



## **Addendum No. 2**

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The Regional Metropolitan Transit Authority of Omaha d/b/a Metro

### **Customer Service Contact Center Contract**

Specification No. 08-25

Date Issued: May 6, 2025.

To: All Interested Parties

This Addendum forms a part of the Request for Proposals (RFP) dated **May 6, 2025**. The Proposer shall acknowledge receipt of this Addendum on Exhibit “D” *Acknowledgement of Addendum* provided in the RFP.

### **Failure to acknowledge receipt may subject the Proposer to disqualification.**

This Addendum consists of the following:

- 1) Revised Federal Clauses for Professional Services.

### **SECTION 4 – FEDERAL CLAUSES FOR PROCUREMENT OF PROFESSIONAL SERVICES**

**The following clauses shall be incorporated into any contract which results from this RFP. These clauses are required by Federal regulations and are not subject to change or negotiations.**

#### **4.1 No Obligation by the Federal Government**

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, 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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### **4.2 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 or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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.

#### **4.3 Access to Records**

Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

#### **4.4 Federal Changes**

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

#### **4.5 Civil Rights**

##### **4.5.1 Nondiscrimination**

4.5.1.1. Nondiscrimination in Employment. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d et seq., 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, as amended, 42 U.S.C. § 12132, and Federal Transit Laws at 49 U.S.C. § 5332, the Contractor shall prohibit discrimination against any employee or applicant for employment because of race, color, religion, national origin, sex, age, genetic information, or age. In addition, Contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

4.5.1.2 Contractor shall follow: (a) the most recent edition of FTA Circular 4702.1, "Title VI requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (b) U.S. Department of Justice, "Guidelines for enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. §50.3; and (c) all other applicable federal laws, regulations, requirements, orders, or guidance that may be issued during the term of this Contract.

4.5.2.3 Age. In accordance with the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623, U.S. Equal Employment Opportunity Commission (EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., 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, and Federal Transit Laws at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementation requirements FTA may issue.

4.5.1.4 Disabilities. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal Transit Laws at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, Contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disability Act," 29 C.F.R. Part 1630, and any implementing requirements FTA may issue.

4.5.1.5 Federal Anti-Discrimination. In accordance with section (3)(b)(iv)(B), Executive Order 141173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, by entering into this

Agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

#### **4.5.3 ADA Access Requirements.**

In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112 and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C §794, Contractor agrees that it will comply with the requirements of U.S. Department of Transportation regulations. "Transportation Services for Individuals with Disabilities (ADA)." 49 C.F.R. Part 37; and U.S. Department of Transportation regulations. "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, pertaining to facilities and equipment to be used in public transportation. In addition, Contractor agrees to comply with the requirements of 49 U.S.C. §5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right 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 transportation accessibility rights for elderly persons and persons with disabilities. These regulations also provide that no individual, solely by reason of a disability shall be excluded from participation in, or be denied the benefit of, or be subjected to discrimination under any program or activity included in or resulting from this Contract. The contractor also agrees to comply with any implementation requirements FTA may issue.

#### **4.6 Disadvantaged Business Enterprise (DBE)**

4.6.1 This Contract is subject to the requirements of 49 CFR Part 26. METRO's overall goal for DBE participation is available on its website: <https://www.ometro.com/dbe-program>. METRO has not set a separate DBE contract goal for this FTA federally assisted contract. On prime contracts exceeding \$100,000 not having DBE contract goals, Metro encourages the prime contractor to provide subcontracting opportunities of a size that small business concerns, including DBEs, could reasonably perform, rather than self-performing all the work. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small business enterprises (SBEs)/DBE participation, even when the prime contractor might have the ability and otherwise prefer to perform these work items with its own forces. The current "List of DBEs Certified in Nebraska" is available on the Nebraska Department of Transportation's Civil Rights website: <https://dot.nebraska.gov/business-center/civil-rights>.

4.6.1.1 Metro encourages prime contractors on DOT-assisted contracts to investigate to the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to use these institutions.

4.6.2 The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this DOT-assisted contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. 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 Metro deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments.

- (2) Assessing sanctions.
- (3) Liquidate damage; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

#### 4.6.3 Prompt Payment.

4.6.3.1 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from Metro. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following the written approval of Metro. This clause applies to both DBE and non-DBE subcontractors.

4.6.3.2 The prime contractor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following the written approval of Metro.

4.6.4 Good Faith Efforts. During the term of this Contract, the Contractor shall continue to make good faith efforts to ensure that DBE subcontractors have the maximum opportunity to successfully perform under this Contract. Such efforts shall include, without limitation, the following:

4.6.4.1 The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains Metro's written consent as provided in 49 CFR 26.53(f). Unless Metro's consent is provided under 49 CFR 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. Metro's consent will only be provided where there is "good cause" to substitute or terminate a DBE firm or any portion of its work. "Good cause" includes, but is not limited to, the circumstances as set forth in 49 CFR § 26.53(f)(1)(ii)(B)(3).

4.6.4.2 Substitution. If the DBE firm fails to complete any portion of its work for any reason, the Contractor shall make a written request to Metro for substitution of the original DBE firm set forth in its bid. Upon receipt of METRO's written consent for substitution of the original DBE firm, the Contractor shall exert good faith efforts to replace the DBE firm.

4.6.4.3 Termination. The contractor shall not terminate for convenience any DBE firm, or any portion of work assigned to a DBE firm, set forth in its Project bid documents and then perform the DBE's Work itself or with its affiliates without prior written consent of Metro.

4.6.4.4 Notice to DBE Firm. The prime contractor must give notice in writing to the DBE firm of its intent to substitute or terminate the firm or any portion of its work. The notice must include the reason for the proposed request. A copy of the notice must be provided to Metro concurrently. The DBE firm will have five (5) days to respond and advise Metro and the prime contractor why it objects to the proposed substitution or termination of its subcontract or portion thereof and why Metro should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), Metro may provide a response period shorter than 5 days.

4.6.4.5 In addition to post-award substitutions or terminations, these substitution and termination provisions apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

4.6.5 Any and all contracts Contractor executes with third-party contractor(s) or subcontractor(s) in the performance of this Contract must comply with the requirements of 49 C.F.R. 26.13(b) and must include the assurance in any and all contracts with such third-party contractor or subcontractor. Metro requires the contractor to make available upon request a copy of all DBE subcontracts.

#### **4.7 Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, March 18, 2013, 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 of The Authorities requests, which would cause The Authority to be in violation of the FTA terms and conditions.

#### **4.8 Government-Wide Debarment and Suspension**

The Contractor shall verify that it's principals, affiliates, and subcontractors are eligible to participate in federally funded contracts and are not presently declared by any Federal Department or agency to be: Debarred from participation in any federally assisted Award, Suspended from participation in any federally assisted Award, Proposed for debarment from participation in any federally assisted Award, Declared ineligible to participate in any federally assisted Award, Voluntarily excluded from participation in any federally assisted Award, or Disqualified from participation in ay federally assisted Award.

The contractor certifies the following by submitting a bid or agreeing to these clauses; The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined by the Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Authority, 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.

**The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.**

#### **4.9 Dispute / Continuing Performance**

In the event of any dispute between Authority and Contractor with respect to the interpretation of this Contract, any required payment under or the performance required by this Contract, including any dispute which may result in a claim, (a "Dispute"), the aggrieved Party shall notify the other in writing of the Dispute then existing (the "Dispute Notice"). In order for a Party to proceed under this Section, the Dispute Notice must specifically state that the aggrieved Party is invoking the Dispute procedure of this Section. The Parties shall then make a good faith attempt to resolve the Dispute, first through direct discussions between their respective designated representatives. In the event the designated representatives are unable to reach agreement then upon the written request of either Party, each of the

Parties will appoint a designated executive whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated executives shall meet in Omaha Nebraska as often as the Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. Such executives will discuss the problem and/or negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto. No action for the resolution of such dispute outside of these procedures shall be taken by either Party until one of the designated executives concludes in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely and so notifies the other designated executive in writing either party in its sole discretion may invoke litigation, provided that failure to invoke litigation shall not be a waiver of any such Dispute except as otherwise provided in the Contract. During any mediation or litigation which arises out of a Dispute, all parties will continue to perform pursuant to the Contract, without prejudice to the express rights of Authority or Contractor set forth in this Section to terminate the Contract. In addition to the specific rights of termination and suspension as set forth, Authority and Contractor shall have also available the remedy of specific performance, which may be raised as a defense in any action commenced prior to the Parties' compliance with this Section.

#### **4.10 Lobbying**

Contractors who apply or bid for an award of \$100,000 or more shall execute and submit with their bid or offer, 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.

#### **4.11 Clean Air**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **4.12 Clean Water**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **4.13 Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General

Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **4.14 Seismic Safety**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **4.15 Recycled Products (EPA Selected Items over \$10,000)**

These requirements apply to contractors and sub-contractors at all tiers. The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds.

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **4.16 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.

#### **4.17 Federal Participation**

In the announcement of any third-party contract award for goods or services (including construction services), having an aggregate value of \$500,000 or more, The Authority will specify the amount of Federal assistance to be used in financing that acquisition of goods and services, and to express the amount of that Federal assistance as a percentage of the total cost of that third party contract.

#### **4.18 State and Local Law Disclaimer**

All regulations listed in this document apply to the Third-Party Contractor in the same manner as they apply to The Authority. Offers will be received and reviewed, but no contract shall be awarded until all applicable Federal, State and Local Government regulations have been complied with.

#### **4.19 New Employee Work Eligibility Status**

The Contractor is required and hereby agrees to use a federal immigration verification system to



determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### **4.20 Veterans Preference**

Contractors working on a capital project funded using FTA assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

#### **4.21 Special Provision – Text Messaging While Driving**

In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Grantee is encouraged to comply with the terms of the following Special Provision.

A. Definitions - As used in this Special Provision:

- 1) **Driving:** Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- 2) **Text Messaging:** Means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of

electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

B. Safety - The Grantee is encouraged to:

- 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
  - a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
  - b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
  - c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- 2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
  - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- 3) Include this Special Provision in its sub-agreements with its sub-recipients and third-party contracts and also encourage its sub-recipients, lessees, and third-party contractors to comply with the terms of this Special Provision, and include this Special Condition in each sub-agreement, lease, and third-party contract at each tier financed with Federal assistance provided by the Federal Government.

**4.22 Prohibition on certain telecommunications, video surveillance or equipment.**

Contractor is prohibited from obligating or expending grant funds to: (a) Procure or obtain, (b) Extend or renew a contract or procure or obtain; or (c) enter into a contract (to extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; (d) Contractor shall not provide covered telecommunications equipment or services in the performance of this Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment deemed to pose an unacceptable risk to the national security of the United States or the security and safety of United States persons, Section 1.50002 of the Federal Communication Commission's rules directs the Public Safety and Homeland Security Bureau to publish a list of covered telecommunications equipment and services (Covered List) maintained on the Commissions website: <https://www.fcc.gov/supplychain/coveredlist>; (e) Telecommunications or video surveillance services provided by such entities or using such equipment; and (f) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense,

in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

#### **4.23 Safe Operation Vehicles**

Seat Belt Use. Contractor understands and acknowledges that it is encouraged 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: (i) adopting and promoting on-the-job seat belt use policies and programs for our employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (ii) including a "Seat Belt Use" provision in each third party agreement related to this Agreement.

Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving, Contractor understands and acknowledges that it is encouraged to: (i) 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 us, and driving a vehicle the driver owns or rents, a vehicle the we own, lease, or rent, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of Metro under this Contract; (ii) 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. Contractor agrees to include the preceding "Distracted Driving, Including Text Messaging While Driving" provision in all third-party or subcontractor contracts related to this Contract.

#### **4.24 Trafficking in Persons**

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

- a. Engage in sever forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- b. Procure a commercial sex act during the period of time that the Receipient's Award is in effect; or
- c. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

#### **4.25 No Prohibited Interest/Conflict of Interest**

No board member, officer, or employee or agent of Metro or of a local public body who has participated or will participate in the selection, award, or administration of this Contract, nor any member of his or her immediate family, business partner or any organization which employs, or intends to employ any of the above during such period, shall have any interest, direct or indirect, in this Contract or the proceeds thereof, to any share or part of this Contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

No member of, or delegates to, the Congress of the United States shall be admitted to any share or part of the Contract, or to any benefit arising therefrom. This shall not be construed to prevent any such person from owning stock in a publicly owned corporation.

Contractor represents to Metro that to the best of Contractor's knowledge after due and diligent investigation and inquiry, there exists no conflict of interest or other prohibited interest (in either case as contemplated by any Governmental Requirement) that exists or will arise or result from, out of, or in connection with the award of the Contract to Contractor or Contractor's execution and performance under and in respect of the Contract.

Contractor also represents that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to Metro in respect of Contractor's performance of the Work or otherwise under or in respect of the Contract or that would impair Contractor's objectivity.

*Total Addendum Pages: twelve (12) Including Cover*