DOUGLAS COUNTY
COLORADO

Grant Contract
Staff Report

DATE: JUNE 25, 2024

TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS

THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER

FROM: TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT

CC: ALLISON E. CUTTING, COMMUNITY SERVICES SUPERVISOR
RAND M. CLARK, CCAP, NCRT, COMMUNITY SERVICES MANAGER
JENNIFER L. EBY, AICP, ASSISTANT DIRECTOR OF COMMUNITY SERVICES

SUBJECT: **2024 DENVER REGIONAL COUNCIL OF GOVERNMENTS FEDERAL TRANSIT ADMINISTRATION 5310 CONTRACT EX24028 IN THE AMOUNT OF $250,182 WITH AN IN-KIND MATCH OF $62,546 FOR A PROJECT TOTAL OF $312,728**

BOARD OF COUNTY COMMISSIONERS MEETING: **JULY 9, 2024 @ 1:30 PM**

I. EXECUTIVE SUMMARY

The request is for approval of the 2024 Denver Regional Council of Governments (DRCOG) Federal Transit Administration (FTA) 5310 Contract EX24028 in the amount of $250,182 to enhance mobility of older adults and individuals with disabilities. An in-kind match of $62,546 is required for a project total of $312,728. The term of the contract is July 1, 2024 through June 30, 2025.

II. REQUEST

Approval of the 2024 DRCOG FTA 5310 contract EX24028 in the amount of 250,182 with a required in-kind match of $62,546 for a project total of $312,728.

III. BACKGROUND

At the Business Meeting on January 9, 2023, the Board of County Commissioners (BCC) approved the 2024 Mobility Management grant application to DRCOG. Douglas County was notified that the application has been recommended for funding and DRCOG issued contract EX24028 in the amount of $250,182. An in-kind match contribution of $62,546 is required. This contract will serve residents in the northern portions of the County within the Denver-Aurora Urbanized Area (UZA).

IV. DISCUSSION

This contract will provide funding for approximately 4,236 trips, support the operation of Douglas County First Call, and mobility management services. The County does not provide transit services directly. Instead, subgrantee agreements will be executed with local area transportation providers to provide approximately 4,236 one-way trips to enhance the mobility of older adults and people with disabilities. Douglas County transportation providers utilize multiple funding sources and volunteer drivers to leverage grant funds and keep trip costs low.

The Douglas County First Call, operated by Aging Resources of Douglas County (ARDC), is utilized to provide transit coordination with potential clients seeking information and current clients who may need additional resources. ARDC aids an average of 496 First Call requests per month.

Mobility management includes staff costs to support grant management, transit coordination and training expenses.

The $312,728 is proposed to be allocated in the following manner:

Sub Grantee	Service	Amount
ARDC	First Call	$11,595
ARDC	3,123 one-way trips	$109,305
To The Rescue	1,113 one-way trips	$66,780
Mobility Management		$62,502
Sub Total of Grant Funds		**$250,182**
Required In-Kind Match		
DRCOG OAA Assisted Transportation		$62,546
Sub Total of Match Funds		**$62,546**
PROJECT TOTAL		**$312,728**

The required match of $62,546 will be provided in-kind through DRCOG Older Americans Act Assisted Transportation funded grant match.

V. RECOMMENDED ACTION

Staff recommends that the 2024 DRCOG FTA 5310 contract EX24028 in the amount of $250,182 with a required in-kind match of $62,546 for a project total of $312,728 be approved by the BCC as it complies with all federal, state and County approval standards and policies.

ATTACHMENTS **PAGE**

2024 DRCOG FTA 5310 Contract EX24028..... 3

Contract by and between the

Denver Regional Council of Governments

1001 17th Street, Suite 700
Denver, Colorado 80202
("DRCOG")

and

Douglas County Government
100 Third Street
Castle Rock, Colorado 80104
("CONTRACTOR")

for

Douglas County 5310 Mobility Management 2024-2025

Project number	Contract number
402024	EX24028

Recitals:

A. DRCOG is a designated recipient of Federal Transit Administration (FTA) funds under Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities, which aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.
B. Contractor has submitted a proposal requesting Section 5310 funds to perform the tasks and activities described in ***Exhibit A***.
C. DRCOG is willing to make Section 5310 funds available to Contractor in accordance with the terms and conditions of this Contract.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Scope of work

1.1 Performance of work

Contractor agrees to perform for DRCOG all of the tasks and activities set forth in ***Exhibit A*** attached hereto and incorporated herein by reference (hereinafter the "Work").

1.2 Assurances

In addition to all other obligations contained herein, Contractor agrees: (a) to accurately proceed with diligence and promptness and to perform the Work in accordance with the highest professional workmanship and service standards in the field to the satisfaction of DRCOG; (b) to produce Work that is free from any material errors or omissions; and (c) to comply, at its own expense, with the provisions of all state, local and federal laws,

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regulations, ordinances, requirements and codes which are applicable to the performance of the Work hereunder or to Contractor as an employer.

2. Application of federal requirements

2.1 FTA Master agreement

FTA Master Agreement. Contractor understands and agrees that its receipt of Section 5310 funds is contingent and conditioned on its compliance with the terms and conditions of the federal award as set forth in the FTA Master Agreement, as amended from time to time. The terms and conditions of the FTA Master Agreement are hereby incorporated herein and made a part hereof for all purposes as if fully set out. Any conflict between this agreement and the FTA Master Agreement shall be resolved in favor of the FTA Master Agreement. Any violation of a Federal requirement by the Contractor can result in an enforcement action undertaken by FTA and termination of this Contract by DRCOG and/or FTA. The current version of the FTA Master Agreement is available at: https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements

2.2 Compliance

Contractor shall at all times during the term of this Contract strictly adhere to, and comply with, all applicable federal and state laws and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of this Contract. Contractor shall also require compliance with these statutes and regulations in subcontracts. Without limiting the foregoing, Contractor shall comply with all applicable laws set forth in ***Exhibit B***, attached hereto and incorporated herein by reference.

2.3 Funding contingency

Contractor understands and agrees that should the FTA disapprove this Contract or refuse or fail to make the grant to DRCOG as contemplated by this Contract, then this Contract shall be void and shall not be binding on any parties hereto. DRCOG is not responsible for providing any funding to substitute for the federal funds in the event the grant is withdrawn or not provided for any reason.

3. Time of performance

The term of this Agreement shall commence upon execution and shall end June 30th, 2025. No work shall commence and no reimbursable costs shall be incurred prior to the execution of this Agreement, as reflected by the execution date herein.

4. Payment terms

4.1 Maximum amount

The total cost of the Agreement shall not exceed Two Hundred Fifty Thousand One Hundred Eighty-Two Dollars ($250,182.00). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, and expenses.

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4.2 Local match

Contractor is responsible for providing local matching funds in the amount of Sixty-Two Thousand Five Hundred Forty-Six Dollars ($62,546.00).

4.3 Allowable costs

Contractor shall only be reimbursed for costs incurred for the performance of this Contract which are determined by DRCOG to be allowable, allocable, and reasonable in accordance with the following cost principles:

(a) Be in conformance with the Scope of Work, the approved budget and all other terms of this Agreement;

(b) Be necessary to accomplish the Work;

(c) Be reasonable for the goods or services purchased;

(d) Be the actual net costs to the Contractor;

(e) Be incurred for Work performed after the effective date of this Contract;

(f) Be satisfactorily documented;

(g) Be eligible for federal participation under federal laws, regulations or directives;

(h) Be consistent with federally approved accounting principles and procedures, including requirements for indirect costs, in compliance, consistent with U.S. Department of Transportation regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200; and

(i) Be in compliance with the Master Agreement and any amendments thereto.

4.4 Erroneous payments

Incorrect payments to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this Contract or other contracts between DRCOG and Contractor, to the extent permitted by federal and state law, or shall be reimbursement by Contractor to DRCOG upon demand.

5. Insurance and indemnification

5.1 Coverage amounts

Contractor shall procure and maintain and shall cause each subcontractor of Contractor to procure and maintain the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor to maintain such continuous coverage.

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(a) Workers' Compensation in statutory limits.

(b) Employer's Liability Insurance: $100,000/each accident, $500,000/ disease - policy limit, and $100,000/disease - each employee.

(c) Commercial General Liability Insurance: $1,000,000/Occurrence.

(d) Automobile Liability or Hired & Non-Owned Vehicle Liability Insurance: $1,000,000/each accident.

5.2 Additional insured

DRCOG, its officers and employees shall be named as additional insured for the Contractor's General and Automobile Liability policy under sections Certificate Holder and Description of Operations. In addition, the term of the Contract and the Contract number must be outlined under the Description of Operations.

5.3 Coverage requirements

All coverages shall be continuously maintained from the date of commencement of services hereunder, and in the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by Contractor so as to maintain such continuous coverage. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. All insurance policies required hereunder shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against DRCOG, its officers, agents, employees and volunteers.

5.4 Cancellation

The insurance shall include provisions preventing cancellation without 30 days prior notice to DRCOG by certified mail.

5.5 Certificates of insurance

Contractor shall provide certificates showing adequate insurance coverage as required by this Section to DRCOG with the signed Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor shall deliver to DRCOG certificates of insurance evidencing renewals thereof. Upon request by DRCOG at any other time during the term of this Contract, Contractor shall within 10 days of such request supply to DRCOG evidence satisfactory to DRCOG of compliance with the provisions of this Section. Contractor shall provide certificates for its subcontractors immediately upon request by DRCOG.

5.6 Indemnification

To the extent permitted by law, Contractor expressly agrees to indemnify and hold harmless DRCOG, its officers and employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Contractor or any of their

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employees, subcontractors or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against DRCOG, DRCOG will give notice within ten (10) days thereof to Contractor. Nothing herein shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.

6. Records; Inspection and audit

6.1 Records

Contractor shall maintain a complete file of all records, documents, communications, and other written materials which pertain to the Work, and shall maintain such records for a period of three (3) years after the date of termination of this Contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending.

6.2 Audit by DRCOG

DRCOG reserves the right to audit the Contractor's books and records for a period of three years after the expiration or termination of this Contract in order to validate the allowability of amounts paid under this Contract. Any amounts not allowed under Federal rules shall be reimbursed by the Contractor or offset against current obligations due by DRCOG to the Contractor as permitted, to the extent permitted by federal law, at DRCOG's election. In the event this Contract is terminated, final payment to the Contractor may be withheld at the discretion of DRCOG until completion of a final audit.

6.3 Inspection

During the Contract term, the retention period and as long thereafter as the records are maintained, at any time during normal business hours, Contractor shall make available to DRCOG or its authorized representatives, any books, documents, papers or other records of the Contractor with respect to all matters covered by this Contract in order to make audit, examination, excerpts, and transcripts. Failure to make records available for inspection within 72 hours of notice shall be deemed a violation of the Contract. Contractor agrees to permit, and to require its subcontractors, to permit DRCOG to have access to the sites of performance of the Work and to make site visits as needed to ensure compliance with applicable federal regulations and this Contract.

6.4 Contractor Audit

Contractor shall ensure that an annual independent audit is conducted of the Contractor's financial records in accordance with the requirements of the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, et seq., and applicable U.S. DOT "Single Audit" requirements of 2 CFR Part 1201, which incorporate by reference 2 CFR Part 200. Contractor shall, upon request, make a copy of the audit available for review by DRCOG. Should an audit or other financial review disallow any reimbursed costs, the disallowed funds shall be returned to DRCOG or, in DRCOG's discretion and to the extent permitted by federal and state law and regulations, offset against current or future payments to Contractor. Failure to fulfill these audit obligations is a breach of this Contract and will subject Contractor to all remedies available herein and at law.

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7. Debarment, suspension

By signing this Contract, the Contractor represents that its organization and its principals and employees are not suspended or debarred from receiving federal funds and there are no pending proceedings for suspension or debarment. Further, Contractor represents that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension. Contractor agrees to include, a similar provision in each lower tier subcontract, ensuring that each lower tier subcontractor (i) complies with federal debarment and suspension requirements; and (ii) reviews the SAM at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

8. Termination breach

8.1 Termination for cause

If the Contractor fails to meet performance measures set by DRCOG, fails to fulfill in a timely and proper manner its obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, DRCOG shall have the right to terminate this Contract by giving written notice to the Contractor of such termination, the reasons for such termination, and specifying the effective date thereof, at least 5 days before the effective date of such termination, unless a shorter time is set forth herein for any failure to fulfill Contractor's obligations.

8.2 Termination due to loss of funding

Contractor understands and agrees that it is to be paid, reimbursed, or otherwise compensated with funds provided to DRCOG under a federal grant and that all its rights, demands, and claims to compensation arising under this Contract are contingent upon receipt of such funds by DRCOG. In the event that such funds or any part thereof are not received by DRCOG, DRCOG may immediately terminate this Contract without liability, including costs for termination.

8.3 Termination for the convenience of DRCOG

DRCOG may terminate this Contract at any time by giving written notice to the Contractor of such termination, which shall be effective upon receipt of the written notice. If the Contract is terminated by DRCOG as provided herein, the Contractor shall be entitled to receive compensation for Work performed prior to the effective date of such termination, subject to such services being completed to the satisfaction of DRCOG.

8.4 Liability

Contractor shall not be relieved of liability to DRCOG for damages sustained by DRCOG due to any breach of the Contract by the Contractor, and DRCOG may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due DRCOG from the Contractor is determined.

8.5 Remedies

If the Contractor violates or breaches terms of this Contract, DRCOG, at its discretion, may institute such administrative, contractual or legal remedies available to DRCOG as

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may be appropriate. DRCOG may take one or more of the following actions, as appropriate in the circumstances:

8.5.1 Temporarily withhold payments pending correction of deficiency by the Contractor.

8.5.2 Disallow all or part of the cost of the activity or action not in compliance.

8.5.3 Wholly or partly suspend or terminate the Contract, including suspending the Contract and services provided under the Contract pending any audit or other investigation.

8.5.4 Withhold further Contracts with Contractor.

8.5.5 Take any other remedies that may be legally available.

8.6 Correction action

If the Contractor fails to fully expend the contracted funds in a timely manner or fails to conform to the terms and conditions of this Contract, then DRCOG may, in its sole discretion and in addition to any other remedies it may have, require that a corrective action plan be prepared by a date specified by DRCOG and suspend payments under the Contract until Contractor prepares a corrective action plan satisfactory to DRCOG. Further, DRCOG shall have the right, upon issuance of notice to the Contractor and without necessity of an amendment, to retain and reallocate any of the funds remaining under this Contract in the event of any termination or any failure of the Contractor to provide the Work in accordance with this Contract or a corrective action plan. Nothing in this subsection shall require that DRCOG accept a corrective action plan in lieu of exercising its rights to terminate this Contract

8.7 Project material

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of DRCOG, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

9. Miscellaneous terms

9.1 Subcontractors

Contractor may utilize subcontractors to assist with non-specialized services as necessary to complete the Work provided that it first submits any proposed subcontractor and the description of their services to DRCOG for its written approval. DRCOG will not work directly with the subcontractors. The terms and conditions of this Contract shall flow down to all tiers of subcontractors. Contractor is responsible for ensuring its subcontractors adhere to the terms of conditions of this Contract.

9.2 Independent contractor

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of DRCOG. Contractor shall not have authorization, express or implied, to bind DRCOG to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through**

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DRCOG and DRCOG shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by DRCOG, and (iii) be solely responsible for its acts and those of its employees and agents.

9.3 Safeguarding personally identifiable information

If Contractor will or may receive personally identifiable information (PII) under this Contract, Contractor shall comply with the obligations of a "Third-Party Service Provider" as defined in C.R.S. § 24-73-103(1)(i), including but not limited to: (a) implementation and maintenance of reasonable security procedures and practices that are appropriate to the nature of the PII disclosed to Contractor and reasonably designed to help protect PII from unauthorized access, use, modification, disclosure, or destruction; and (b) complying with the statutory duty to notify and cooperate with DRCOG in the event of a security breach that compromises personal information in the most expedient time and without unreasonable delay. For purpose of this Contract, "PII" shall be as defined in C.R.S. § 24-73-103(1)(g).

9.4 Litigation reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify DRCOG of such action and deliver copies of such pleading or document to DRCOG.

9.5 No third party beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to DRCOG and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other third party on such Agreement.

9.6 Assignment

This Contract shall not be assigned by Contractor without the prior written consent of DRCOG.

9.7 Choice of law, venue, jurisdiction

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

9.8 E-Verify employment eligibility

***Exhibit C*,** attached hereto and incorporated herein by reference, which requires the Contactor to use the E-Verify program to verify the employment eligibility of all

employees assigned to the Agreement and all new hires. If Contractor uses one or more subcontractors to provide services under the Agreement, Contractor shall include the language set forth in ***Exhibit C*** in any subcontract that is: (1) for commercial or noncommercial services or construction; (2) has a value of more than $3,000; and (3) includes work performed in the United States.

9.9 CORA disclosure

To the extent not prohibited by federal or state law, this Contract and the Work are subject to public release through the Colorado Open Records Act, CRS § 24-72-200.1, *et seq.*, as may be updated from time to time.

9.10 Colorado law for persons with disabilities

To the full extent possible, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level A and Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

9.11 Exhibits

The parties agree that this Contract is also subject to the provisions set forth in ***Exhibits A, B, and C,*** attached hereto and incorporated herein by reference

9.12 Authority

The undersigned signatories of Contractor represent that they have been duly authorized to execute this Contract and have full power and authority to bind Contractor to the terms and conditions hereof, and certify that their signatures below, whether handwritten, electronic, or digital or submitted by facsimile or electronic mail are their own. Contractor further understands and agrees that no further certification authority or third-party verification is necessary to validate any signature hereto and that the lack of such certification or verification will not in any way affect the enforceability of the Contract.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 20___.

DENVER REGIONAL COUNCIL OF GOVERNMENTS	**DOUGLAS COUNTY GOVERNMENT**
By: _____	By: _____
Douglas W. Rex Executive Director	
ATTEST:	ATTEST:
By: _____	By: _____
Jenny Hunnings Director, Administration and Finance	

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Exhibit A: Scope of Work
(Attached)

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Exhibit B: Terms and conditions for Section 5310 funding

The provisions of this Exhibit are required because this Contract is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration (FTA). The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this Exhibit shall prevail.

Article 1 - Ethics, political activity, disqualification, and criminal activity

(a) Standards of Conduct. Contractor agrees that it will establish and maintain written Standards of Conduct covering conflicts of interest that:
   (1) Apply to the following individuals who have a present or potential financial interest, or other significant interest, such as a present or potential employment interest in the selection, award, or administration of a third party contract or subcontract: (i) Contractor's officers, employees, board members, or agents engaged in the selection, award, or administration of any subcontract; (ii) The immediate family members or partners of those listed above; and (iii) An entity or organization that employs or is about to employ any person that has a relationship with any of the individuals listed above.
   (2) Prohibit those individuals listed above from: (i) Engaging in any activities involving the Contractor's present or potential subcontractors at any tier, including selection, award, or administration of a subcontract in which the individual has a present or potential financial or other significant interest; and (ii) Accepting a gratuity, favor, or anything of monetary value from a present or potential subcontractor, unless the gift is unsolicited and has an insubstantial financial or nominal intrinsic value; and
   (3) Establish penalties, sanctions, or other disciplinary actions for violations, as permitted by state or local law or regulations, that apply to those individuals listed above.

(b) Lobbying Restrictions. Contractor agrees that it will not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Contract, including any extension or modification, according to the following:
   (1) Laws, Regulations, Requirements, and Guidance. This includes: (i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended; (ii) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and (iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and
   (2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Contractor's proper official channels.

(c) Trafficking in Persons.
   (1) Legal Authorities. Contractor agrees to comply with federal requirements and guidance, including: (i) Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g); and (ii) The terms of this section

4(f), which have been derived from U.S. OMB regulatory guidance, “Award Term for Trafficking in Persons,” 2 CFR Part 175, per U.S. OMB’s direction

(2) Provisions Applicable to Contractor. Contractor agrees to, and assures that it will: (i) Provide Information. Inform FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in in this Section; and (ii) Include the following provision in any subagreement it enters into with a private entity as defined above: “XXX agrees that it and its employees that participate in the Contract, may not: engage in severe forms of trafficking in persons during the period of time that the Contract is in effect, procure a commercial sex act during the period of time that the Contract is in effect, or use forced labor in the performance of the Contract or subagreements thereunder.”

(d) Federal Tax Liability and Recent Felony Convictions.

(1) Transactions Prohibited. (i) Contractor hereby agrees and 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 a felony criminal violation under any Federal law within the preceding 24 months.

(2) Flow-Down. Contractor shall flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

(e) Debarment and Suspension. Contractor agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subcontractor that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended contractors.

(3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200.

(4) It will ensure that its subcontracts contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

(5) Contractor must not enter into a subcontract with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. As such, Contractor shall: (i) comply with federal debarment and suspension requirements; and (ii) reviews the SAM at

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https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Article 2 - Payment, audits and records

(a) Access to Records. Contractor agrees that it will and will require each of its subcontractors to provide: (1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and (2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of the grant as determined by FTA.

(b) Access to the Sites of Performance. Contractor agrees to permit, and to require its subcontractors, to permit FTA to have access to the sites of performance of the Work, the Contractor and to make site visits as needed in compliance with applicable federal regulations.

(c) Completion, Audit, Settlement, and Closeout.

(1) Completion. Within ninety (90) calendar days after completion or termination of the Work (or an earlier date as agreed upon by DRCOG and Contractor, the Contractor agrees to submit to DRCOG: (i) Its final Federal Financial Report, either electronically or on Federal Financial Report Standard Form 425 (SF-425); (ii) A certification of expenses incurred that implement the Contract; and (iii) The necessary audit reports of its Contract.

Article 3 – Civil rights

(a) Civil Rights Requirements Contractor agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance.

(b) Nondiscrimination in Federal Public Transportation Programs. Contractor agrees to, and assures that it and each subcontractor will:

(1) Prohibit discrimination based on race, color, religion, national origin, sex (including gender identity), disability, or age.

(2) Prohibit the: (i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow: (i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but (ii) FTA does not require an Indian Tribe to comply with FTA program specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

(c) Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to, and assures that each subcontractor will:

(1) Prohibit discrimination based on race, color, or national origin,

(2) Comply with: (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.; (ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil

Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332; and

(3) Follow: (i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; (ii) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3; and (iii) All other applicable federal guidance that may be issued.

(d) Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Contractor agrees to, and assures that each subcontractor will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (ii) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (iii) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; (iv) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.

(2) Specifics. Contractor agrees to, and assures that each subcontractor will: (i) Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to: (A) Recruitment advertising, recruitment, and employment; (B) Rates of pay and other forms of compensation; (C) Selection for training, including apprenticeship, and upgrading; and (D) Transfers, demotions, layoffs, and terminations; but (ii) Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer;" and

(3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (i) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

(e) Disadvantaged Business Enterprise. Contractor will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs) as follows:

(1) Contractor agrees and agrees to obtain the agreement of each of its subcontractors to include the following assurance in every subcontract it signs: (A) Contractor and each subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26; (B) Contractor and each subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award

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and administration of U.S. DOT-assisted subcontracts; (C) Failure by Contractor or any subcontractor to carry out the requirements of this subparagraph is a material breach of this Contract or any subcontract, as applicable; and (D) The following remedies, or such other remedy as DRCOG deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor or subcontractor from future bidding as non-responsible

(f) Nondiscrimination on the Basis of Sex. Contractor agrees to comply with federal prohibitions against discrimination based on sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25; and (3) Federal transit law, specifically 49 U.S.C. § 5332.

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

(h) Nondiscrimination on the Basis of Disability. 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) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities: (A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;" (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including: (i) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; (ii) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27; (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;

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(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; 58 (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.

Article 4 – Employee protections

(a) Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708). For contracts in excess of $100,000 that involve the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Awards Involving Construction. The Contractor agrees to comply and assures that each subcontractor with all federal laws, regulations, and requirements providing protections for construction employees involved in each project or related activities with federal assistance, including the:

(1) Prevailing Wage Requirements of: (i) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis Bacon Related Act"); (ii) The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and (iii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

(2) Wage and Hour Requirements of: (i) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. § 3701, et seq.; and (ii) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

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(3) "Anti-Kickback" Prohibitions of: (i) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874; (ii) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and (iii) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 CFR Part 3. 81

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

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

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

(e) Public Transportation Employee Protective Arrangements. As a condition of award of federal assistance appropriated or made available for FTA programs involving public transportation operations, the Contractor agrees to comply and assures that each subcontractor will comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

(1) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Contractor agrees, and assures that any subcontractor providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to any Contractor participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

Article 5 – Environmental protections

(a) General. The Contractor agrees to, and assures that its subcontractors will, comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future,

including state and local laws, ordinances, regulations, and requirements and follow applicable guidance.

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

(c) Environmental Justice. The Contractor agrees to, and assures that its subcontractors will, promote environmental justice by following:
  (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, (59 Fed. Reg. 7629, 3 C.F.R. 1994 Comp., p. 859) as well as facilitating compliance with that Executive Order;
  (2) U.S. DOT Order 5610.2(a), "Department of Transportation Updated Environmental Justice Order," 77 Fed. Reg. 27534, May 10, 2012; and
  (3) The most recent edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(d) Other Environmental Federal Laws. The Contractor agrees to comply or facilitate compliance, and assures that its subcontractors will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order No. 11988, as amended, "Floodplain Management."

(e) Use of Certain Public Lands. The Contractor agrees to comply, and assures that its subcontractors will comply, with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

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(f) Clean Air Act (42 U.S.C. §§ 7401 – 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 – 1388), as amended. For contracts in excess of $150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(g) Solid Wastes. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article 6 - Procurement, property and equipment standards

(a) Procurement. All procurement transactions for supplies, equipment and services shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition as provided in 49 U.S.C. § 5325(a) and as determined by FTA.

(b) Use of Real Property, Equipment, and Supplies.

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

(2) FTA Requirements and Guidance for Use of Project Property. Contractor agrees that: (i) Satisfactory Continuing Control. It will maintain continuing control of the use of its Project property as satisfactory to FTA, which is defined as the legal assurance that Project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition. (ii) Appropriate Use. It will use its Project property for appropriate purposes (including joint development purposes as well as uses that provide program income to support public transportation) for the duration of the useful life of its Project property, which may extend beyond the duration of the Contract, and consistent with other requirements FTA may impose. (iii) Delay or Failure to Use Project Property. The Federal Government may require it to return the entire amount of federal assistance spent on its Project property if, during the useful life of its Project property, it has unreasonably delayed using its Project property, or failed to use its Project property. (iv) Notification. It will notify DRCOG and FTA immediately when it uses any of its Project property in a manner substantially different from the representations in its Scope of Work or other documents submitted in support of the Contract, or the requirements of the Contract, or it withdraws any of its Project property from appropriate use. (v) FTA Guidance. It will consult FTA guidance through its circulars or other written documents for ways in which FTA property requirements should be implemented. FTA guidance will apply unless FTA determines otherwise in writing.

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(3) General Federal Requirements. Contractor agrees to comply with the applicable U.S. DOT property management provisions as provided in applicable U.S. DOT regulations. Contractor also agrees to follow FTA's reimbursement provisions pertaining to premature dispositions of certain equipment, as provided in the Master Agreement and FTA guidance.

(4) Maintenance. As provided in federal laws, regulations, requirements, and guidance, the Contractor agrees to maintain its Project property in good operating order, and comply with FTA regulations, "Transit Asset Management" and "National Transit Database," 49 CFR Parts 625 and 630.

(5) Property Records. Contractor agrees to keep satisfactory records of its use of its Project property, and, upon request, it will provide FTA the necessary information required to assure compliance with the Master Agreement.

(6) Incidental Use. (i) Contractor agrees that any incidental use of Project property will not exceed what is permitted under applicable federal requirements and federal guidance. (ii) As provided in 49 U.S.C. § 5323(p), it may permit nontransit public entities and private entities to have incidental use of its federally assisted alternative fueling facilities and equipment, only if: (a) The incidental use does not interfere with public transportation operations or violate the provisions of the Contract; (b) It fully recaptures all the costs related to the incidental use from any nontransit public entity or private entity that uses the alternative fueling facilities or equipment; (c) It uses revenues it receives from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and (d) Private entities pay all applicable excise taxes on fuel.

(7) Encumbrance of Project Property. Absent the express consent of the Federal Government in writing, Contractor agrees to preserve the federal interest in its Project property, and to maintain satisfactory continuing control of its Project property as follows: (i) Written Transactions. Contractor agrees that it will not execute any documents that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property including, but not limited to, lease, transfer of title, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangements, such as a cross-border or leveraged lease, or other types of innovative financing arrangements, or any restriction, constraint, or commitment that may apply to the Project property. Upon request, the Contractor will provide a copy of any document described above to FTA. (ii) Oral Transactions. Contractor agrees it will not obligate itself in any way through an oral statement to any third party with respect to its Project property that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property. (iii) Other Actions. Contractor agrees that it will not take any other action that would either adversely affect the federal interest in or impair its continuing control of the use of its Project property.

(8) Useful Life of Project Property. Contractor agrees that: (i) Determining the Useful Life. FTA may establish the useful life of Project property; (ii) Required Use. It will use its Project property continuously and appropriately throughout the useful life of that property; (iii) Expired Useful Life. When the useful life of its Project property has expired, it will comply with FTA's disposition requirements; and (iv) Premature Withdrawal. The Federal Government retains a federal interest in the fair market value of Project property or remaining useful life in Project property calculated based

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on straight line depreciation (including Project equipment acquired by a state). Therefore, if the Contractor withdraws that property from public transportation use prematurely, it will notify FTA immediately when any of its Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss. (a) Amount of Federal Interest. The federal interest in the Contractor's or any of its subcontractors' Project property will be determined based on the ratio of the federal assistance provided for that property to the actual cost of that property. (b) Financial Commitments to the Federal Government. Except as otherwise approved in writing by the Federal Government, the Contractor agrees that if its Project property is prematurely withdrawn from appropriate use: (A) It will return an amount equal to the remaining federal interest in the withdrawn property to the Federal Government; or (B) With FTA approval, it will invest an amount equal to the remaining federal interest in the withdrawn property in other transit property eligible for federal assistance provided through the Underlying Agreement.

Article 7 – Charter service, motor carrier safety

(a) Prohibitions. The Contractor agrees that neither it nor any subcontractor will engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service," 49 CFR Part 604, any other federal Charter Service regulations, federal requirements, or federal guidance.

(b) Exceptions. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions:

(1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Contractor uses that federal assistance for FTA program purposes only.

(c) Violations. If Contractor or any subcontractor engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 CFR Part 604, appendix D, or barring it or a subcontractor from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

(d) Financial Responsibility. The Contractor agrees to comply and assures that its subcontractor will comply with the economic and insurance registration requirements of the:

(1) U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA) regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 CFR Part 387, if it is engaged in operations requiring compliance with 49 CFR Part 387, it is engaged in interstate commerce, and it is not within a defined commercial zone; and

(2) The provisions of 49 U.S.C. § 31138(e)(4), which supersede inconsistent provisions of 49 CFR Part 387, and reduce the amount of insurance the Contractor must obtain to the highest amount required by any state in which the public transportation provider operates, if it operates within a public transportation service area located in

more than one state, and receives federal assistance under 49 U.S.C. §§ 5307, 5310, and 5311.

(e) U.S. FMCSA Requirements. The Contractor agrees to comply and assures that its subcontractors will comply with: (1) The safety requirements of U.S. FMCSA regulations, "Federal Motor Carrier Safety Regulations," 49 CFR Parts 390 – 397, to the extent applicable; and (2) The driver's license requirements of U.S. FMCSA regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 CFR Part 383, 90 and "State Compliance with Commercial Driver's License," 49 CFR Part 384, to the extent applicable, with the substance abuse requirements and guidance of U.S. FMCSA's regulations, "Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382, and implementing federal guidance, to the extent applicable.

(f) Alcohol Misuse and Prohibited Drug Use.
   (1) Requirements. The Contractor agrees to comply and assures that its subcontractors will comply with: (i) Federal transit laws, specifically 49 U.S.C. § 5331; (ii) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655; and (iii) Applicable provisions of U.S. DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 CFR Part 40.
   (2) Remedies for Non-Compliance. If FTA determines that the Contractor or subcontractor receiving federal assistance under 49 U.S.C. chapter 53 is not in compliance with 49 CFR Part 655, the Federal Transit Administrator may bar that Contractor or subcontractor from receiving all or a portion of the federal transit assistance for public transportation it would otherwise receive.

Article 8 – Disputes, breaches, defaults, and litigation

(a) FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Contract including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.

(b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor is located. The Contractor must include a similar notification requirement in its subcontracts and must require each subcontractor to include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
   (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
   (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Grant or the Contract, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

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Article 9 – Miscellaneous

(a) Rights to Inventions Made Under a Contract or Agreement. If the Contract involves the performance of experimental, developmental, or research work and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(b) Architectural Engineering and Related Services. If the Contract involves architectural engineering or related services, the Contractor agrees to comply and assures that each of its subcontractors will comply with 49 U.S.C. § 5325(b).

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

(d) Patent Rights. Contractor agrees that: (1) Its rights and responsibilities in any federally assisted invention, improvement, or discovery will be determined as provided in applicable federal laws, regulations, requirements, and guidance, including any waiver thereof; and (2) Unless the Federal Government determines otherwise in writing, irrespective of its status or the status of the Contractor as a large business, small business, state government, state instrumentality, local government, Indian tribe, nonprofit organization, institution of higher education, or individual, the Contractor will transmit the Federal Government's patent rights to FTA, as specified in 35 U.S.C. § 200, et seq., and U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(e) Rights in Data and Copyrights.

(1) Definition of "Subject Data." As used in this section, "subject data" means recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract. Examples of subject data include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Underlying Agreement.

(2) General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract: (i) Prohibitions. Contractor may not publish or reproduce any subject data, in whole, in part, or in any manner or form, or permit others to do so. (ii) Exceptions. The prohibitions do not apply to publications or reproductions for Contractor's own internal use, an institution of higher learning,

the portion of subject data that the Federal Government has previously released or approved for release to the public, or the portion of data that has the Federal Government's prior written consent for release.

(3) Federal Rights in Data and Copyrights. Contractor agrees that: (i) General. It must provide a license to its subject data to the Federal Government that is royalty-free, non-exclusive, and irrevocable. The Federal Government's license must permit the Federal Government to reproduce, publish, or otherwise use the subject data or permit other entities or individuals to use the subject data provided those actions are taken for Federal Government purposes; and (ii) U.S. DOT Public Access Plan – Copyright License. Contractor grants to U.S. DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the U.S. DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. Contractor herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that U.S. DOT shall have priority over any other claim of exclusive copyright to the same.

(f) Special Provision for Promoting Covid-19 Safety; Compliance with CDC Mask Order. (1) The Contractor agrees that it will comply, and will require all subcontractors to comply with the Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"). One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." Contractor agrees that it will comply, and will require all subcontractors to comply, with the CDC Mask Order. (2) Enforcement for non-compliance. The Contractor agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including: (i) Enforcement actions authorized by 49 U.S.C. § 5329(g); (ii) Referring the Contractor to the CDC or other Federal authority for enforcement action; (iii) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (iv) Any other enforcement action authorized by Federal law or regulation.

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Exhibit C: E-Verify federal contractor rule employment eligibility verification

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

(1) Means any item of supply that is—
   i. A commercial item (as defined in paragraph (1) of the definition at 2.101);
   ii. Sold in substantial quantities in the commercial marketplace; and
   iii. Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and
(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
   i. Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
   ii. Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
   iii. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or

within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

i. All new employees.

(A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

i. Enrollment in the E-Verify program; or

ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

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(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
(2) Has a value of more than $3,000; and
(3) Includes work performed in the United States.

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Scope of Work (Attachment)

Agency Information

Organization Name: Douglas County Government
Doing Business As: Department of Community Development
Address: 100 Third Street Castle Rock, CO 80104
Phone: 303-814-4374
Unique Entity ID: LXE5XEA44AH6

Organization URL: https://www.douglas.co.us/
Agency Director: George Teal
Agency Director Phone: (303) 660-7401
Agency Director Email: BOCC@douglas.co.us
Approved Indirect Rate w/Base: Not Applicable

Agency Description: Douglas County's goal is quality of life for all citizens. This includes keeping people safe, ensuring access to resources and services, and supporting the most vulnerable County residents.

Project Term Date: July 1, 2024 – June 30, 2025

Primary Contact
Primary Contact Name: Allison Cutting
Primary Contact Email: acutting@douglas.co.us
Primary Contact Phone: 303-814-4374

Grant General Information
Title of Proposal: Douglas County 5310 Mobility Management 2024-2025

Purpose
The Denver Regional Council of Governments is contracting with the provider for the services identified in this scope of work. The scope of work is generated from the proposal submitted to DRCOG the notice of funding opportunity that was issued for Federal Transit Administration Section 5310. Contractor must adhere to the information contained within the proposal that was submitted and the detailed budgets provided in DRCOG's grant management system.

Total Project Budget

Revenue Source	Amount
Total Contracted Funds	$250,182.00
Total Cash Match	$62,546.00
Total In-kind Match	$ 0.00
Total State Part E Match	$ 0.00
Total Estimated Program Income	$ 0.00
Total Revenue (Less Program Income)	**$312,728.00**

Appropriations

Service	Project Number	CFDA	Description	Amount
Mobility Management	402024	20.513	Federal Transit Administration – Section 5310	$250,182.00

Service: Mobility Management
Service Description

Douglas County uses a multifaceted approach to increase transportation options for older adults and individuals with disabilities through a strategic and collaborative program. Douglas County transportation includes a broad range of service options designed to meet the needs of older adults and people with disabilities who require various transportation services to ensure quality of life and access to employment. This program supports transportation services to meet the special needs of older adults and disabled populations in the regions of Douglas County within the Denver-Aurora UZA.

Service Budget

Revenue

Funding Source	Amount
Contracted Funds	$250,182.00
Cash Match	$62,546.00
In-kind Match	$0.00
State Part E Match	$0.00
Estimated Program Income	$0.00
Total Revenue (Less Program Income)	**$**312,728.00

Expenses

Expense Category	Amount
Personnel	$78,128.00
Travel	$0.00
Equipment	$0.00
Contractual Services	$234,600.00
Supplies	$0.00
Indirect	$0.00
Other Expenses	$0.00
Total Expenses	$**312,728.00**

Milestones

Service	Milestones	Estimated Date of Completion
Mobility Management	Service Start Date	7/1/2024
Mobility Management	Service End Date	6/30/2025
Mobility Management	Submit final Program Report	7/15/2025
Mobility Management	Submit Final Reimbursement Request	7/15/2025