will be credited to Customer on the next invoice against any amounts owed to Via by Customer. Prior to making the credit, Via will take a 15% management fee from the advertising revenue collected.

Via will collect revenue on behalf of Customer, from the display of any advertising and media content, at the rates listed below:

A. In-vehicle screen: $72 per vehicle per month (net of Via's management fee);
B. Partial Vehicle wrap: rate will vary based on campaign length, design choice, seasonality, number of vehicles participating in the campaign.

The rates set out above are subject to Customer ensuring that a vehicle averages 30 hours of shift/screen time per month. Should a vehicle run for fewer hours, the rates shall apply pro rata.

In the event Customer receives an appeal of any decision not to run a specific advertisement, Customer shall provide prior written notice (e-mail acceptable) to Via of the appeal and of its ultimate decision.

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Customer will be responsible for making vehicles available to Via or its third-party advertising partner for purposes of installing and removing advertising materials as applicable. It is expected that all installation/removal instances will occur outside service hours so as not to impact the Deployment.

Customer agrees that Via, either directly or through its third-party advertising partner(s) will be permitted to install hardware into the vehicles for purposes of displaying advertising messaging to riders using the Deployment.

As part of their ongoing operating responsibilities, Customer may interact with advertising equipment such as tablets or vehicle wraps and agrees to do so in accordance with the Advertising Equipment Care Guidelines provided in Annex 2. Customer acknowledges that failure to follow the Advertising Equipment Care Guidelines may lead to a reduction in advertising revenue as ads may not display properly.

Customer may be asked to provide data-reporting on a per-vehicle basis in order to allow Via to reconcile advertising fees to be paid when such fees are predicated on vehicles being in market for a minimum number of service hours per month. If such per-vehicle reporting is requested by Via, Customer will promptly provide such requested information to Via. Customer acknowledges that failure to provide per-vehicle reporting may impact Via's ability to reconcile advertising revenue and ensure collection and remittance to Customer as otherwise noted above.

6. Conflict of Terms.

Unless otherwise stated, all terms and conditions contained in the Original Order are also applicable to this Extension. If a term contained in this Extension is in conflict with the terms of the Original Order, the specific term in this Extension shall take precedence. Any term or condition in the Original Order, including all Appendices not affected by this Extension, shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have caused this Extension and its accompanying Exhibits to be executed in duplicate as of the Effective Date.

VIA: VIA MOBILITY, LLC	**CUSTOMER: Baldwin County Commission**
DocuSigned by: Zachary Wasserman 2143E6FA53634E3...	Joe Davis, III
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE
Zachary Wasserman	Joe Davis, III
PRINTED NAME	PRINTED NAME
Manager	September 21, 2021
TITLE	DATE SIGNED
8/31/2021	Chairman
DATE SIGNED	TITLE

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Annex 1: Customer Advertising Guidelines

VIA BRATS RIDESHARE SERVICE ADVERTISING GUIDELINES

Allowed ads

- **Commercial ads.** These promote a commercial transaction or an advertiser's brand.
- **Governmental notices.** These are from BRATS or are paid for by the federal, state, county, or city government.
- **Public service announcements.** These are from government or nonprofit entities that are informational and relate directly to education, arts or culture, the prevention or treatment of illnesses, and other similar categories in BRATS.

Ads that do not fall under these three categories will not be allowed. Ads that abide by the guidelines above can still be prohibited for other reasons as outlined below. BRATS reserves the right to remove ads that we find violate our rules at any time.

Prohibited Ads

- **All tobacco products, electronic cigarettes** and non-tobacco products or services that share a name, emblem or other feature with a tobacco product, rolling papers and filters.
- **Political ads**. This includes ads that promote or oppose a political party, a candidate, a ballot referendum, political fundraising, political position, or changes to public policy.
- **Public issue ads**. This includes ads that express or advocate an opinion, position or viewpoint on matters of public debate such as economic, religious or social issues.
- **Comply with applicable law**. Ads shall comply with applicable federal, state and local advertising and regulatory laws including the Federal Trade Commission Act and the FD&C Act.
- **Disruptive or harmful ads**. Advertising must not contain material that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system. Examples of harm, disruption and interference include, but are not limited to, vandalism, violence, and reduced ridership.
- **False, deceptive, or misleading ads**. Ads must be truthful. False, deceptive, or misleading ads are not permitted.
- **Illegal activity, lawlessness, violent action**. Ads must not advocate or promote illegal activity, imminent lawlessness, or violent action. Ads must not contain images or descriptions of violence, lawlessness, or illegal activity 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 of violence or harm on a person or animal.
- **Nudity, sexual or obscene content**. Ads must not contain or depict legally obscene material, nudity, sexual subject matter, or any material that the average adult, applying contemporary community standards, would find appeals to the prurient interest.
- **Profanity**. Ads must not contain profanity or implied profanity.

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BRATS reserves the right to reject advertising if advertising space is unavailable due to the campaign format or limited advertising inventory. All of the provisions of the guidelines shall be deemed severable.

How the review process works

BRATS relies on a Third Party Vendor (Vugo) for the initial review of ads. Advertisers may contact such Third Party Vendor to verify whether your ads comply with BRATS's rules. BRATS reserves the right to approve or reject all advertising, and their manner of presentation in accordance with these guidelines regardless of whether the advertising was previously approved by Vugo. Reasonable proof or clarification of statements contained in any advertisement may be required by BRATS or its Third Party Vendor.

The Third Party Vendor shall approve or reject the ad in accordance with the advertising guidelines set forth above (the "Initial Decision) no later than 30 days after the date the advertiser submits its proposed ad. If the ad is rejected, the Third Party Vendor shall send written notice of the Initial Decision to reject the ad to the firm or organization that submitted the proposed ad. The written notice of the Initial Decision shall state the reason the ad was rejected and inform the firm or organization of its right to appeal the Initial Decision.

Appeal

An advertiser may appeal the initial decision made on the acceptability of an ad to the County Director of Transportation, or their designee. A letter requesting an appeal of the Initial Decision must be filed with BRATS, Attn: Ann Simpson, Director of Transportation, BRATS, 312 Courthouse Sq., Suite 12, Bay Minette, AL 36507 no later than the tenth (10th) day after the Initial Decision was issued. After receiving an appeal, BRATS Director of Transportation shall immediately forward it to the County Administrator or his or her designee for review. The decision of the County Administrator or his designee shall be final.

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Annex 2: Advertising Equipment Care Guidelines

In-Vehicle Screens

Maintenance of Displays:

In-vehicle displays either replace an existing headrest, affix to an existing headrest, or fasten to the interior vehicle roof or front wall to ensure viewability. In these cases, wires run through the passenger seat and connect to a power supply under the seat. Customer shall contact Via to alert of issues that may arise such as, but not limited to, a screen not powering on, so that maintenance can be performed in a timely fashion.

Cleaning / Washing Interior of Vehicles

During routine interior vehicle cleaning, Customer may wash the in-car screens, but shall avoid using any corrosive cleaning solutions, which can negatively impact the integrity of the screens. Most standard in-car cleaning solutions are acceptable. Customer acknowledges that screens must be wiped down during routine vehicle cleaning. If the screens are located behind a partition, that partition must be kept clean and clear so that the display is visible for passengers.

There will be minimal wires exposed under the front passenger seat. These wires are safe to touch as they are fully insulated, however, please avoid tugging or pulling on wires (e.g., during cleaning), as it could impact screens' power source.

Vehicle Wraps

Instructions will be provided to Customer by Via on a campaign-by-campaign basis.

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State of Alabama)

County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This CONTRACT FOR PROFESSIONAL SERVICES (the "Contract") is made and entered into by and between Baldwin County, Alabama, acting by and through its governing body, the Baldwin County Commission (hereinafter, "CUSTOMER"), and Via Mobility, LLC, a Delaware limited liability company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 (hereinafter, "VIA").

WITNESSETH:

Whereas, the CUSTOMER manages the Baldwin Regional Area Transit System (BRATS), which is a federally funded public transportation provider; and

Whereas, the CUSTOMER was awarded funding from the Federal Transit Administration (FTA) for participation in the Integrated Mobility Innovation (IMI) Program to create one of the nation's first rural, fully on-demand public transit system (hereinafter referred to as "PROJECT") which will involve testing and deploying technology to accommodate long-distance interzone trips; and

Whereas, the PROJECT will deploy cutting edge, on-demand technology that will require configuration for CUSTOMER's specific needs for utilization in the BRATS service area; and

Whereas, the PROJECT will require the technical services of a person or persons who possess a computer engineering degree, or who are considered to be computer engineers based on their technical knowledge or skill; and

Whereas, the requirements of the PROJECT are such that it is not possible to competitively bid out these professional services using technical specifications, and any specifications that could be generated would not be sufficiently definite to allow potential bidders to prepare bids intelligently or for the CUSTOMER to adequately compare the bids received; and

Whereas, the IMI Program permits applicants to name "Key Partners" who are essential to the project and allows for a noncompetitive award under the federal procurement requirements for the services provided by the Key Partners; and

Whereas, Via is an industry leader in mobility on demand ridesharing technology, whose team of software engineers and project managers has guided public and private partners around the world through complex mobility on demand transit software deployments, desires to partner with the CUSTOMER as a Key Partner on the Project to create one of the first fully on demand rural transit systems in the United States and provide access to the necessary technology for such a system ("Services"); and

Whereas, the CUSTOMER finds that the PROJECT requires essential professional computer and engineering services that meet one or more of the requirements of ALA. CODE § 41-16-51 which governs contracts for which competitive bidding is not required.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, Via and CUSTOMER agree as follows:

1. Services. The CUSTOMER hereby retains, and VIA agrees to perform for the CUSTOMER, the Services including but not limited to, the Via Solution and the support and ongoing services as hereinafter set forth and as described in the Baldwin County Deployment Service Order, attached hereto as Exhibit A. VIA shall immediately commence performance of the Services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

A. The Via Solution is comprised of driver and rider software applications (each, an "Application") and certain system management tools and may also include certain additional software, data, data feeds, or other content owned by and licensed from third parties. While all the Applications are cloud-based, certain of them are deployed via download to handheld mobile devices used by riders or drivers, while others are installed on devices field-deployed by Customer to personnel and vehicles.

B. Subject to the terms and conditions herein, VIA will provide the Services, as set forth herein and in the Baldwin County Deployment Service Order attached hereto as Exhibit A (the "Service Order"). The Services will include all related services, functions or responsibilities not specifically described in this Contract, but that are required or reasonably necessary for the proper performance of the Via Solution in connection with Customer's fully on-demand rural public transportation network that Customer intends to operate, for the benefit of prospective and actual riders, using vehicles, equipment and services (including telecommunications and/or dispatch equipment and services), personnel, routes and other infrastructure it owns or otherwise controls. VIA will grant CUSTOMER, access, and use rights for the specific Applications and deployment types identified in the Service Order attached hereto.

C. VIA shall provide ongoing communications with CUSTOMER regarding Services provided hereunder, including, but not limited to, regular updates, emails, calls and reports. Additionally, VIA will meet with CUSTOMER as needed or requested.

D. VIA is responsible for the professional quality, technical accuracy, timely completion and coordination of all Services furnished by or in relation to this Contract, per CUSTOMER's cooperation.

2. Representations of VIA. VIA is retained by the CUSTOMER as a professionally-qualified contractor and VIA represents and warrants as follows:

A. VIA represents and warrants to the CUSTOMER that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the Services described in this Contract and the Service Order attached hereto as Exhibit A and future service orders, if any.

B. VIA represents and warrants that its services shall be performed within the limits and standards provided by the CUSTOMER, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

C. VIA represents and warrants that VIA is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the Services. VIA further represents and warrants that it shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of Services.

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D. VIA and CUSTOMER coordinated on the preparation of an application for participation in the IMI Program. The application package, attached hereto as Exhibit B, is incorporated herein by reference as documentation of VIA's representations regarding the Services hereunder.

E. The representations and warranties described above are a material inducement to the CUSTOMER in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the CUSTOMER's option.

3. Term. This Contract shall be effective for sixteen (16) months and shall be effective and commence immediately upon the same date as its full execution and shall terminate upon the expiration of sixteen (16) months thereafter unless terminated sooner as set forth in Paragraph 6 below. VIA and CUSTOMER may agree to renew the contract for up to three (3) additional one (1) year terms.

4. General Responsibilities of the CUSTOMER.

A. The CUSTOMER shall pay to VIA the compensation as, and subject to, the terms set out below.

B. Nothing in this Contract shall be construed as granting VIA any right or guarantee to be selected or exclusively retained to provide the Services to the County.

5. Ownership of Documents/Work. The CUSTOMER shall be the owner of all copyright and other intellectual property rights in reports, documents and all other deliverables produced and paid for under this Contract, including any derivative works thereof or improvements thereto (excluding, for the avoidance of doubt, VIA's pre-existing intellectual property and any derivatives of or improvements thereto), and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the CUSTOMER without payment of further consideration. VIA shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the Services, without the CUSTOMER's prior written consent, which may be withheld or granted in the sole discretion of the CUSTOMER.

For the avoidance of doubt, and notwithstanding anything to the contrary herein, no intellectual property will be conceived, created or furnished under this contract. All intellectual property rights in and to VIA's cloud-based solution (the "Via Solution") and all of its derivative works and improvements are owned by, and are proprietary to the Via, and no such rights are or shall be granted to or transferred to the CUSTOMER, other than the limited subscription, access and use rights to the Via Solution during the Term of this Agreement.

6. Termination of Contract. CUSTOMER or VIA may terminate this Contract upon the other party's material breach of the Contract provided that (a) the non-breaching party sends written notice to the breaching party describing the breach in reasonable detail; (b) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching party sends a second written notice indicating its election to terminate this Contract. In the event of termination, the CUSTOMER shall pay VIA for Services satisfactorily rendered and for any expenses incurred pursuant to this Contract prior to the date of termination and reimbursable in accordance with the Service Order.

7. Compensation. The compensation to be paid to the VIA shall be as provided in this Contract, the Service Order and any future service orders. Said compensation shall be all inclusive of, including without limitation, reimbursement of all costs, incidentals and operating expenses associated with those directly engaged in performance of Services hereunder. Any and all additional expenditures

or expenses of VIA not listed in full within this Contract or the Service Order shall not be considered as a part of this Contract and shall not be demanded by VIA or paid by CUSTOMER.

VIA understands that CUSTUMER has received a Letter of No Prejudice from the Federal Transit Administration providing pre-award authority for CUSTOMER to begin work on the Project prior to the CUSTOMER's execution of a Cooperative Agreement with the Federal Transit Administration. CUSTUMER understands that compensation for work performed prior to the execution of the Cooperative Agreement is subject to the full execution of the Cooperative Agreement, and all applicable regulations regarding eligible expenses. If the Cooperative Agreement is not executed for any reason VIA will not receive any payment for any expenses incurred or any work performed under this Agreement or the attached Exhibit A. If any expense related to work under this Agreement or the attached Exhibit A is deemed ineligible for any reason, VIA will not receive payment for the ineligible expense.

8. Method of Payment. VIA shall submit invoices to the CUSTOMER for payment for work performed in accordance with the Service Order. Such invoice shall be accompanied by a detailed account of compensation to be paid to VIA. Payment shall be made by the CUSTOMER within thirty (30) days of the submission of the invoice by VIA. The CUSTOMER agrees to review and approve invoices submitted for payment in a timely manner.

9. Indemnification. VIA shall indemnify, defend and hold the CUSTOMER, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Paragraph as "CUSTOMER") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon CUSTOMER, as a result of the gross negligence or willful misconduct of VIA, its agents, representatives, employees, members, managers, or contractors (collectively referred to in this Paragraph as "VIA"), any breach by VIA of any applicable law, data security or privacy obligations arising from performance of this Contract, or any action or omission of VIA related to or arising out of any failure of VIA to perform its obligations under this Contract. This indemnification shall survive the expiration or termination of this Contract. Notwithstanding anything to the contrary herein, the liability of either party under this Contract, by reason of breach or otherwise, shall be limited to the amount of fees payable to VIA hereunder as set forth on Exhibit A attached hereto.

10. Insurance. Prior to performing Services pursuant to this Contract, VIA shall carry, with insurers satisfactory to CUSTOMER, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000.00, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the Services. All liability insurance shall name the CUSTOMER as an additional insured. Prior to commencing VIA's Services hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to CUSTOMER, shall be furnished to CUSTOMER, which shall specifically state that such insurance shall provide for at least thirty (30) days' notice to CUSTOMER in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against the CUSTOMER and its representatives. Should VIA fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, CUSTOMER may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold VIA in material default and pursue any and all remedies available.

For the avoidance of doubt, VIA will not provide insurance coverage for the operation of the CUSTOMER and its representatives of any vehicles.

11. No Exclusive Agreement Franchise. By executing this Contract, the CUSTOMER does not in any way grant VIA an exclusive agreement for Services or an exclusive franchise. VIA expressly acknowledges and agrees that the CUSTOMER may enter into agreements with other providers as deemed necessary by the CUSTOMER in its sole discretion.

12. Confidentiality. VIA acknowledges that in the course of providing its Services hereunder, VIA may become privy to valuable information of a confidential and proprietary nature relating to the CUSTOMER's activities. All information VIA becomes privy to as a result of this Contract should be treated as confidential and shall not be divulged by VIA to any third person or entity without the express written consent of the CUSTOMER.

13. Warranties. VIA warrants that: (i) from the effective date of this Contract until the expiry or termination of this Contract, its Services hereunder will comply in all material respects with this Contract and with the Service Order; (b) the Services will be carried out in a competent and professional manner; (c) it has, and shall continue to have, all rights, consents and authorizations necessary to enable it to perform the Services in accordance with the provisions of this Contract and the Service Order; (d) it has not included or used any open-source software in the Via Solution which would prevent the Customer from exercising use rights over the Via Solution as contemplated by this Contract or the Service Order; (e) the Via Solution is free from any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices, in each case that would substantially impair its operation; and (f) to VIA's knowledge, there are currently no actions, suits or proceedings or regulatory investigations alleging the infringement of third-party intellectual property rights by VIA pending before any court or administrative body or arbitration tribunal that might adversely affect the ability of VIA to meet and carry out its obligations under this Contract. In the event the Services to be provided hereunder fail to perform as warranted in this Paragraph, VIA shall use commercially reasonable efforts to promptly correct any such failure of its Services hereunder.

14. Legal Compliance. VIA shall at all times comply with all applicable federal, state, and local laws and regulations.

15. Independent Contractor. VIA acknowledges that it is an independent contractor, and VIA shall at all times remain as such in performing Services under this Contract. VIA is not an employee, servant, partner, or agent of the CUSTOMER and has no authority, express or implied, to contract for or bind the CUSTOMER in any manner. The parties agree that VIA shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods as it deems necessary and appropriate in providing Services, and that the CUSTOMER's interests herein are expressly limited to the results of VIA's Services. VIA is not entitled to unemployment insurance benefits, and VIA is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

16. Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by VIA without the prior written consent of the CUSTOMER, which may be withheld or granted in the sole discretion of the CUSTOMER.

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17. Notice. Any notice required herein shall be in writing, unless otherwise agreed by the parties in writing, and said notice shall be deemed effective when received at the following addresses:

VIA: Via Mobility, LLC
160 Varick Street
Floor 4
New York, NY 10013

CUSTOMER: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

18. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the same effect and enforceability as all other provisions herein.

19. Federal Clauses. VIA acknowledges that CUSTOMER is required to comply with certain federal requirements with respect to Federal Transit Administration funded programs. Attached hereto as Exhibit B is a list of additional Federal Clauses which are hereby expressly made a part of this Agreement. The parties agree that, in the event of an inconsistency between a provision contained in this Agreement and a provision contained in the Federal Clauses attached hereto as Exhibit B, then, to the extent such provision in Exhibit B is applicable to this particular FTA program (and unless otherwise set forth in this Clause 19), then the provision in Exhibit B shall govern. (and unless otherwise set forth in this Clause 19), then the provision in Exhibit B shall govern. Notwithstanding anything set forth in Exhibit B, Customer may terminate this Agreement for convenience only upon providing sixty (60) days prior written notice. For the avoidance of doubt, the parties acknowledge that the services provided by Via do not constitute experimental, developmental, or research work.

20. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

21. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

22. Governing Law, Venue and Jurisdiction: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Proper venue for any action arising under or related to this Contract shall lie in the Circuit Court of Baldwin County, Alabama.

23. Dispute. If any dispute arises under the terms and conditions of this Contract, the prevailing party in such dispute shall be entitled to reasonable attorney's fees and costs. Furthermore, VIA and CUSTOMER each agree and acknowledge this Contract has been mutually negotiated by both parties.

24. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity,

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illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

25. Entire Agreement. This Contract represents the entire and integrated agreement between CUSTOMER and VIA and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

26. Failure to Strictly Enforce Performance. The failure of the CUSTOMER to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by VIA as constituting, a default or be construed as a waiver or relinquishment of the right of the CUSTOMER to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the CUSTOMER as written below.

NOTARY AND SIGNATURE PAGES TO FOLLOW

CUSTOMER:

Billie Jo Underwood 6/18/2020

BILLIE JO UNDERWOOD, Chairman /Date

ATTEST:

6/18/20

WAYNE DYESS, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, Keri Green , a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the 18th day of June, 2020.

Keri Green

Notary Public

My Commission Expires:

KERI GREEN
My Commission Expires
January 31, 2024

VIA:

VIA MOBILITY, LLC

DocuSigned by:
Erin Abrams / 6/17/2020
By Erin Abrams /Date
Its Manager

State of New York)
County of New York)

I, Michael Frenkel, Notary Public in and for said County and State, hereby certify that Erin Abrams as Manager of VIA MOBILITY, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said VIA MOBILITY, LLC.

GIVEN under my hand and seal on this the 17 day of June 2020, 2020.

Notarized online using
audio-visual communication.

DocuSigned by:
Michael Frenkel
Notary Public
My Commission Expires: 11/25/2023

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

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EXHIBIT A
TO PROFESSIONAL SERVICES CONTRACT

BALDWIN COUNTY DEPLOYMENT SERVICE ORDER

1. *Purpose; Scope*

By this service order (the "**Order**"), Via Mobility LLC, a Delaware limited liability company with its principal office located at 160 Varick Street, Floor 4, New York, New York 10013 ("**Via**"), and Baldwin County ("**Customer**") agree to collaborate towards the operation by Customer of a deployment of an on-demand shared ride service (the "**Deployment**") in a geographic area in Baldwin County, Alabama.

The Deployment will be based on Customer's successful grant application to the Federal Transit Administration's (FTA) Integrated Mobility Innovation (IMI) Program. For purposes of the Deployment, Via will provide (in accordance with and subject to the Terms):

(a) The use of the standard Via Solution, which is comprised of the following:

Technology	Description
Rider Application	Downloadable co-branded rider iOS and Android apps which allow riders to book on-demand and pre-scheduled shared rides, with distinct service parameters depending on trip origin or destination. The app will be co-branded as "Powered by Via" in a prominently displayed banner headlined by the Customer name/logo.
Driver Application	Downloadable driver iOS and Android application that directs the driver turn by turn.
Backend Administration Tools	Cloud-accessed dispatch, monitoring and customer service tools that allow Customer to run the on-demand and prescheduled shared ride service.
Analytics Tools and Reporting	As described in the Data Sharing Appendix 1;
Ongoing Technical, Operational and Marketing Support	As described in 1.(b), Support Services;

(b) The following Support Services:

i. Installation Services until up to four weeks after launch of the Deployment:

Installation Services	Description*

Localization for new city	Build detailed map, input traffic model, define service zone, including pickup and drop-off points; update rider and/driver apps; localize dynamic vehicle routing and real-time passenger aggregation algorithm; configure backend (billing, payment, and database);
Testing and quality assurance	Remote and on-the-ground testing of all Via systems before launch
Assist with development of launch model	Assist Customer to build a launch plan and customer acquisition strategy
Train local personnel and oversee launch	Provide instruction for drivers, dispatchers, and managers on Via's best practices; onsite and remote launch support (travel costs excluded)

Additional configuration	As included in Customer's IMI grant application, Via will provide additional configuration support to ensure a successful deployment. This includes:
	• Establishment of distinct service zones in major population centers within Customer's deployment zone, enabling three distinct trip types:
	  ○ Intrazone: Trips entirely within one of the high-density zones
	  ○ Interzone: Trips to and from any of the high-density zones
	  ○ Outer-zone: Trips starting/ending in one of the high-density zones to an area outside of the zone, but within Baldwin County
	• Algorithm configuration to establish separate service parameters
	• Vehicle tag configuration to support distinct trip logic

* Customer shall reimburse all travel expenses of Via personnel for purposes of the Deployment. Installation-related services described above will initially be performed remotely, and pending safe travel conditions, in person by Via personnel for a limited period around the time of launch. Thereafter, services will continue to be performed remotely as applicable, provided that Via personnel can be sent to Customer's location for additional trips upon reasonable request.

Due to the outbreak of COVID-19 in the United States as of the time of this contract, any on the ground support will be contingent on safe travel to and from Customer service area.

ii. Ongoing Services following the fourth week after launch of the Deployment, which are included in the Fees up to the amounts set forth below:

Ongoing Services	**Description**	**Amount**
Operational Support and System Adjustments	• **Virtual bus stop architecture and map maintenance:** quality assurance and update of optimal pickup points • **Fleet optimization and essential service adjustments:** adjustments to dynamic and	Up to 10 hours/month

	predictive routing algorithm	
Expert Consulting Services	• **Marketing and growth:** Including help setting up complex promotions, review and assistance for third-party marketing tools included in Via's marketing tech stack, as applicable • **Operations:** Including supply optimization analysis, payment & fraud investigation, and business case/unit economics analysis • **Service expansion:** Including feasibility analysis for expansions in service or additional on-demand projects	Up to 5 hours/month
Ridership Operations Consulting	Analysis of ridership trends across different zones and during different timeframes. Analysis of riders sensitivity to wait times, walking distances, and price. Assistance developing pricing schemes, referral promotions, pass offers to incentivize ridership Optimization of algorithmic parameters to better match supply to demand by geography and time of day	Up to 10 hours in the Initial Term, conditional on a signature of this document by June 30th, 2020
Data Sharing	As set forth in Appendix 1	No maximum
Automatic product upgrades	Via will continuously improve the software platform for this service based on data analytics and lessons learned across all of Via's global deployments. Via will regularly upgrade systems to improve the product in response to service performance metrics and user feedback across all Via deployments. Via's technology team continuously updates and maintains the software; Customer will not need to install updates or pay additional fees for system maintenance.	No maximum
Cloud hosting and third-party tools	Amazon Web Services, Twilio, analytics and communications software tools (excluding third party payment processor)	No maximum
Tech Support and Maintenance**	Dedicated customer success Via point of contact will use commercially reasonable efforts to respond within one business day for non-critical issues (upon receipt of a detailed description of the issue as requested by Via) and to ensure that assistance is provided within a reasonable time frame. Via will also provide Customer with an appropriate channel for	No maximum

	alerting Via to system outages or other critical issues, with respect to which Via will provide emergency assistance both during and outside of the normal hours set forth above.	

Via will use commercially reasonable efforts to notify Customer if Customer is within 1 hour of exceeding capped hourly limit on Product Maintenance and/or Consulting Services.

** At the start of the project, Via will direct Customer towards the relevant CRM tools to log requests. In order to trigger a Product Maintenance request, requests for product maintenance must contain detailed information about the nature of the request. If the request is for an additional feature, it will be subject to the "additional features" costs and timeline as set forth below.

iii. If applicable, the following Additional Services in accordance with the Terms for the following additional Fees:

Additional Services	**Description**	**Rate**
Zone Changes	Changes or expansions to the Deployment zone, or additional zone locations	$200/hour
Additional Features	Add access to powerful features, including a web-based booking portal, corporate account management dashboards, linkage to fixed route bus and train lines, and integration into third party travel planners and payment service providers	Per feature access fees available upon request;
Operational Support and System Adjustments	Additional support beyond the 10 hours/month capped rate specified above	$165/person/ hour
Expert Consulting Services	Additional support beyond the 5 hours/month capped rate specified above	$200/person/ hour

In accordance with the Terms, all fees set forth herein are exclusive of any applicable taxes, and are payable within thirty (30) days of receipt of invoice. All fees are shown in US dollars.

Customer will operate and manage the Deployment as set forth in the Terms, cooperate with Via in all respects and support Via's team by providing any useful local insights. Customer shall cooperate with Via as necessary for the purpose of setting up the Deployment and its specifications, including by providing prompt feedback to Via's inquiries, in order to meet mutually agreed upon deadlines.

2. ***Duration***

The duration of the Deployment shall last until the last day of the calendar month during which a period of 12 months following launch expires (the "**Initial Term**"), subject to extension by mutual agreement of the parties on terms to be agreed (including any increase in monthly fees for additional months).

3. ***Fees***

Customer shall pay to Via the following Fees:

Fee Category	Amount	Invoicing Terms
Installation Fee	$110,000	
Via In-Kind Contribution for Federal IMI Grant	$22,000	
Installation Fee (with In-Kind)	$88,000	
• First installment	50% ($44,000)	Payable upon signing of this Order
• Second installment	50% ($44,000)	Payable upon launch of the Deployment
Monthly Fees	$216,000 (minimum for 12 months)	
Via In-Kind Contribution for Federal IMI Grant	$18,000	
Monthly Fees (with In-Kind)	$198,000 (minimum for 12 months)	
• Per-Vehicle Fees	$16,500 minimum per calendar month, with a minimum of $550 per vehicle per month (i.e., 30-vehicles)	Invoiced monthly by Via
Total for 12 months	$286,000 (minimum excluding additional vehicles, Fees for any Additional Services, and travel expenses)	

For the avoidance of doubt, (i) the number of vehicles per month for purposes of the above fees shall be the maximum number of distinct vehicles input by Customer that use the Via Solution (ii) in the event the duration of the Deployment does not exactly match calendar months, monthly fees will be pro-rated for the first and/or last calendar months of the Deployment, as applicable, so that Customer will only be charged for the portion of such months during which the Via Solution was available to be used for the Deployment.

The above fees do not include any fees owed to the third party payment processor. Via will facilitate an introduction to its recommended payment processor and Customer is responsible for entering an agreement with such payment processor in order to be able to process credit card payments.

4. ***Branding***

The Deployment will be branded as BRATS On-Demand powered by Via. The "powered by Via" banner must be used only in the exact format provided by Via, and will be prominent on all assets promoting the Deployment, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. Via may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the Customer.

5. ***Marketing and Communications Planning and Execution***

Customer will maintain a high level of communication across its own Marketing and Communications/Public Relations teams, and the corresponding Via teams.

Customer and Via will work together in good faith on press announcements relating to the Deployment. This will include a joint press release to be reviewed and approved by both parties in advance of launch and/or service announcements. In the event it receives any inbound press reach out relating to the Deployment, Customer will notify Via if it has spoken to or will be speaking to media. Customer will direct any questions specifically about Via or the Via Solution directly to the Via Press Office.

Customer shall work collaborate with Via in good faith toward the creation by Via of case study relating to the Deployment, including by providing relevant information and quotes from relevant personnel within four (4) months of the launch date.

6. ***Relationship Managers***

- Via: Jason Starr; additional Expansion Team members designated by Via (the "**Via Manager**")
- Customer: Matthew Brown (the "**Customer Manager**")

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Appendix 1 to Exhibit A, Service Order

Data Sharing

Authorized Users - Contract

The below exhibit sets forth the members of the Customer's "Core Team" who are designated authorized users of the Via Solution and Deployment data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Terms.

Exhibit 1.

Core Team	
Title	Name
Director of Transportation	Matthew Brown
Operations Manager	Kathy Weeks
Fleet and Driver Manager	Ron Steward
Bookkeeper (NTD technician)	Tiffany Givens

Authorized Operators

Customer may not provide access to the Via Solution to any third party except with Via's prior written consent. In the event that Customer wishes to engage a third-party operator ("Operator") to operate the Deployment, Customer shall provide to Via a copy of an Operator Acknowledgement Form in the form required by Via, duly executed by such Operator, as a prerequisite for Via's allowing the Operator access to the Via Solution. For the avoidance of doubt, no Operator will be allowed access to the Via Solution without having signed the aforementioned Operator Acknowledgement Form.

Data Sharing Plan - Appendix

As part of the Deployment, Via will make below data available to members of the Customer's Core Team, for the purpose of research and program evaluation. The data to be shared will be uploaded to a Tableau server and protected by Via's VPN. Each of the individuals listed as members of the Core Team will be provided their own VPN credentials and team credentials for access to Tableau. Access to the Tableau server will be available through the VPN only and might require appropriate software to connect. Underlying data may not be shared through any other method. The data is considered trade secret by Via, and is subject to the confidentiality and other protective provisions set forth in the Terms.

To protect Via's intellectual property and the privacy of riders, Via will provide the following data tables and dashboards in the form of aggregated Tableau reports that will be provided for Customer's access. These reports will be refreshed daily. The reports are aggregated, deidentified and do not include any personal information of Riders.

In addition to the data outlined in this appendix, per the requirements for Federal IMI grant awardees, data under this service will be subject to a Data Management Plan (DMP), which Via and Customer will finalize in partnership with the Federal Transit Administration (FTA).

STANDARD REPORTING SET	
Data Point	**Level of Detail**

rider ID	per request
ride ID	per request
request date + time	per request and truncated to minute
request origin lat/long	per request and truncated to 3rd decimal
request destination lat/long	per request and truncated to 3rd decimal
pickup date + time	per request and truncated to minute
dropoff date + time	per request and truncated to minute
WAV	per request
number of riders per request	per request
ride distance (miles)	per request
ride duration (minutes)	per request
ride rating	per request
fare paid	per request
ride status (completed, no-showed, cancelled, not accepted, seat unavailable, out of zone, or out of hours)	per request
completed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
no-showed rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
cancelled rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA<5min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA between 5 and 10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
non-accepted rides with ETA>10min	daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
seat unavailable requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)

out of zone requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
out of hours requests	hourly, daily, weekly, monthly and avg. per hour (absolute # and % of all requests)
sessionized requests	daily, weekly, monthly and avg. per hour
utilization	hourly, daily, weekly and monthly
ETA (waiting time) (minutes)	per request, daily, weekly, monthly and avg. per hour
ETA error (lateness) (minutes)	daily, weekly and monthly
avg. walking distance to pickup (meters)	daily, weekly and monthly
supply hours	daily, weekly, monthly and avg. per hour
unique riders	daily, weekly and monthly
new unique riders (for the period selected)	daily, weekly and monthly
rider signups	daily, weekly, monthly and aggregated by date range selected
riders with no requests made	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with no ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 1 and 2 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 3 to 5 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 6 to 10 rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with 10+ rides taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)
riders with at least one ride taken	daily, weekly, monthly and aggregated by date range selected (absolute # and % of all rider signups)

Exhibit B - Federal Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000). Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Governmentfinanced 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. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US 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. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water – Applicability – All Contracts and Subcontracts over $150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Lobbying – Applicability – Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over $100,000 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.

Access to Records and Reports – Applicability – As shown below. These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000) The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.
3. 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 an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, 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.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000) Contractor shall 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 recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over $150,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties – Applicability – All contracts except micropurchases ($10,000 or less, except for construction contracts over $2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, 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 FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate. (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over $10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is $250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 recipient 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 recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its 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 recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient 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 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and compete 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. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.
Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:
1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.
If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make
an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contact or otherwise and contractor shall be liable for any additional cost incurred by the recipient. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice or

termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, 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 recipient determines that 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 contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government-Wide Debarment and Suspension (Nonprocurement) – Applicability – Contracts over $25,000 The Recipient agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," https:// www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the
Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements – Applicability – When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)
The following requirements apply to the underlying contract:
The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with 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, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5

Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer". (3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) 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,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding $250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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 implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) 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 federally funded programs or activities, (b) 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, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of "employer," (c) 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, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35, (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution – Applicability – All contracts over $250,000 Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of 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 ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the recipient and 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 residing State.

Rights and Remedies - 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 recipient 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.

Patent and Rights Data - Contracts involving experimental, developmental, or research work ($10,000 or less, except for construction contracts over $2,000).
Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third Party Participant produces a patented or patentable:

(a) Invention,

(b) Improvement, or

(c) Discovery,

(2) The Federal Government's rights arise when the patent or patentable information is:

(a) Conceived under the Project, or

(b) Reduced to practice under the Project, and

(3) When a patent is issued or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to:

(a) Notify FTA immediately, and

(b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and

(2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient's status or the status of any Third Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government's patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) 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, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information:

(1) Copyright. Whether or not copyrighted, and

(2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data":

(1) Include, but are not limited to:
(a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but

(2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement: (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but

(2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that:

(1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable,

(2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that:

(1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet,

(2) Other Reports. It must provide other reports pertaining to the Project that FTA may request,

(3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing,

(4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA,

(5) Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but

(6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

(1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and

(2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that:

(1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of: 1 The Federal Government's officers acting within the scope of their official duties,

2 The Federal Government's employees acting within the scope of their official duties, and

3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions. The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:

(1) Implies a license to the Federal Government under any patent, or

(2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:

(1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and

(2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by:

(1) The Freedom of Information Act, 5 U.S.C. § 552,

(2) Another applicable Federal law requiring access to Project records,

(3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over $10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is 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. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.
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 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 municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
c. If a separate contract goal has been established, 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.
d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
e. 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 recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.
f. The contractor must promptly notify the recipient 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 recipient.

Prompt Payment – Applicability – All contracts except micropurchases $10,000 or less, (except for construction contracts over $2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases ($10,000 or less, except for construction contracts over $2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOTrequired contractual provisions, as stated 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 request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition - In accordance with 49 U.S.C. $ 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture - Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities - Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

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

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

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

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

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

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply 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 with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. $ 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections - Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data - (NOT APPLICABLE TO THE TRIBAL TRANSIT PROGRAM) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to 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.

Geographic Preference - All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Federal Single Audit Requirements - For State Administered Federally Aid Funded Projects Only Non Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non Profit Organizations" (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments. Catalog of Federal Domestic Assistance (CFDA) Identification Number The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

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

Safe Operation of Motor Vehicles

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and (2) Including a "Seat Belt Use" provision in each third party agreement related to the Award. b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225), (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award, (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number - The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

The CFDA number for the Federal Transit Administration - Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," (replaced with 2 CFR Part 200,"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable) 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 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.

Organizational Conflicts of Interest - The Recipient agrees that it will not enter into a procurement that involves a real or apparent

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organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Erin Abrams , Manager hereby certify
(Name and title of official)

On behalf of Via Mobility LLC that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Via Mobility LLC

Type or print name: Erin Abrams

Signature of authorized representative: DocuSigned by: Erin Abrams F89EDB5082754FA... Date ___/___/ 6/17/2020

Signature of notary and SEAL: DocuSigned by: Michael Frenkel 887208644F2E419...

Notarized online using
audio-visual communication.

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Via Mobility LLC

Signature of Authorized Official: DocuSigned by: Erin Abrams F89EDB5082754FA Date 6/17/2020

Name and Title of Contractor's Authorized Official: Erin Abrams, Manager

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Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, Erin Abrams , Manager hereby certify
(Name and title of official)

On behalf of Via Mobility LLC that:
(Name of Bidder/Company Name)

- 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 any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name: Via Mobility LLC

Type or print name: Erin Abrams

Signature of authorized representative: DocuSigned by: Erin Abrams F89EDB5092754FA... Date / / 6/17/2020

Signature of notary and SEAL: DocuSigned by: Michael Frenkel 887206844F2E419...

Notarized online using
audio-visual communication.

MICHAEL FRENKEL
Notary Public
New York County
State of New York
Commission Expires 11/25/2023

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

   1. Debarred,
   2. Suspended,
   3. Proposed for debarment,
   4. Declared ineligible,
   5. Voluntarily excluded, or
   6. Disqualified,

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

   1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
   2. Violation of any Federal or State antitrust statute, or,
   3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

   1. Equals or exceeds $25,000,,
   2. Is for audit services, or,
   3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

   1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
   2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:

      a. Debarred from participation in its federally funded Project,
      b. Suspended from participation in its federally funded Project,
      c. Proposed for debarment from participation in its federally funded Project,
      d. Declared ineligible to participate in its federally funded Project,
      e. Voluntarily excluded from participation in its federally funded Project, or
      f. Disqualified from participation in its federally funded Project, and

   3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor: Via Mobility LLC

Signature of Authorized Official: DocuSigned by: Erin Abrams F89EDB502754FA... Date 6/17/2020

Name and Title of Contractor's Authorized Official: Erin Abrams, Manager