

ATTACHMENT 1

FEDERAL CONTRACT CLAUSES

The Federal contract clauses contained in this attachment are based on FTA Circular 4220.1G, "Third Party Contracting Guidance" (effective March 20, 2025); FTA's Third-Party Contract Provisions Matrix (March 2026); and the FTA Master Agreement applicable to PVTAs federal award.

The required certification forms are included as Attachment 2 and must be completed. The following Federal requirements apply to all applicable contracts and subcontracts and must be incorporated into each contract and subcontract, as required.

1. ACCESS TO RECORDS AND REPORTS

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

b. Retention Period. The Contractor agrees to comply and will require its subcontractors at all tiers to comply, with the record retention requirements in accordance with 2 C.F.R. § 200.334, access to those records in accordance with 2 C.F.R. § 200.337, and FTA Master Agreement, Section 9. The 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide and will require its subcontractors to provide, sufficient access to inspect and audit records and information, including such records and information the Contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract as reasonably may be required to the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, to the FTA and its contractors, and to the PVTAs.

d. Access to the Sites of Performance. The Contractor agrees to permit the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, to the FTA and its contractors, and to the PVTAs, access to the sites of performance under this contract as reasonably may be required.

2. CHARTER SERVICES

The contractor agrees to comply with 49 U.S.C 5323(d), 5323(r), FTA Master Agreement Section 28, and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323 (d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing,

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Contract that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

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

3. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution control Act as amended, (33 U.S.C. §§1251 -1387)

4. CIVIL RIGHTS AND EQUAL OPPORTUNITY

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

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

1. ***Nondiscrimination*** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, and 42 U.S.C. 12132, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FHWA may issue.
2. ***Equal Employment Opportunity*** – 41 CFR 60-1.4(a)- Government Contracts.
Except as otherwise provided, each contracting agency shall include the following equal opportunity clauses contained in section 202 of the order in each of its Government contracts and subcontracts (and modifications thereof if not included in the original contract). During the performance of this contract, the contractor and its subcontractors agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c) The contractor will not discharge or in any other manner discriminate against any employee or applicant because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS

To the extent the Contractor employs laborers or mechanics in the performance of this Contract, the Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for such employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of the Act, 40 U.S.C. §3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5. See FTA Master Agreement Section 24(b).

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

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

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

6. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act and FTA Master Agreement Section 26(j).

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

The certification in this clause is a material representation of fact relied upon by PVTa. If it is later determined by PVTa that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to PVTa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. **Special Arrangements.** The conditions of 49 U.S.C § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

11. RECYCLED PRODUCTS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247. See 2 CFR 200.323 and FTA Master Agreement Section 16(d)..

12. SAFE OPERATION OF MOTOR VEHICLES

Seat Belts Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or PVTa.

Distracted Driving

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

13. SCHOOL BUS OPERATIONS

The Contractor agrees to comply with 49 U.S.C. § 5323(f), and 49 C.F.R. part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

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

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

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

14. SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. parts 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or PVTA to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before July 1 and to submit the Management Information System (MIS) reports by March 15 to (PVTA Senior Program Manager 2120 Foothill Blvd. Suite 116 La Verne, CA 91750). To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

15. TERMINATION

Termination for Convenience

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

Termination for Default

If the Contractor fails 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, PVTA may terminate this contract for default. PVTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for services performed in accordance with the manner or performance set forth in this contract.

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

Opportunity to Cure

PVTA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriate period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to PVTA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the allotted cure period provided by PVTA after receipt by Contractor of written notice from PVTA setting forth the nature of said breach or default, PVTA 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 PVTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

16. VIOLATION AND BREACH OF CONTRACT

Rights and Remedies of PVTA

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

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

For purposes of this Contract, breach shall include any material deviation from the service and other requirements herein.

Rights and Remedies of Contractor

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

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

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

Performance during Dispute

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

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by PVTA 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.

17. ADA Access and Nondiscrimination on the Basis of Disability

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

(1) Federal laws, including:

- (i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

- (ii) Titles I, II, and III of 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;
 - (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
 - (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
 - (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
 - (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
 - (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;
 - (iv) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
 - (v) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
 - (vi) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - (vii) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
 - (viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
 - (ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194;
 - (x) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
 - (xi) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
 - (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

18. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

By entering into this Contract, Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits PVTA from procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractor **represents and warrants** that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to PVTA that would cause PVTA to be in violation of the prohibition contained in the Act.

Additionally, Contractor shall sign and submit the certification Attachment 2 Form 7 acknowledging this responsibility and certifying Contractor's compliance.

19. Federal Tax Liability and Recent Felony Convictions

By entering into this Contract, Contractor hereby acknowledges that PVTA is obligated to obtain a certification that Contractor:

- (A) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (B) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

Additionally, Contractor shall sign and submit the certification in Attachment 2 Form 8 acknowledging this responsibility and certifying Contractor's compliance.

20. Notification of Disputes, Breaches, Defaults, and Litigation

If a current or prospective legal matter that may affect the Federal Government, State of California, or PVTA emerges, the Contractor must promptly notify PVTA who will, in turn, will notify cognizant state and federal authorities. The Contractor must include a similar notification requirement in its subcontracts at every tier.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government, State of California, and/or PVTA as a party to litigation or a legal disagreement in any forum for any reason.

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

(3) Allegations or evidence of actual or potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

Knowledge, as used in this provision, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this provision, "promptly" means to refer information without delay and without change.

21. Lobbying

The lobbying requirements herein apply to this Contract and any subcontract at any tier for \$100,000 or more. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Additionally, Contractor shall sign and submit the certification in Attachment 2 Form 1 acknowledging this responsibility and certifying Contractor's compliance and cause any subcontract at any tier for \$100,000 or more to include these same requirements.

22. Fly America

a) Definitions. As used in this clause--

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

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

23. Changes to Federal Requirements

- (a) Federal requirements that apply to PVRTA or its grant award, and the applicable grant agreements may change due to changes in federal law, regulation, other requirements, or guidance, or changes in PVRTA's grant agreements, including any information incorporated by reference and made part herein; and
- (b) Applicable changes to those federal requirements will apply to this Contract and any subcontracts at any tier.

Contractor shall notify its subcontractors at any tier of these provisions.

24. Disadvantaged Business Enterprise Program

The contract is subject to the DBE Program under 49 CFR Part 26. The USDOT issued an Interim Final Rule, which was effective on October 3, 2025, that introduces important revisions to how DBE goals are managed in federal-aid transportation projects. Under this rule, race- and sex-based presumptions of social and economic disadvantage are removed. Every currently certified DBE/ACDBE will undergo reevaluation. Firms meeting the new IFR standards will be recertified at a later date. Therefore, a DBE contract goal or goals will not be included in this contract. Firms currently certified as DBE firms by the California Unified Certification Program (CUCP) cannot be counted toward DBE contract goals or overall program goals.

Reporting requirements for the collection of race and sex-specific ownership is eliminated under the IFR and therefore will not be collected at this time. Once DBEs have been reevaluated by the CUCP, City may later amend this contract to include a DBE Conscious contract goal and require the contractor to report commitments and payments to DBE firms, as applicable.

25. Incorporation of FTA Terms

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by The United States Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1G](#), 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 the City requests which would cause the City to be in violation of the FTA terms and conditions.

26. Assignability

The terms and conditions of this contract shall be binding upon the City and the contractor and their respective partners, assigns and legal representatives. The rights and obligations of the contractor under the contract may not be transferred, assigned, sublet, mortgaged, or otherwise disposed of in any way. The contractor may subcontract a portion of its obligations to other firms or parties, but only after having first obtained written approval from the City, which approval shall not be unreasonably withheld.

27. Trafficking in Persons

The contractor agrees that it and its employees, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;
- b) Procure a commercial sex act during the period of time that the contract is in effect; or
- c) Use forced labor in the performance of the contract or subcontract thereunder.

28. Domestic Preferences for Procurements (Build America, Buy America)

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 C.F.R. § 200.322, 2 C.F.R. Part 184, and 2 C.F.R. Part 200, Appendix II(L). For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals, plastics and polymer-based products, glass, lumber, or drywall.

ATTACHMENT 2.1

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

APPLICABILITY: This certification is required for this Contract and for each subcontract at any tier of \$100,000 or more. A Proposer that has made or will make any lobbying payment described in paragraph (2) below with funds other than Federal appropriated funds must also complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," which accompanies this form.

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure, as those amounts are adjusted annually for inflation under the Federal Civil Penalties Inflation Adjustment Act (for 2026, not less than \$25,119 and not more than \$251,322).

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure, as adjusted annually for inflation (for 2026, not less than \$25,119 and not more than \$251,322).]

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

ATTACHMENT 2.2

Certification for Suspension and Debarment

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

(To be submitted with all proposals for contracts exceeding \$25,000, and required of each subcontractor at any tier under a subcontract exceeding \$25,000.)

- (1) The prospective lower tier participant (Bidder/Contractor) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The prospective Bidder/Contractor also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (3) Where the prospective lower tier participant (Bidder/Contractor) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
- (4) The prospective Bidder/Contractor further certifies that it has verified the exclusion status of itself, its principals, and each of its proposed subcontractors and suppliers by searching the federal System for Award Management (SAM.gov) exclusions database, and that no such party is listed as excluded. Bidder/Contractor shall re-verify exclusion status prior to executing any subcontract at any tier during the term of the Contract.

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

DATE _____

SIGNATURE _____

COMPANY _____

NAME _____

TITLE _____

State of _____

County of _____

ATTACHMENT 2.3

DRUG-FREE WORKPLACE CERTIFICATION (CALIFORNIA GOVERNMENT CODE § 8355)

COMPANY/ORGANIZATION NAME _____

The contractor named above hereby certifies compliance with California Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor further certifies that it will comply with the federal Drug-Free Workplace Act of 1988, 41 U.S.C. § 8101 et seq., and U.S. DOT implementing regulations at 2 C.F.R. Part 182, to the extent those requirements apply to it. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355 (a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355 (c), that every employee who works on the proposed contract:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME: _____

DATE EXECUTED: _____

EXECUTED IN THE COUNTY OF: _____

CONTRACTOR SIGNATURE: _____

TITLE: _____ FEDERAL I.D. NUMBER: _____

ATTACHMENT 2.4

TELECOMMUNICATIONS CERTIFICATION

Certification Regarding the Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

By entering into this Contract, Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232, § 889 (Aug. 13, 2018) (the Act), as implemented for federal award recipients at 2 C.F.R. § 200.216 and 2 C.F.R. Part 200, Appendix II(K), prohibits PVTA from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractor **represents and warrants** that it has performed a due diligence review of its own supply chain and the supply chains of its subcontractors and suppliers at all tiers, and that no such “covered telecommunications equipment or services” shall be provided to PVTA that would cause PVTA to be in violation of the prohibition contained in the Act.

Contractor further agrees to include the substance of this certification in each subcontract and purchase order at every tier, and to require each subcontractor and supplier to provide the same representation and warranty to Contractor. Contractor shall promptly notify PVTA in writing if, at any time during the term of this Contract, it learns that covered telecommunications equipment or services have been or may have been provided to PVTA.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Company Name

Date

ATTACHMENT 2.5

Certification for Federal Tax Liability and Recent Felony Convictions

Contractor hereby certifies that it:

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Company Name

Date

ATTACHMENT 3

INCUMBENT CONTRACTOR EMPLOYEE INFORMATION

Pomona Valley Transportation Authority Request for Proposals-Transportation Services

Incumbent contractor: Transdev. Information effective as of: 10/02/2026.

This attachment supplies employee counts, wage rates, benefits and classifications under California Labor Code section 1072(c)(1). It must be furnished to every bona fide bidder at least thirty (30) days before proposals are due. Employee names, addresses and other personal identifiers are excluded from the public bidder version; the statutory successor disclosure shall be made separately and securely.

The incumbent benefit descriptions below concern employment terms only. They do not establish PVTa operating days, service hours or non-service days, which are set in the service-specific Scope of Work calendar.

Vacation

Full time employees covered by this agreement shall receive vacation with pay each year on their seniority date, as follows:

1 year of service	5 days
2 years of service	10 days
5 years of service	15 days
10 years of service	20 days
20 years of service	25 days (effective calendar year 2026)

To receive full vacation, an employee must have worked at least 80% of their scheduled work hours (1920 – based on 48 work weeks due to scheduling needs) during the year on which the vacation is based. If an employee works less than 80%, their vacation will be prorated to the nearest full workday.

Holidays

New Year's Day
Dr. Martin Luther King, Jr.
President's Day
Memorial Day
Fourth of July
Labor Day
Veterans Day – Applicable to employees who are veterans and effective January 2025
Thanksgiving Day
Christmas Day

Sick Leave

Employees shall be eligible for sick leave in accordance with the California State Law. All non-probationary employees covered by this agreement shall receive five (5) days of paid sick leave each January 1st.

ATU 401(k)

ATU 401k with Company matching contributions of 50% up to 6%.

Health and Welfare

Kaiser Southern California plan:

The Company will pay 90% of the premiums for the medical plan for employee only coverage. The employee shall be responsible for 10%.

The Company shall pay 80% of the premiums for the medical plan for employee plus one and family coverage. The employee shall be responsible for 20%.

The Company shall pay 90% of the cost for the dental plan for employee only coverage. The employee shall pay the remaining 10%.

The Company shall pay 80% of the cost for the dental plan for employee plus one and family coverage, for whichever plan the employee elects. The employee shall be responsible for the remaining 20%.

The Company shall pay 90% of the cost for the vision plan for employee only coverage. The employee shall pay the remaining 10%.

The Company shall pay 80% of the cost for the vision plan for employee plus one and family coverage, for whichever plan the employee elects. The employee shall be responsible for the remaining 20%.

Wages

Position	No. of Employees	Pay Rate as of 01/01/2026
Full-Time Driver	13	3- \$27.67 2- \$26.24 6- \$25.23 1- \$24.69 1- \$24.16
Dispatcher	6	\$27.29
Non- Union Administrative Assistant	1	\$23.49
Mechanic	1	\$38.60
Utility	1	\$22.73

**Pomona Valley Transportation Authority
Request for Proposals-Transportation Services
Attachment 4
FLEET SCHEDULE AND EQUIPMENT LIST**

Vehicles					
Unit #	License #	Description	Purchase Date	Funding Source	Mileage
148	1517042	2016 Ford E450 Starcraft	10/17	FAP	153,204
149	1517043	2016 Ford E450 Starcraft	10/17	FAP	153,655
150	1518605	2016 Ford E450 Champion	10/17	FAP	40,192
151	1299365	2016 Ford E450 Champion	10/17	FAP	45,192
152	1550151	2018 Starcraft	07/18	Prop A	103,568
153	1550147	2018 Starcraft	07/18	Prop A	134,911
154	1550148	2018 Starcraft	07/18	Prop A	140,363
155	1550150	2018 Starcraft	07/18	Prop A	127,134
837	1474656	2016 Starcraft	08/16	5310 MTA	135,226
838	1474657	2016 Starcraft	08/16	5310 MTA	143,254
841	1474660	2016 Starcraft	08/16	5310 MTA	135,967
842	1474661	2016 Starcraft	08/16	5310 MTA	140,068
843	1578610	2019 Starcraft	09/19	5310 MTA	116,841
844	1578636	2019 Starcraft	09/19	5310 MTA	111,879
845	1578637	2019 Starcraft	09/19	5310 MTA	103,608
846	1578638	2019 Starcraft	09/19	5310 MTA	122,021
847	1578639	2019 Starcraft	09/19	5310 MTA	119,341
848	1578641	2019 Starcraft	09/19	5310 MTA	120,468
156	1639263	Dodge Promaster	4/22	FAP	46,950
586	1610034	Dodge Braun*	12/21	5310 MTA	97,283
587	1610033	Dodge Caravan	12/21	5310 MTA	58,492

**License number, model and delivery subject to grant execution*

**Pomona Valley Transportation Authority
Request for Proposals-Transportation Services
Attachment 4**

Radio			
Unit #	Radio Serial #	Description	Purchase Date
148	001TFJ0565	Motorola Radio	10/06
149	001THW2520	Motorola Radio	10/06
150	001THY1202	Motorola Radio	10/06
151	001THY3202	Motorola Radio	10/06
152	001THY1878	Motorola Radio	10/06
153	001TJL0251	Motorola Radio	10/06
154	001TGC0864	Motorola Radio	10/06
155	001TCY0091	Motorola Radio	10/06
156	001TLG1533	Motorola Radio	10/06
837	001TEG1588	Motorola Radio	10/06
838	001TEG1595	Motorola Radio	10/06
841	001THY3289	Motorola Radio	10/06
842	001TJL0624	Motorola Radio	10/06
843	001TEG1594	Motorola Radio	10/06
844	001THY3117	Motorola Radio	10/06
845	001TGL1734	Motorola Radio	10/06
846	001TEG1447	Motorola Radio	10/06
847	001THY1543	Motorola Radio	10/06
848	001TEG1595	Motorola Radio	10/06
1814	001THY1610	Motorola Radio	10/06
1817	001THY1610	Motorola Radio	10/06
Spare 1	001THW2107	Motorola Radio	10/06
Spare 2	001TGC0898	Motorola Radio	10/06
Spare 3	001TGL1739	Motorola Radio	10/06
Spare 4	001THW2458	Motorola Radio	10/06
Spare 5	001THW2458	Motorola Radio	10/06
Spare 6	001THY2433	Motorola Radio	10/06
Handheld 1	008TGU0563	Motorola Radio	10/06
Handheld 2	008TGU0558	Motorola Radio	10/06
Handheld 3	008TGU0556	Motorola Radio	10/06
Handheld 4	008TJE3409	Motorola Radio	10/06
Base	001TGL1523	Motorola Radio	10/06