


OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: County of Johnson 913. South Dubuque Street Iowa City, Iowa, 52240-4204	DUNS Number: 075836403 Taxpayer Identification Number: 426004806 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:
Recipient: 
128CF0F0C6294A4...

Authorized Representative: Pat Heiden

Title: Chairperson, Johnson County Board of Supervisors

Date signed: 5/12/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

County of Johnson

5/12/2021

Recipient

Date

DocuSigned by:
Pat Heiden
128CF0E0C6294A4

Signature of Authorized Official

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This professional services agreement (the "Agreement") is made and effective between

Community Transportation Association of America ("CTAA")
1341 G Street NW, Suite 210
Washington, DC 20005

And

East Central Iowa COG ("Subrecipient")
700 16th St, NE, Suite 301
Cedar Rapids, IA 52402

WHEREAS, CTAA operates the National Center for Mobility Management ("NCMM") through a cooperative agreement with the Federal Transit Administration (FAIN DC-2023-002-00); and

AND WHEREAS, Subrecipient was selected by CTAA to be a recipient of an NCMM Ready-to-Launch Pilot Grant; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. GENERAL TERMS AND CONDITIONS

1.1. The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference.

1.2. CTAA is the recipient of a Master Agreement (Cooperative Agreement) with the Federal Transit Administration (FAIN: DC-2023-002-00; CFDA: 20531; funding source: 5314 - Technical Assist, Standard HR, & Training [2018 and forward]) to operate the National Center for Mobility Management (NCMM), Phase II, Year 5. This contract is associated with that cooperative agreement, and is part of CTAA project number 377930. The period of performance for CTAA's contract with the FTA is March 1, 2023, through December 31, 2024.

2. SCOPE OF WORK

2.1 Subrecipient shall complete the activities set forth in Appendix B, attached hereto and incorporated herein by reference ("Activities"). Subrecipient shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein ("Deliverables").

3. AGREEMENT

3.1 The entire agreement between the parties consists of this agreement and all of the documents listed below ("contract documents") which are incorporated herein. The contract documents constitute the entire agreement between the parties regardless of any other prior or subsequent written or oral understandings or agreements.

- Appendix A—General Terms and Conditions

- Appendix B–Scope of Work
- Appendix C–Fee Schedule
- Appendix D–Federal Award Identification Information
- Appendix E–FTA Cooperative Agreement
- Appendix F– Federal Funding Accountability and Transparency Act Form
- Appendix G–Federal Contract Provisions
- Appendix H–“reserved”
- Appendix I–Waiver of Workers Compensation
- Appendix J–Nonstandard Insurance Statement
- Appendix K–Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities; AND Covered Telecommunications Equipment or Services–Representation (Oct 2020)
- Appendix L – “reserved”
- Appendix M – CTAA Code of Conduct

4. PERIOD OF PERFORMANCE

- 4.1 The period of performance for this Agreement shall be from April 9, 2024 to December 31, 2024. Options to extend this Agreement shall be made by written modification agreed to by all parties.

5. FEES, PAYMENT, AND INVOICING

- 5.1 In consideration of Services performed, CTAA will pay Subrecipient according to the general terms and conditions set forth in Appendix C and the payment terms set forth in Appendix C, attached hereto and herein incorporated by reference.
- 5.2 Subrecipient is not authorized to perform Services, make expenditures, or incur obligations that exceed Seventy-Five Dollars (\$75,000) and such amount, unless otherwise specified herein or through a formal change order, is the maximum amount for which CTAA shall be liable.
- 5.3 Subrecipient shall submit invoices no later than the 15th day following the close of the month in which the Services were performed. The invoiced period shall match the period for monthly progress reporting or deliverable, if applicable. Even if Subrecipient is not requesting reimbursement for costs related to Services performed, Subrecipient will still submit a written monthly progress report by the 15th following the month in which the services were performed. Subrecipient shall be paid within forty-five (45) days from the receipt of the proper invoice from Subrecipient that is approved by Client.
- 5.4 Subrecipient invoices shall include, at a minimum, the following information, and other details noted in the Monthly Report Form provided by CTAA:
- Payee Name and Remittance Address
 - Invoice Date
 - Total Contract Funded Value
 - Short Description of Activities Performed
 - Amounts being billed
 - Remaining amount to be billed (Contract Funded Value – Cumulative Amounts Billed)
- 5.5 Invoices shall be submitted to CTAA’s accounts payable department to 1341 G Street, NW, Suite 210, Washington, DC, 20005 for processing and can be sent by email to Bill Wagner, wagner@ctaa.org.
- 5.6 Each invoice shall contain the following certification signed by an authorized representative of the Subrecipient:

“I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement.”

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- 5.7 Should Subrecipient determine it needs to alter the originally approved budget between CTAA and Subrecipient, Subrecipient shall submit a request for Budget Modification showing, at a minimum, a) the entire original budget by line item, b) the requested revised amounts by line item, c) the percentage change between the original and revised amounts, and d) the reason for the requested change.
 - 5.8 Subrecipient will not subcontract with any other entities without the prior written consent of CTAA. Any such transfer without prior written consent of CTAA will be void and of no effect. Non-professional temporary personnel agencies and vendors of standard materials and supplies are not considered subcontractors for the purposes of this paragraph.
 - 5.9 If at any time during the project year governed under this contract, the Subrecipient determines that it will not be able to spend the full contract amount, it will notify CTAA immediately upon making this determination, to discuss potential actions to be taken.

6. KEY PERSONNEL

- 6.1 Subrecipient shall provide the key personnel listed below to perform the Services. The personnel are considered to be essential to the work performed and Subrecipient shall not replace any such key personnel without the prior written approval of CTAA, which approval shall not be unreasonably withheld. Where such authorization has been granted by CTAA, Subrecipient shall replace the key person(s) with a person(s) of comparable training and experience. Subrecipient has notified CTAA that the key personnel consist of the following individuals/positions: Jennifer Brock Grenis

7. NOTICE

- 7.1 Amy Conrick, Director of the National Center for Mobility Management, is responsible for supervision of all technical aspects of the contract up until June 30, 2024, and can be contacted at 202-415-9692, conrick@ctaa.org. After June 30, 2024, Bill Wagner will responsible for supervision of all technical aspects of the contract and can be contacted at 202-940-6036, wagner@ctaa.org.
- 7.2 Reginald Knowlton, CTAA's Chief Financial Office, is responsible for all contractual changes for this agreement and can be contacted at (800) 891-0590 and knowlton@ctaa.org.
- 7.3 Any notice given by either party shall be in writing and shall be deemed given, five (5) calendar days after deposit with the United States Postal Service, postage prepaid, certified return receipt requested, or upon actual delivery to the other party at the following addresses:

Community Transportation Assn. of America
1341 G Street, NW, Suite 210
Washington, DC 20005
Attention: Scott Bogren, Exec. Dir.
Email: bogren@ctaa.org


East Central Iowa COG ("Subrecipient")
600 16th St., NE, Suite 301
Cedar Rapids, IA 52402
Attention: Brock Grenis
Email: brock.grenis@eicog.org

8. ENTIRE AGREEMENT

- 8.1 Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, CTAA and Subrecipient have caused this Agreement to be executed by their duly authorized representatives as set forth below.

FOR:
Community Transportation Assn. of America



Scott Bogren, Executive Director

Name (Typed or Printed)

02/07/24

Date

FOR:
East Central Iowa COG



Brock Grenis, Transit Administrator

Name (Typed or Printed)

4-8-24

Date

APPENDIX A

GENERAL TERMS & CONDITIONS

1. **INDEPENDENT CONTRACTOR** Subrecipient is an independent contractor and not an employee, agent, or representative of CTAA. Subrecipient shall be solely responsible for all employment-related wages, benefits, FICA, federal and state unemployment and other taxes and payments as required by law, for itself and any persons it employs. Subrecipient shall perform the services and provide the necessary facilities, personnel, materials, equipment, and shall otherwise do all things necessary for the performance of the Statement of Work, and shall be solely responsible for its own financial obligations to third-parties and to its employees and contractors. Further, Subrecipient agrees that it shall not be covered by any CTAA insurance or benefits, including but not limited to Worker's Compensation, Professional Liability, General Liability, Employer's Liability, Automotive Liability, and Unemployment Compensation. Subrecipient shall protect, defend and hold CTAA harmless from any claims or penalties asserted or assessed against CTAA by any person or governmental entity relating to Subrecipient's responsibilities as an independent contractor.

2. **TAXES** Except as otherwise specified in this Agreement, the fees for Services and Deliverables shall include all applicable federal, state, local sales, provisional, municipal, use, privilege, and other taxes or assessments, however designated or levied, which are required pursuant to any applicable law, rule, or regulation and relate to any amounts payable under this Agreement and any required taxes or amounts in lieu thereof paid or payable by Subrecipient, exclusive of taxes based on Subrecipient net income or net worth.

3. **ADDITIONAL INSTRUMENTS** The parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to: (i) achieve the objectives of this Agreement, and establish, preserve, or enforce the related rights or (ii) provide the other with any and all documents or materials required to achieve the obligations in connection with this Agreement.

4. **CONFIDENTIAL INFORMATION**

Use and Nondisclosure. The Confidential Information of the discloser may be used by the receiver only in connection with the Services or Deliverables, and may only be copied or reproduced to the extent reasonably necessary for the receiver to perform its obligations or to receive or use the Services or Deliverables under this Agreement.

Subrecipient shall neither use nor disclose Confidential Information except to Subrecipient's directors, officers, Personnel who: (i) reasonably need to know such Confidential Information; (ii) have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; and (iii) have signed an agreement of confidentiality at least as restrictive as the confidentiality obligations herein. Subrecipient shall allow no Personnel or Persons to provide

Services or Deliverables who have not signed such an agreement. Subrecipient's Personnel and its subcontractors' obligations of confidentiality are in effect both during their employment and thereafter. Subrecipient shall take such steps necessary to ensure that no unauthorized person shall have access to Confidential Information

Subrecipient shall use Personal Data as set forth in Section 41 hereof ("**Data Protection Compliance**"), and ensure that it complies with any applicable laws related to the protection of Personal Data as set forth in Section 41 hereof ("**Data Protection Compliance**")

Standard of Care. Subrecipient shall maintain in strict confidence all Confidential Information received from CTAA and/or CTAA, either orally or in writing, or generated by the Subrecipient. Subrecipient shall protect the confidentiality of Confidential Information in the same manner as it would protect the confidentiality of its own confidential information of like kind, but in no event shall Subrecipient use less than reasonable care.

Return. Subrecipient shall return to CTAA and/or CTAA Confidential Information or destroy such Confidential Information, and all copies of such Confidential Information, upon the expiration or termination of this Agreement, unless CTAA otherwise directs sooner in writing.

Exceptions. Notwithstanding the foregoing, the preceding provisions of this Section 4 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction.

Government Obligations. A party will not be considered to have breached its obligations under this Section 4 for disclosing Confidential Information of the other party to the extent required to: (i) comply with the order of a court of competent jurisdiction or other governmental body having authority over such party; (ii) comply with applicable law or regulation requiring such disclosure; or (iii) make such court filings as may be required to establish a party's rights under this Agreement; provided that promptly upon receiving any request from or on behalf of such authority and to the extent that it may legally do so, such party receiving such request: (y) advises the other party prior to making such disclosure in order that the other party may: (a) object to such disclosure; (b) take action to ensure confidential treatment of the Confidential Information; or (c) take, subject to applicable law, such other action as it considers

appropriate to protect the Confidential Information and (x) takes all action necessary to not disclose Confidential Information that is not required to satisfy such legal requirement (including through redaction of sensitive commercial information, including key terms of this Agreement, or otherwise).

5. DELIVERABLES

Ownership of CTAA-Provided Intellectual Property. As between the parties, CTAA, its Affiliates and licensors will be the sole and exclusive owner of the Intellectual Property owned by CTAA or CTAA Affiliates or provided to Subrecipient by CTAA under this Agreement (collectively, the "CTAA-Provided Intellectual Property"). CTAA-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements or improvements to CTAA-Provided Intellectual Property.

Ownership of Subrecipient-Provided Intellectual Property. As between the parties, Subrecipient, its Affiliates and licensors will be the sole and exclusive owner of the Subrecipient-Owned Intellectual Property. Subrecipient-Provided Intellectual Property will be deemed to include any derivatives, modifications, enhancements or improvements to the Subrecipient-Provided Intellectual Property.

Ownership of Deliverables-Custom and Deliverables-Other. Unless otherwise provided for in this Agreement, and subject to any restrictions of any third-party materials and this Section hereof ("Embedded Subrecipient-Provided Intellectual Property"):

(i) Deliverables-Custom shall be CTAA's sole and exclusive property. Subrecipient hereby assigns to CTAA without further consideration of Subrecipient's rights in and to such Deliverables-Custom (excepting any Subrecipient-Provided Intellectual Property). To the extent any Deliverables-Custom contains Subrecipient Confidential Information, such information will be subject to Section 4 ("Confidential Information") hereof.

(ii) CTAA (and its Affiliates) will have a perpetual, irrevocable, worldwide, royalty free, non-transferable (except as otherwise provided herein), non-exclusive, paid-up right and license to use, maintain, copy, modify, enhance and prepare derivative works of the Deliverables-Other;

(iii) CTAA's rights in the Deliverables-Other will be strictly for purposes of CTAA's (and its Affiliates') as set forth in an applicable statement of work ("SOW");

(iv) CTAA may allow CTAA third-party vendors as an authorized user under CTAA's license to use the Deliverables- Other to the extent that such CTAA Third party Vendors are under an obligation of confidentiality with CTAA at least as restrictive as the terms set forth herein, such use is in accordance with the license restrictions contained herein and solely for the purpose of such CTAA Third party Vendors' providing Services or Deliverables to CTAA or CTAA Affiliates. All other rights (including all other intellectual and industrial property rights) in the Deliverables-Other will remain with or are hereby assigned to Subrecipient.

Embedded Subrecipient-Provided Intellectual Property. To the extent Subrecipient incorporates or embeds

Subrecipient-Provided Intellectual Property into any Deliverables, the following provisions will apply:

(i) Subrecipient will grant and hereby grants to CTAA a nonexclusive, nontransferable (except as otherwise provided herein), worldwide, royalty-free, perpetual, irrevocable license to use, maintain, modify, enhance and create derivative works of such Embedded Subrecipient-Provided Intellectual Property to the extent necessary to use or maintain such Deliverables for CTAA's (and its Affiliates') business purposes set forth in an applicable SOW and solely as used in such Deliverables and not as a "stand-alone" product or separately from such Deliverables in which it is embedded. Subrecipient will not be deemed to have transferred or assigned any other rights to CTAA with respect to any Embedded Subrecipient-Provided Intellectual Property.

Notwithstanding the foregoing, Subrecipient, its Affiliates and licensors will be the sole and exclusive owner of the Subrecipient-Provided Intellectual Property Enhancements. CTAA hereby grants to Subrecipient without further consideration CTAA's rights in and to such Subrecipient-Provided Intellectual Property Enhancements. All such Subrecipient-Provided Intellectual Property Enhancements will be deemed part of the license granted to CTAA as set forth in this Section.

(iii) If CTAA Affiliates are under an obligation of confidentiality at least as restrictive as the terms set forth herein, CTAA may allow CTAA Affiliates as an authorized user under CTAA's license to the Deliverables (including Embedded Subrecipient-Provided Intellectual Property) to the extent such use is in accordance with the license restrictions contained herein. Such use is conditioned on CTAA and CTAA Affiliates' agreement that all claims related to CTAA's license must be brought solely by CTAA. CTAA shall be liable for the acts and omissions of its Personnel, and its Affiliates and their Personnel.

(iv) If CTAA third-party vendors are under an obligation of confidentiality at least as restrictive as the terms set forth herein, unless otherwise provided in this Agreement, CTAA may allow CTAA third-party vendors as an authorized user under CTAA's license to use the Deliverables (including Embedded Subrecipient-Provided Intellectual Property) to the extent such use is in accordance with the license restrictions contained herein, and solely for the purpose of such CTAA third-party vendors' providing services to CTAA or CTAA Affiliates. CTAA shall be liable for the acts and omissions of CTAA third-party vendors and their personnel. Subrecipient shall defend and indemnify CTAA against any claim or loss related to the infringement of any patent, trademark or copyright by Subrecipient under this Agreement.

6. CONFLICTS OF INTEREST In the performance of the Services or delivery of the Deliverables hereunder, it is Subrecipient's responsibility to avoid (i) any actual or apparent conflict between Subrecipient's duties or obligations to other parties, including the federal government or the local country government, and such duties and obligations assumed under this Agreement and (ii) disclosure of information which would, or would appear

to, violate such duties and obligations to third-parties. In the performance of this Agreement, Subrecipient shall not make or participate in any marketing calls or contacts with the federal government or the local country government or others which might create the possibility or appearance of a conflict of interest or an actual conflict of interest.

Subrecipient warrants that neither its entering into this Agreement nor its performance of any Services and/or delivery of Deliverables hereunder will result in an actual or apparent conflict of interest on its part. For purposes hereof, a conflict of interest includes, but is not limited to, circumstances under which Subrecipient may become biased with respect to the Services or Deliverables, gain an unfair competitive advantage or otherwise not be in the best interest of CTAA with respect to the Services. Subrecipient further warrants that it will promptly notify CTAA of any such actual or apparent conflict of interest of which it becomes aware after the Effective Date of this Agreement. Failure of Subrecipient to promptly disclose a conflict of interest shall constitute a material breach of this Agreement. Subrecipient further warrants that entering into this Agreement will not conflict with any existing agreements or arrangement to which the Subrecipient is party.

7. **MEETINGS/EVENTS** Subrecipient shall attend periodic meetings as may be required by CTAA, and be prepared to accurately report on the current and projected status of the Services at those meetings.

8. **NOTICE of EXPENDITURE** If this is a time and materials, cost reimbursable or unit price agreement, Subrecipient shall provide prompt written notice to CTAA of expenditures of seventy-five percent (75%) and ninety percent (90%) of estimated costs unless the period of performance for the Services is less than two (2) weeks.

9. **LICENSES and PERMITS** Subrecipient represents and warrants that it has or shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability or failure to obtain such items shall not excuse Subrecipient's failure to strictly comply with the terms hereof.

10. **RELATED WORK** Should Subrecipient's performance depend in any way on the proper performance of another subcontractor or consultant, Subrecipient agrees to take all reasonable measures to discover any defects in such performance as it relates to the Services and shall promptly report such defects in writing to CTAA. Subrecipient shall cooperate fully with other subcontractors and consultants and with CTAA's employees and agents, shall incorporate any reasonable changes in scheduling and performing the Services to accommodate the needs of the other subcontractors or consultants, and shall comply promptly with the directions given by CTAA's representatives.

11. **CONTACTS with CTAA'S CUSTOMERS** CTAA shall be solely responsible for all liaison and coordination with its customers. Under no circumstances will Subrecipient act upon directions given by CTAA's customers. If Subrecipient receives such directions from one or more of CTAA's

customers, Subrecipient will notify CTAA as soon as possible and obtain written authorization from CTAA before taking any action based upon those directions. CTAA will not be liable for the cost of work done by Subrecipient without the express written authorization of CTAA.

12. **NON-SOLICITATION of CUSTOMERS** Subrecipient agrees that, during the term of this Agreement and for a period twelve (12) months after the termination of the Subrecipient's provision of services (for any reason) thereof, the Subrecipient shall not engage in any of the following:

- a. solicit CTAA's customer(s) for existing business or for follow on business specifically arising from this Agreement;
- b. provide the services being provided by the Subrecipient to CTAA's customers; or
- c. compete with CTAA for the provision of services or any follow-on business to CTAA's customers.
- d. Nothing in this Agreement shall preclude Subrecipient from offering or selling its standard commercial products or services to any third-party, provided such offering or sale does not result in the Subrecipient breaching this Agreement.
- e. The parties acknowledge that the restrictions set forth in Sections 12(a), 12(b), 12(c), and the Non-Solicitation of Employees clause do not contain any geographic scope and agree that such a scope is unnecessary in light of the limited functional scope of the respective restrictions set forth in those Sections.
- f. The Subrecipient agrees that an impending or existing violation of any of the restrictive covenants contained in this Agreement would cause CTAA irreparable injury for which it would have no adequate remedy at law and agrees that CTAA shall be entitled to obtain injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
- g. The Subrecipient's obligations under each of Sections 12(a), 12(b), 12(c), and the Non-Solicitation of Employees clause are independent, separable, and independently enforceable of each other and of any legal obligations that may exist between CTAA and the Subrecipient.
- h. The real or perceived existence of any claim or cause of action of the Subrecipient against CTAA, whether predicated on this Agreement or some other basis, shall not alleviate the Subrecipient of the Subrecipient's obligations under this Agreement and shall not constitute a defense to the enforcement by CTAA of the restrictions and covenants contained herein.

13. **NON-SOLICITATION of EMPLOYEES** During the Term and for an additional period ending on the first anniversary of the date of termination of this Agreement for any reason (collectively the "Restricted Period"), CTAA and Subrecipient shall not, without the other party's prior written consent, directly or indirectly, (i) offer employment

(or a consulting, agency, independent contractor or other similar paid position) to any Person who is or was at any time during the twelve (12) months prior to such offer an employee, representative, officer or director of either party or any of its subsidiaries and who was working on the project that is the basis of the Agreement or (ii) induce, encourage or solicit any such Person to accept employment (or any aforesaid position) with either party or an entity with which either party is otherwise affiliated. Further, during the Restricted Period, neither party shall encourage nor induce any such employee, representative, officer or director of the other party or any of its subsidiaries to cease their relationship with the other party or any of its subsidiaries for any reason. However, this Section will not apply to (x) individual Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel, or (y) work by an entity engaged by a party other than in connection with this Agreement. "Solicit", as used in this Section, shall not be deemed to include advertising in newspapers or trade publications available to the public

14. CHANGES

- a. No change in the Services ("Change" or "Changes") shall be made without the express written authorization of CTAA. All changes shall be mutually agreed upon by all parties. CTAA may at any time, by written notice, and without notice to sureties or assigns, make changes within the general scope of this Agreement to any one or more of the following: 1) description of services; 2) drawings, designs, or specifications; 3) method of shipping or packing; 4) place of inspection, acceptance, or point of delivery; 5) time of performance; and 6) place of performance.
- b. If any such change causes a change in the labor mix, or the time required for performance of any part of this Agreement, Subrecipient may request an equitable adjustment in this Agreement price and/or delivery schedule.
- c. Subrecipient must request any equitable adjustment within seven (7) calendar days of receipt of the written change. If the Subrecipient's proposal includes the cost of property made obsolete or excess by the change, CTAA shall have the right to prescribe the manner of disposition of the property.
- d. Disagreement over any adjustment shall be resolved in accordance with the "Disputes" clause of this Agreement. However, nothing contained in this clause of this Agreement shall excuse Subrecipient from proceeding without delay in the performance of this Agreement as directed.

15. EMPLOYEE PERFORMANCE Subrecipient shall immediately remove from performing the Services any employee (including employees of approved lower tier subcontractors or lower-tier consultants) that CTAA deems

unresponsive, uncooperative or a hindrance to the performance of the Services and shall promptly recommend a suitable replacement for CTAA's approval. Persons so removed shall not be used in the future for the Services without the express written authorization of CTAA. Subrecipient warrants that it will only utilize personnel and approved lower tier subcontractors who are adequately trained and experienced to properly perform the Services in a safe and efficient manner.

16. INSPECTIONS CTAA and/or its designee may inspect and otherwise evaluate the Services or Deliverables at any reasonable time and place, but such review or approval is for CTAA's sole benefit and shall not relieve Subrecipient from its representations and obligations set forth in this Agreement.

17. WARRANTY

- a. **Goods:** Subrecipient warrants that all goods furnished under this Subcontract will be: free from defects for a period of not less than one (1) year from final acceptance by CTAA or for the standard warranty period provided by Subrecipient, whichever is longer; will conform with all requirements of this Agreement, and, unless manufactured solely in accordance with CTAA-certified manufacturing designs, will be free from defects in design. Any goods corrected or replaced will be covered by this warranty. Subrecipient agrees to notify CTAA immediately upon becoming aware of a potential problem with goods previously delivered to CTAA. Such notification shall include a recommended course of action.
- b. **Services:** Subrecipient warrants that all services performed under this Agreement will be performed with the standard of a fully qualified professional, be free from defects, conform to the requirements of the Agreement, and be performed in strict compliance with any regulatory or international standards specified in the Statement of Work for this Agreement. Any services corrected or re-performed will be covered by this warranty.
- c. The warranties provided in (a) and (b) above shall apply unless a more extensive warranty(s) is/are specified as in the Prime Contract Clauses, or regularly offered by Subrecipient, in which case the greater warranty shall apply.
- d. If Subrecipient breaches any warranty, CTAA may elect, at its sole discretion and with no increase in the Agreement price, to:
 - i. Require Subrecipient either to repair or replace, at CTAA's election, defective or nonconforming goods promptly; or
 - ii. Require Subrecipient promptly to furnish materials or parts and installation instructions required to successfully accomplish the correction of defective or nonconforming goods, and equitably reduce the Agreement

- price to account for the cost of correction including, without limitation, removal and installation; or
- iii. Require Subrecipient to promptly redesign defective or nonconforming goods and require Subrecipient promptly to repair or replace goods manufactured in accordance with such defective design; or
- iv. Require Subrecipient either to correct or re-perform, at CTAA's election, defective or nonconforming services promptly; or
- v. Equitably reduce the Agreement price; or
- vi. Correct or have corrected the nonconformity at Subrecipient's expense.

18. **BILLINGS** Subrecipient warrants, and will separately certify each invoice submitted hereunder, that to its best knowledge and belief, the billings presented by Subrecipient are a complete and accurate statement of the Services provided by Subrecipient, that Subrecipient is properly entitled to payment, and that all amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement. Subrecipient shall be paid within forty-five (45) days from the receipt of the proper invoice from Subrecipient that is approved by CTAA. Invoicing shall be once a month unless CTAA agrees in writing to an alternative invoice cycle. Each invoice shall contain all invoice data required in the Prime Contract as it relates to the Services. No billing will exceed the amounts authorized in the Agreement.

19. **CONTRACT CEILING PRICE** If at any time Subrecipient has reason to believe that an increase in the ceiling of a time and material, unit price or cost reimbursable contract will be necessary, it will give prompt prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that CTAA may, at its sole discretion, increase such limitation by written modification to this Agreement.

Subrecipient shall not exceed the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement. Subrecipient shall continue to perform the Services pending resolution of the Dispute.

CTAA shall not be obligated to use all Services or assistance referenced herein and CTAA shall pay only for those Services authorized by CTAA pursuant to the terms of this Agreement and actually rendered by Subrecipient.

20. **AUDIT RIGHTS** For three (3) years following the completion or termination of this Agreement, or for any government awards the period required by the grantor agency, CTAA and/or CTAA's designee shall have access to Subrecipient's records and documentation for audit purposes during normal business hours and upon reasonable notice. Subrecipient shall promptly reimburse

CTAA for any amounts for which Subrecipient cannot provide adequate documentation or substantiation or are otherwise unallowable or not properly chargeable.

Upon the expiration or termination of this Agreement, Subrecipient shall make complete disclosures of all activities under this Agreement not previously reported and certify in writing that such disclosures are complete and accurate.

21. **CURRENCY of PAYMENT** Unless otherwise set forth in this Agreement, all payments shall be in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of payment. The date of each invoice shall be clearly marked on each invoice.

22. **SET-OFF** CTAA may, at its election, make a reduction or set-off, in whole or in part, against any amounts payable to Subrecipient or any Losses for which Subrecipient is liable under this (or any other) Agreement or pursuant to law and equity.

23. **TERMINATION for CONVENIENCE** CTAA may at its sole convenience terminate this Agreement in whole or in part and require Subrecipient to cease performance of the Services. In such event, Subrecipient shall be paid only for the Services properly performed prior to such termination. Subrecipient waives all claims for profits not earned as a result of such termination.

24. **TERMINATION for DEFAULT** CTAA may terminate this Agreement in whole or in part in the event that Subrecipient fails to strictly adhere to the terms and conditions of this Agreement; fails to make progress so as to endanger the timely completion of the Services or deliverables and fails within three (3) calendar days to take appropriate corrective action, repetitively fails to maintain timely progress of the Services, fails to strictly observe or comply with any provision of this Agreement, causes CTAA to be in violation of its obligations under the Prime Contract, or in the event of any proceeding by or against the Subrecipient in bankruptcy or insolvency or appointment of a receiver or trustee or assignment for the benefit of creditors, CTAA may, in addition to any other right or remedy provided by this Agreement, law or equity, terminate all or part of the Services and upon written notice to Subrecipient, take control over the site, equipment and materials thereon, including all related work files and site records. In the event of such termination or partial termination, Subrecipient shall not be entitled to receive any further payment until the terminated Services are completed. If any amount due, including retainage, for Services completed by the Subrecipient at the time of termination shall exceed the sum of the total cost to CTAA, including reasonable administrative costs, such excess amount, including retainage shall be paid to Subrecipient. If the sum of the total cost to CTAA to complete the terminated Services plus any amount previously paid to Subrecipient exceeds the contract price for the completed Services, Subrecipient shall immediately pay such amount to CTAA. Subrecipient shall continue to diligently perform such Services that have not been terminated by CTAA.

25. **STOP-WORK** Notwithstanding any other provision hereof, CTAA may, by notice to Subrecipient, suspend all or any portion of the Services. Subrecipient shall stop all such Services immediately upon receipt of CTAA's stop-work order and shall promptly resume the Services after receipt of direction from CTAA to proceed. Stop-work orders issued for conditions or circumstances unrelated to the Subrecipient's fault or negligence shall result in a reasonable adjustment in the contract schedule.

26. **RISK of LOSS** Subrecipient bears the risk of loss for the Services until final acceptance thereof.

27. **INDEMNIFICATION** Subrecipient shall defend, indemnify and hold CTAA, CTAA's subsidiaries, affiliates, directors, officers, agents and employees, and each of them harmless against any injury, death, damages, suit, claim or other loss ("Loss"), including expenses and actual attorneys fees, arising from or related to this Agreement or the breach thereof, except to the extent that such Loss was caused by the gross negligence or willful misconduct of CTAA. This provision shall survive termination of this Agreement.

28. **INSURANCE** During the term of this Agreement the Subrecipient shall maintain the Insurance requirements as determined by the selected boxes checked below.

If the Subrecipient does not carry the insurance coverage's or limits indicated below, the Subrecipient shall have the option to:

1. Complete and Sign the Nonstandard Insurance Statement (**Appendix J**) indicating the types and limits of coverage the Subrecipient carries for CTAA's consideration. CTAA will review and advise if the limits identified within **Appendix J** are acceptable prior to the performance of Services. If approved, **Appendix J** will replace the types and limits identified within this section in its entirety

Worker's Compensation Insurance: Statutory Workers Compensation in accordance with all country, state, local or other applicable jurisdictional requirements of the location in which work is to be performed.

If the Subrecipient is exempt from carrying workers compensation as defined by the workers compensation statues and regulations in their state, country or other applicable jurisdiction, please complete, sign, and return Waiver of Workers Compensation (**Appendix I**). If approved, this waiver will replace the types and limits identified within this Subsection in its entirety.

Commercial General Liability Insurance: \$1,000,000 each occurrence; \$2,000,000 general aggregate (including bodily injury, property damage, personal injury, advertising injury, products and completed operations, and contractual liability)

Business Automobile Liability Insurance: \$1,000,000 per occurrence (Owned and Non-owned).

Excess or Umbrella liability insurance: \$1,000,000 each occurrence; \$1,000,000 general aggregate. Limit applies in excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability policies.

Property Insurance: covering the full replacement value of any and all property of CTAA which is in the Subrecipient's care, custody and/or control.

Professional Liability, Errors and Omissions Insurance: \$1,000,000 per occurrence.

CTAA shall not be responsible for any deductibles, self-insured retentions, and/or waiting periods that may appear in the Subrecipients policies.

Subrecipient shall furnish certificates of insurance to CTAA within five (5) business days of execution of this Agreement, and from time to time upon CTAA's reasonable request. Subrecipient shall provide at least thirty (30) calendar days written notice to CTAA of any policy cancellation, non-renewal or material reduction in coverage that is relevant to the contract.

The insurance requirements herein as to the types and limits of insurance coverage are to be maintained by Subrecipient, and any approval of said insurance by CTAA are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Subrecipient pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

Subrecipient's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements on request, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and CTAA may, at its option, terminate the Contract for any such default by Subrecipient.

All insurance policies required shall be issued by insurance companies rated at least 'A-' 'VII' in the most current edition of *A.M. Best Guide* or equivalent rating from another ratings agency.

All coverage obtained and maintained by the Subrecipient and the Certificate of Insurance shall indicate:

CTAA "entity", its subsidiaries and "CTAA" are included as Additional Insured as respect to the General Liability and Automobile Liability policies. Waiver of Subrogation is included to the extent permitted by law. All policies are primary and, with the exception of Professional Liability, non-contributory with any and all applicable coverage, contain cross-liability coverage, and severability of interests language.

29. **DISPUTES** The parties shall attempt in good faith to first resolve internally any dispute arising out of or relating to this Agreement through negotiations between authorized representatives of each respective party in the normal course of business, before resorting to the pursuit of any other remedies available at law or in equity.

If such dispute has not been resolved through negotiation, the parties may seek resolution of the matter utilizing any or all remedies that they have available under the law including bringing an action in court. For any litigation brought related to this Agreement, the parties agree that

the venue for such litigation shall be as described in the "Governing Law" clause hereof.

Each party agrees to bear its own costs related to resolving any dispute arising under or related to this Agreement. In addition, the losing party in a court action shall be responsible for payment of the court costs and reimbursement of the other party's legal fees incurred in support of such court action. Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Agreement, the parties shall proceed diligently with the performance of this Agreement.

30. ASSIGNMENT/SUBCONTRACTING

- a. Neither the Subcontract nor any duty or right under the Subcontract shall be delegated or assigned by Subrecipient to another party without the prior written consent of CTAA, except that claims for monies due or to become due may be assigned to a financial institution if CTAA is so notified in writing prior to such assignment. CTAA shall be furnished a signed copy of any such assignment. All payments under the Subcontract, including those to an assignee, shall be subject to setoff or recoupment for any present or future claim or claims that CTAA may have against Subrecipient. CTAA reserves the right to make settlements, or adjustments in price, or both, with Subrecipient under the terms of the Subcontract notwithstanding any assignment of claims for monies due or to become due hereunder and without notice, to the assignee. Subrecipient is responsible to ensure that all terms, conditions and flow-down requirements in the Subcontract are flowed down to any lower tier subcontractor who is approved by CTAA. Subrecipient is fully responsible for the acts and omissions of its lower tier subcontractors and of persons either directly or indirectly employed by them.
- b. Subrecipient shall not assign, novate, or transfer, by operation of law or otherwise, the Subcontract, in whole or in part, without the prior written approval of CTAA. For purposes of the Subcontract, an assignment shall be deemed to occur upon the earlier of the announcement or consummation of any of the following: a merger, consolidation, sale or acquisition of a party or any division or component of Subrecipient; the sale of all or substantially all of the assets of Subrecipient; or the acquisition of a controlling interest in the stock or interest, as the case may be, of the Subrecipient.

Any assignment, novation, or transfer not in accordance with this Article shall be in a material breach of the

Subcontract, which shall entitle CTAA to terminate the Subcontract immediately.

PUBLICITY AND PUBLICATIONS The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright. No public releases including those for news, advertising, information, technical or scientific purposes relating to this agreement shall be issued by Contractor without CTAA's prior written consent.

31. No public releases including those for news, advertising, information, technical or scientific purposes relating to this Agreement shall be issued by Subrecipient without CTAA's prior written consent.

32. ORDER of PRECEDENCE In the event of a conflict in the terms and conditions of the contract documents, the following order of precedence shall apply:

- The/This Agreement (*)
- The Scope of Work
- General Terms and Conditions (this Exhibit A)
- Fee Schedule
- Other contractual documents

(*) References to "the Agreement," "this Agreement," "the Contract" or "this Contract" shall refer to the base agreement to which these General Terms and Conditions are appended.

33. NON-WAIVER Failure of CTAA to insist on strict performance of any of the terms and conditions contained in this Agreement shall not constitute or be construed as a waiver or relinquishment of CTAA's right to subsequently require strict compliance with such terms and conditions.

34. SEVERABILITY If any part of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement shall remain in full force and effect as to the remaining provisions.

35. COMPLIANCE with LAW [AS APPROPRIATE FOR FEDERALLY-FUNDED CONTRACTS]

Subrecipient specifically agrees to comply with all Federal and state laws and regulations of contractor conduct such as procurement integrity regulations, and post-government service employment regulations including, but not limited to 41 U.S.C. 423 and 18 U.S.C. 207 which apply to Subrecipient, Subrecipient's employees, or the work performed by Subrecipient under this Agreement.

Subrecipient shall provide CTAA with information, documentation, and certifications and execute such papers as will demonstrate Subrecipient's compliance with said laws, regulations and this Agreement upon request. Subrecipient will provide CTAA with additional assistance, if requested, to enable CTAA to also comply with said laws and regulations.

Subrecipient agrees to comply with all applicable provisions of the OFPP/OMB Policy Letter on Subrecipients and Conflict of Interest, the Lobbying and Disclosure Act of 1995, and Public Law No. 101-121 (the Byrd Amendment),

including but not limited to, those pertaining to disclosure, registration, and certification. Further, Subrecipient shall not perform any activities on behalf of CTAA which are intended to influence or which attempt to influence U.S. Government Executive or Legislative branch officers or employees, including members of Congress, with respect to the award, renewal, extension, amendment, administration or modification of a contract, grant, cooperative agreement, loan, license or permit. Subrecipient shall make no communication (written, oral or telephonic) to a Congressional or Executive branch member, officer or employee on CTAA's behalf without the prior written consent of CTAA. Subrecipient shall not knowingly solicit or obtain, directly or indirectly, from any government or agency employee, any proprietary or source selection information.

Notwithstanding the above, Subrecipient shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. Additionally, Subrecipient shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits the discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals with disabilities.

Subrecipient shall not offer or provide any bribe or kickback to any person, nor shall Subrecipient offer or provide any gratuity of any type or nature, including the purchase of meals, to any Federal, State, or local government employees or officials.

Subrecipient hereby acknowledges that at the time of entering into this Agreement neither it nor any person employed by or representing Subrecipient is (1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any program sponsored by a Federal, State or local department or agency; or (2) under current investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any Federal, State, or local department or agency. Subrecipient represents that it will immediately notify CTAA of any inquiry or commencement of any debarment proceedings from any government procurement activity; and any suspension, debarment, pending debarment charges or criminal convictions or notice thereof received during the performance of this Agreement. Upon receiving such written notice of inquiry or commencement of any such proceeding from Subrecipient, CTAA shall have the right to immediately terminate this Agreement.

36. GOVERNING LAW The validity, construction, scope, and performance of this Agreement shall be governed by the laws of the District of Columbia without regard to its conflict of law principles, except as to any provisions hereof which are governed by the laws or regulations of the United States of America, as to which provisions such laws of the United States shall govern

provided, however, that the parties hereby expressly agree that any resulting award shall not be governed under the terms and conditions of the U.N. Convention on Contracts for the International Sale of Goods, as applicable. In the event an action or proceeding is commenced with respect to this Agreement, the prevailing party shall be entitled to receive reasonable legal fees and expenses from the other party. Each party expressly and irrevocably consents that any suit, action, or proceeding arising out of or related to this Agreement and brought by either party will be instituted in a court of competent jurisdiction sitting in the District of Columbia, and both parties further expressly waives any objection that it has or may have to the jurisdiction of such courts. Further, each party hereby waives its right to a jury trial in any action arising hereunder.

37. NO AGENCY Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

38. CAPTIONS The captions and headings of this agreement are intended for convenience and reference only, shall not affect the construction or meaning of this Agreement.

39. BUSINESS ETHICS & CONDUCT CTAA is committed to conducting its business free from unlawful, unethical or fraudulent activity. Subrecipient and each of its Personnel, and subcontractors that perform Services or provide Deliverables hereunder will: (i) conduct their activities fairly, impartially, and in an ethical and proper manner; and (ii) not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

Subcontract agreements that have a cumulative funded value in excess of \$5,000,000 and a performance period of more than 120 days, FAR 52.203-13 requires the establishment of a company code of business ethics and conduct. Accordingly, the subcontractor identified herein, by execution of any agreement with CTAA with a cumulative funded value exceeding \$5,000,000 and a performance period of more than 120 days, certifies (1) that it has already established, or (2) shall establish within 30 days after award, a code of business ethics and conduct that at a minimum is in compliance with FAR 52.203-13 (b), which is incorporated into this agreement by reference or (3) Subrecipient will adhere to CTAA's published Code of Ethics, which is available upon request by contacting the subcontracts administrator listed herein.

40. DATA PROTECTION COMPLIANCE The parties shall comply with their respective obligations under applicable data privacy and data security laws and regulations (together, the "Data Protection Laws"). Where, in connection with this Agreement, Subrecipient Treats Personal Data, Subrecipient shall: (i) maintain throughout the Term the appropriate data privacy and data security

measures, policies, and procedures that are designed to comply with the Data Protection Laws; (ii) Treat Personal Data solely to provide the Services hereunder and for no other purpose; (iii) only grant "need to know" Personnel access to Personal Data; (iv) not disclose Personal Data to any person or third-party except as set forth in an SOW or as required by law or with CTAA's prior written consent; (v) implement all commercially reasonable practices to prevent misuse, destruction, loss, theft, intrusion, attack, computer virus infection, unauthorized Treatment, or similar activities; (vi) preserve the integrity of all Personal Data and system information on systems and in databases maintained by Subrecipient in transfer to, transfer from, or while at rest with Subrecipient (including, but not limited to, using industry standard encryption technology); and (vii) immediately notify CTAA if it becomes aware of any misuse of Personal Data or actual unintended or unauthorized access of any Subrecipient system that may Treat Personal Data produced under, provided under, or related to this Agreement or any SOW subject to this Agreement. Subrecipient warrants that it has a formal written information data privacy and data security program or an equivalent program, which may be found at <https://www.privacyshield.gov/welcome> and is incorporated herein to this Agreement by reference.

Notwithstanding the above provisions, if Subrecipient Treats Personal Data of resident in European, United Kingdom, Canadian, or similar data protection laws jurisdictions, it will either (i) obtain certification for, and comply with, Privacy Shield or its successor, a link with may be found at <https://www.privacyshield.gov/welcome> and notify CTAA in writing within five (5) days, upon either the renewal of Subrecipient's certification or the lapse of same or (ii) Treat such Personal Data under EU-approved Standard Contractual Clauses ("EU Model Clauses") and shall abide by all provisions in such EU Model Clauses applicable to "subprocessors" as defined therein immediately upon CTAA providing Subrecipient with a copy of such EU Model Clauses.

41. CLOSEOUT Unless otherwise requested from CTAA, the Subrecipient shall provide CTAA, within forty-five (45) calendar days following the end date of this agreement, or any modification issued thereunder, a closeout certification in a form to be provided by CTAA.

In the event Subrecipient fails to submit the required closeout information and documentation within ninety (90) calendar days, such failure shall constitute Subrecipient's de facto agreement that the amounts paid to date by CTAA pursuant to this Agreement, as determined solely by CTAA's records, shall constitute the full, complete and final extent of CTAA's financial obligation to Subrecipient under this agreement.

Subrecipient further certifies and warrants its responsibility to maintain all technical, contractual, and financial records pertaining to this Agreement for a period of seven years following final payment from CTAA.

42. FORCE MAJEURE Neither Subrecipient nor CTAA shall be liable in any way for failure to perform any provision of this Agreement (except payment of monetary

obligations) if such failure is caused by any law, rule, or regulation, or any cause beyond the control of the party in default. Should such acts or events occur, the parties shall use commercially reasonable efforts to overcome all difficulties and to resume work as soon as reasonably possible.

43. ENTIRE AGREEMENT The parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof, and contains the entire agreement of the parties. No modification or other change to this Subcontract shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

APPENDIX B

Scope of Work

Subrecipient shall complete all the activities designated by NCMM under the Ready-to- Launch Grant, including the following:

1. The team lead will convene an advisory group at least monthly to review the progress of the pilot They should provide input on the following: a) Establishing baseline measures and progress performance measures; b) Understanding the impact on the target population; c) Identifying Ways to build on relationships with non-transportation partner organizations through the pilot; d) Contributing to finding support for sustainable funding opportunities
2. Accepted teams are assigned an NCMM facilitator. Throughout the period of performance of the grants, NCMM will provide technical assistance, training, and support services to grantees that will enable their projects to successfully comply with human services transportation coordination requirements and to enhance the coordination of federal resources for human services transportation.
3. Facilitator works with the team to review the operations plan and identify any missing information. The team shares updated versions of the plan with their facilitator each month. Facilitator works with the team to develop performance metrics for pilot implementation of the project. Facilitator is available to provide technical assistance to teams as they work through any obstacles they encounter.
4. Team lead participates in monthly calls with facilitator throughout the process; other team members and/or advisory committee members are welcome to join the calls..
5. Team participates in peer-sharing webinars, hosted by NCMM.
6. Team lead submits monthly progress reports and requests for reimbursement of approved grant-related activities by the 15th day following the close of the preceding month; the report shall describe activities for the preceding month.
7. Team led submit final report by the team following template provided by NCMM.

APPENDIX C

Fee Schedule and Billing Information

Subrecipient shall be reimbursed according to the following fee schedule:

Item	Grant Funds
Direct labor salaries or wages	
Fringe benefits	
Contracted/consultant s/stipends	75,000
Travel	
Meeting costs	
Other direct costs – Equipment and supplies	
Indirect costs	
TOTAL GRANT BUDGET	75,000

Subrecipient shall follow the billing procedures outlined in the contract and other Appendices, repeated here for convenience:

- Subrecipient shall submit invoices by the 15th day following the month in which the activities were performed, accompanied by a monthly progress report. The invoiced period shall match the period for monthly progress reporting. Even if Subrecipient is not requesting reimbursement for costs related to Services performed, Subrecipient will still submit a written monthly progress report by the 15th day following the month in which the Services were performed.
- Subrecipient invoices shall include, at a minimum, the following information, and other details noted in the Monthly Report Form provided by CTAA:
 - Payee Name and Remittance Address
 - Invoice Date
 - Total Contract Funded Value
 - Short Description of Activities Performed
 - Amounts being billed
 - Remaining amount to be billed (Contract Funded Value – Cumulative Amounts Billed)
- Invoices shall be submitted to CTAA's accounts payable department to 1341 G Street, NW, Suite 250, Washington, DC, 20005 for processing and can be sent by email to Bill Wagner, wagner@ctaa.org.
- Each invoice shall contain the following certification signed by an authorized representative of the Subrecipient: *"I hereby certify that, to the best of my knowledge and belief, all payments requested are correct, accurate, and complete, that payment therefore has not been received and that all amounts requested are for the appropriate purposes and in accordance with this Agreement."*
- Should Subrecipient determine it needs to alter the originally approved budget between CTAA and Subrecipient, Subrecipient shall submit a request for Budget Modification showing, at a minimum, a) the entire original budget by line item, b) the requested revised amounts by line item, c) the percentage change between the original and revised amounts, and d) the reason for the requested change.

Appendix D

Federal Award Identification Information 2CFR 200.331 Requirements for Pass-through Entities

All pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward. If any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. The required information includes:

i	Subrecipient name (must match the name associated with its unique entity identifier)	East Central Iowa Council of Governments
ii	Subrecipient's unique entity identifier (UEI)	JLNQRNUKXIQ3
iii	Federal Award Identification Number (FAIN)	DC-2023-002-00
iv	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency	March 1, 2023
v	Subaward Period of Performance Start and End Date;	March 1, 2024 to December 15, 2024
vi	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient	\$75,000
vii	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation	\$110,600.55
viii	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$110,600.55
ix	Federal award <u>project description</u> , as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	To implement technical assistance and training activities that build mobility management capacity, strengthen the mobility management field, and encourage the adoption of mobility management strategies in the transportation, employment, housing, medical, veteran, human service, education, health, and other industries; and to support FTA's work around mobility management activities and its leadership of the Coordinating Council on Access and Mobility.
x	Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	<i>Fed agency:</i> Federal Transit Administration <i>Pass-through entity:</i> Community Transportation Assn. of America <i>Contact info:</i> Bill Wagner, 202-940-6036, wagner@ctaa.org
xi	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	5314 - Technical Assist, Standard HR, & Training (2018 and forward)
xii	Identification of whether the award is R&D; and	No
xiii	Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	CTAA: 29.8% EICOG: N/A

Appendix E

CTAA's Cooperative Agreement with FTA to Operate NCMM

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**COOPERATIVE AGREEMENT
(FTA C-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official sign this Cooperative Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Cooperative Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Cooperative Agreement with FTA, and binds its compliance with the terms of this Cooperative Agreement.

The following documents are incorporated by reference and made part of this Cooperative Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS COOPERATIVE AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS COOPERATIVE AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS COOPERATIVE AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Cooperative Agreement as follows:

Recipient Information

Recipient Name: COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA

Recipient ID: 5488

UEI: MFEKTKNN98Y5

DUNS: 621419258

Award Information

Federal Award Identification Number: DC-2023-002-00

Award Name: National Center for Mobility Management II, Year 5

Award Start Date: 3/10/2023

Original Award End Date: 12/31/2024

Current Award End Date: 12/31/2024

Award Executive Summary: This application is to request Section 5314 funds allocated to the Community Transportation Association of America (CTAA) in the District of Columbia (UZA 110000) in the amount of \$2,500,000 (Two Million and Five Hundred Thousand Dollars), to support the tenth year of operations for the National Center for Mobility Management (NCMM). A Letter of No Prejudice has been provided to allow the recipient to incur costs starting March 1, 2023. The period of performance will end on December 31, 2024. This application includes funds for research and development activities. The NCMM is operated by a partnership of CTAA, Easterseals Inc., and the American Public Transportation Association (APTA). The mission of the NCMM is to promote customer-centered mobility management strategies to advance good health, economic vitality, self-sufficiency, and community. The objectives outlined in this cooperative agreement support technical assistance and training activities that build mobility management capacity, strengthen the mobility management field, and encourage the adoption of mobility management strategies in the transportation, employment, housing, medical, veteran, human service, education, health, and other industries. The Center will continue to play a key role in supporting FTAs work around mobility management activities and its leadership of the Coordinating Council on Access and Mobility (CCAM).

Research and Development: This award includes research and development activities.

Indirect Costs: This award is applying an approved Indirect cost rate(s).

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$2,500,000.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$2,500,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,500,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5314 Technical Assist, Standards, HR, & Training (2018 and forward)	5314-5	20531	\$2,500,000
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$2,500,000

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Certification Date:

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE COOPERATIVE AGREEMENT

Awarded By:
Bruce Robinson
Associate Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: bruce.robinson@dot.gov
Award Date: 3/10/2023

EXECUTION OF THE COOPERATIVE AGREEMENT

Upon full execution of this Cooperative Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Cooperative Agreement.

There are several identical counterparts of this Cooperative Agreement in typewritten hard copy. Each counterpart is:

- (1) Fully signed in writing by the duly authorized officials of FTA or the Federal Government and the Recipient, and
- (2) Deemed to be an original having identical legal effect.

By executing this Cooperative Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Cooperative Agreement.

Executed By:
Amy Conrick
Program Manager

Appendix F

Federal Funding Accountability and Transparency Act Form

Sub-recipient's Legal Name: East Central Iowa Council of Governments

The Federal Funding Accountability and Transparency Act (FFATA) requires Client to report on its federal grant and contract subawards via a public website operated by the federal government – FSRS (Federal Funding Accountability and Transparency Act Subaward Reporting System).

Eligibility

Subrecipient is required to comply with FFATA reporting requirements unless it is exempted as outlined below. Please check and sign below if exemption applies:|

Subaward is \$29,999 or less

Subrecipient is an individual

If subrecipient checked either of the above selections, subrecipient is exempt and need only sign at the bottom of this form. If subrecipient is not exempt, please complete the section below starting at "Subrecipient Information."

Federal Award Information:

Title of Federal Award: National Center for Mobility Management II, Year 5

Federal Awarding Agency: Federal Transit Administration

Amount of Federal Award: \$3,200,000

Federal Award Identification Number (FAIN): DC-2023-002-00

CFDA Number and Name: 20531 Funding source 5314 - Technical Assist, Standard HR, & Training (2018 and forward)

R&D: Yes

Recipient/Pass-through Entity:

Community Transportation Association of America, 1341 G Street, NW, Suite 210, Washington, DC 20005

Official Contact Information: Amy Conrick, conrick@ctaa.org, Phone 202-415-9692

Subrecipient Information

EIN: 42-1023296

Primary Address 700 16th St. NE Suite 301

City, State, zip code plus 4: Cedar Rapids, IA 52402

Address where work will be performed: Johnson County Iowa

Project Description: Johnson County Trip-Connect

Period of Performance:

4-9-24 - 12-31-24

Unique Entity Identifier Number 12 digits:

JL N Q R N U K X J Q 3

Total amount of federal funds obligated:

25,000

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?
 Yes 7^o No

A. Certification Regarding % of Annual Gross received from Federal Awards

Did your organization receive 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance during the preceding fiscal year?

7^o Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards

Did your organization receive \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance as defined at 2 CFR 170.320 (and subawards) in the preceding fiscal year? Yes 30 No

If your answer was "Yes" to questions A and B, please answer C.


C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at the Executive Compensation page of the SEC website.) 30 Yes

 No

If you answered "NO" to this question, you must provide the names and total compensation of the top five highly compensated officers in the below:

As the duly authorized representative (Signor) of the Subrecipient, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Signature: 

Title: Transit Administrator

Printed name: Brock Greutz

Date: 4-9-24

APPENDIX G

2.9.1 Federal Contract Provisions

1. **Federal Changes.** Vendor shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CTAA and the Awarding Agency, as they may be amended or promulgated from time to time during the term of this Agreement. Vendor's failure to so comply shall constitute a material breach of this Agreement.
2. **No Obligation by the Federal Government**
 - A. CTAA and Vendor 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 Agreement and shall not be subject to any obligations or liabilities to CTAA, Vendor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.
 - B. Vendor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Awarding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
3. **Program Fraud and False or Fraudulent Statements or Related Acts**
 - A. Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and, when applicable, U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions governed by this Agreement. Upon execution of the underlying Agreement, Vendor certified 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 Agreement or the Awarding Agency assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Vendor 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 Vendor to the extent the Federal Government deems appropriate.
 - B. Vendor 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 Awarding Agency, the Federal Government reserves the right to impose the penalties of

18 U.S.C. § 1001 and, when applicable, 49 U.S.C. § 5307(n)(l) on the Vendor, to the extent the Federal Government deems appropriate.

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

4. Civil Rights. The following requirements apply to the underlying Agreement:

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and, when applicable, 49 U.S.C. § 5332, Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Vendor agrees to comply with applicable Federal regulations and other implementing requirements the Awarding Agency may issue.

- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying Agreement:

- 1) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e and, when applicable, 49 U.S.C. § 5332, the Vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C.

§ 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. Vendor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Vendor agrees to comply with any implementing requirements the Awarding Agency may issue.

- 2) **Age.** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and, when applicable, 49 U.S.C. § 5332, Vendor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition,

Vendor agrees to comply with any implementing requirements the Awarding Agency may issue.

- 3) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42

U.S.C. § 12112, Vendor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act"; 29 CFR Part 1630, pertaining to employment of persons with disabilities.

- C. Vendor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by the Awarding Agency, modified only if necessary to identify the affected parties.

5. Contracts Involving Experimental, Developmental or Research Work

- A. Rights in Data. The following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a. Except for its own internal use, CTAA or Vendor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may CTAA or Vendor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - b. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize

others to use for "Federal Government purposes" any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this section below. As used in the previous sentence "for Federal Government purposes" means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(i) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by CTAA or Vendor using Federal assistance in whole or in part provided by the Awarding Agency.

- c. When the Awarding Agency awards Federal assistance for experimental, developmental, or research work, it is the Awarding Agency's general intention to increase knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless the Awarding Agency determines otherwise, CTAA and Vendor performing experimental, developmental, or research work required by this Agreement agree to permit the Awarding Agency to make available to the public either the Awarding Agency's license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for CTAA or Vendor's use whose costs are financed in whole or in part with Federal assistance provided by the Awarding Agency.
- d. Unless prohibited by state law, upon request by the Federal Government, CTAA and Vendor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CTAA or Vendor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. Neither CTAA nor Vendor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- e. Nothing contained in this clause on rights in data shall imply a license

to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

- f. Data developed by CTAA or Vendor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by this Agreement is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that CTAA or Vendor identifies that data in writing at the time of delivery of the contract work.
- g. Unless the Awarding Agency determines otherwise, the Vendor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Awarding Agency.

Unless the Federal Government later makes a contrary determination in writing, irrespective of Vendor's status (i.e., large business, small business, state government or state instrumentality, local government, non-profit organization, institution of higher education, individual, etc.), CTAA and Vendor agree to take the necessary actions to provide, through the Awarding Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, " Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

Vendor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Awarding Agency.

- B. Patent Rights. The following requirements apply to each contract involving experimental, developmental, or research work:
 - 1) If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, CTAA and Vendor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the Awarding Agency is ultimately notified.
 - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of Vendor's status (i.e., large business, small business, state government or state instrumentality, local government, non-profit organization, institution of higher education, individual, etc.),

CTAA and Vendor agree to take the necessary actions to provide, through the Awarding Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

- 3) Vendor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the Awarding Agency.

6. **Disadvantaged Business Enterprises.** In connection with the performance of this Agreement, Vendor will cooperate with CTAA in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its commercially reasonable efforts to ensure that minority, women or other disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work, if any, and for the supply of materials or services, if any, which may be necessary or desirable for the performance of this Agreement.

7. **Fiscal Responsibility.** Vendor shall at all times comply with all applicable federal regulations, policies, procedures and directives regarding receipt of Federal funds and shall be capable of receiving and competently utilizing Federal funds through CTAA.

8. **Debarment and Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM 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.

If it has not already done so, Vendor shall provide CTAA certification that neither it nor its "principals" as defined at 49 CFR § 29.105(p), is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification shall be provided to CTAA by each contractor and subcontractor in connection with the performance of this Agreement.

9. **Incorporation of the Awarding Agency Terms and Conditions.** All contractual provisions required by the Awarding Agency, as set forth in the Awarding Agency's applicable administrative rules and regulations, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all the Awarding Agency's mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Vendor shall not perform or fail to perform any act or refuse to comply with any CTAA requests which would cause CTAA to be in violation of the Awarding Agency's terms and conditions required by

applicable administrative rules and regulations.

10. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and Vendors are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Vendor must complete and return the certification at **Appendix K** of this agreement.

11. **Energy Conservation.** The Vendor 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 (42 U.S.C. 6201).

12. 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

As prescribed in 204.2105 (c), PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021)

(a) Definitions. As used in this clause—

“Covered defense telecommunications equipment or services” means—(1) Telecommunications equipment

(2) Telecommunications services provided by such entities or using such equipment; or
(3) Telecommunications equipment or services produced or provided by an entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Covered foreign country” means—(1) The People’s Republic of China; or (2) The Russian Federation.

“Covered missions” means—(1) The nuclear deterrence mission of DoD, including with respect to nuclear command, control, and communications, integrated tactical warning and attack assessment, and continuity of Government; or (2) The homeland defense mission of DoD, including with respect to ballistic missile defense.

“Critical technology” means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title

10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* In accordance with section 1656 of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91), the contractor shall not provide to the Government any equipment, system, or service to carry out covered missions that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless the covered defense telecommunication equipment or services are covered by a waiver described in Defense Federal Acquisition Regulation Supplement 204.2104.

(c) *Procedures.* The Contractor shall review the list of excluded parties in the System for Award Management (SAM) at <https://www.sam.gov> for entities that are excluded when providing any equipment, system, or service, to carry out covered missions, that uses covered defense telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless a waiver is granted.

(d) *Reporting.*

(1) In the event the Contractor identifies covered defense telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, the Contractor shall report at <https://dibnet.dod.mil> the information in paragraph (d)(2) of this clause.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within 3 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 30 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the

efforts it undertook to prevent use or submission of a covered defense telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

13. 2 CFR 200.300 Statutory and national policy requirements.

- (a) The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.
- (b) The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

14. **2 CFR 200.310 Insurance coverage.** The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

15. 2 CFR 200.322 Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

Executive Order (EO) 14005 Made in all of America by all of America's workers.
Regulation Revised 8/23/23

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. 2 CFR 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

17. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

As prescribed in 4.1202(b), insert the following clause.

INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

APPENDIX H

"reserved"

Appendix I

Waiver of Workers Compensation

Owner's Statement:

By signing below, I assert that my business is exempt from carrying workers compensation insurance in the state(s), country or other applicable jurisdiction of Seaham County, Iowa, because I do not have any employees as that term is defined by the workers compensation statutes and regulations in the state(s) country or other applicable jurisdiction identified above. All of the work performed in my business is performed by the proprietor, partners or executive officers. I have elected not to cover the proprietor, partners or executive officers with workers compensation insurance. This decision is made in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

If, at a later date, I should hire any employee(s) in my business, then I will purchase workers compensation insurance covering my employees and will provide to CTAA a certificate of insurance for the insurance policy in accordance with the Subrecipient Agreement between CTAA and myself and in full compliance with the workers compensation laws and regulations of the above state(s), country or other applicable jurisdiction.

East Central Iowa Council of Governments by Brock Greig

Name of Subrecipient

ECICOG by Greig

Signature Subrecipient

4-4-24
Date

APPENDIX J

Nonstandard Insurance Statement

Owner's Certification:

By signing, I assert that I carry the policies indicated in the table below. Please place an X next to each that applies. If your coverage amount differs, please write and then initial those amounts in the table.

	Coverage Type	Limits of Liability
	Worker's Compensation Insurance	<i>1m each employee; 1m each disease; 1m each accident</i>
	Commercial General Liability Insurance	<i>\$1M each occurrence; \$2M general aggregate</i>
	Business Automobile Liability Insurance	<i>\$1M per occurrence</i>
	Property Insurance	<i>\$934,000 business personal property</i>
	Professional Liability, Errors and Omissions Insurance	<i>\$1M per occurrence</i>
	Other – Umbrella	<i>\$5M per occurrence, \$5M general aggregate</i>

Proof of insurance illustrating the policy holder, coverage, limits of liability and effective dates shall accompany this Nonstandard Insurance Statement.

East Central Iowa Council of Governments by Brock Greis

Name of Subrecipient

ECIOG by Brock Greis

Signature of Subrecipient

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES

PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)

(a) *Definitions.* As used in this clause—

Covered article means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
 - (2) Any successor entity to Kaspersky Lab;
 - (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab;
- or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018;
- and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the

case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

3. **52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION.**

As prescribed in 4.2105(c), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it does, **X** does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it does, **X** does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.


(continued on next page)

(End of provision)

Name of Subrecipient

East Central Iowa Council of Governments by Brock Greis

Signature of Subrecipient

East Central Iowa Council of Governments by 

Date

4-16-24

APPENDIX L

“reserved”

Appendix M

CTAA Code of Ethics and Business Conduct

Adopted October 28, 2022

STATEMENT OF OUR CORE MISSION AND VALUES

To fulfill its' responsibility, CTAA is committed to ethical standards that promote the goal of ensuring all American's regardless of age, ability, geography or income, have access to safe affordable and reliable transportation. Our priority is our members and the passengers and communities they serve. CTAA's commitment includes maintaining the highest of ethical standards and practices when responding to our members' needs, ideas, solutions and challenges through continued engagement and implementation of relevant activities.

BUILD TRUST AND CREDIBILITY

The success of our Association is dependent on the trust and confidence we earn with each other, from our members and the community transportation industry as well as our funders. We gain credibility by adhering to our commitments, pursuing loyalty to the highest moral principles, displaying honesty and integrity and reaching our strategic goals through honorable conduct. It is easy to say what we must do, but the proof is in our actions. Ultimately, we will be judged on what we do.

When considering any action, it is wise to ask: will this build trust and credibility for CTAA? Will it help create a working environment in which CTAA can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering "yes" to those questions and by working every day to build on our trust and credibility.

RESPECT FOR THE INDIVIDUAL

We all deserve to work in an environment where we are treated with dignity and respect. CTAA is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our Association's success.

CTAA is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types including abusive, offensive and harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources. All CTAA employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect, at all times.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insight from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Identify and discuss decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding other's perception of your conduct.
- Respect confidential information that is in your possession on behalf of the Association.
- CTAA will not tolerate discrimination, harassment or any behavior or language that is abusive, offensive or unwelcome.

CREATE A CULTURE OF OPEN AND HONEST COMMUNICATION

At CTAA everyone should feel comfortable to speak his or her mind, particularly with respect to ethical concerns. Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

CTAA will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the Association will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

Our Association's whistleblower policy is included in the Personnel Policies Manual provided to every employee and available on our Files-on-the-Go shared drive.

Employees are encouraged, in the first instance, to address such issues with their managers or the HR Director as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue with his or her manager or HR, the Executive Director does operate with an open-door policy.

SET TONE AT THE TOP

Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

Project managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Project managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. All staff are encouraged to ask questions if they are unclear on any policy. We want the ethics dialogue to become a natural part of daily work.

UPHOLD THE LAW

CTAA's commitment to integrity begins with complying with laws, rules and regulations. Further, each of us must have an understanding of the company policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or by policy, we should seek the advice from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

COMPETITION

We are dedicated to ethical, fair and vigorous competition. We will sell CTAA products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for CTAA or the sales of its products or services.

When using federal funds to award contracts, staff must award those contracts to responsible contractors only. A contractor's responsibility must be determined by considering, among other factors, the integrity of the contractor. CTAA staff must consult the Excluded Parties Listing System before entering into any third-party subagreement, lease, third-party contract, or other arrangement, as well as ensuring the system for award management (SAM.gov) check has been completed.

PROPRIETARY INFORMATION

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

CTAA's financial and administrative information is a valuable, intangible property asset. Protection of this information is vital to the Association's continued growth and CTAA's ability to provide quality services to participants and clients. Therefore, unauthorized licensure of client information may be a violation of the Privacy Act or applicable state law.

Under federal laws and regulations, this type of information is treated as intellectual property, usually in the form of information, knowledge, or know-how. The possession of which gives the owner some advantage over other organizations which do not own the information. In order to be protected under law, such information must not be generally or publicly known or patented or copyrighted, if publicly disclosed.

The Association's intellectual property assets are not always of a technical nature. Typical examples of such information include, but are not limited to:

- Service information about specific CTAA members;
- Organizational business, research and new service plan(s);
- Operating plans;
- Salary, wage, and benefits data; and
- Employee, funding source, and vendor list.

These examples, while not complete, suggest the Association's projects and a variety of organizational information and trade secrets that must be safeguarded. Special care should be observed for organizational, financial, or administrative information. Such information is usually marked with a notice that imposes restrictions on the need to know within the Organization. However, most of what we know about our own jobs and the jobs of others, even without these classifications, should remain in the office when we finish daily activities.

If an employee leaves the employment of the organization, CTAA's legal obligation is to protect the organization's intellectual property, until it becomes clear when it has become publicly available or the organization no longer considers it necessary to restrict its use. We should remember also that correspondence, printed matter, documents or records of any kind, specific process knowledge, procedures, and special organizational ways of doing things are all the property of CTAA and must remain at the Organization.

SELECTIVE DISCLOSURE

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to CTAA's securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

HEALTH AND SAFETY

CTAA is dedicated to maintaining a healthy environment. A safety manual has been designed to educate you on safety in the workplace. If you do not have a copy of this manual, please see the HR department.

AVOID CONFLICTS OF INTEREST

CTAA employees have a primary responsibility to the Association and are expected to avoid any activity that may interfere, or have the appearance of interfering with the performance of this responsibility. Similarly, they may not use nor disclose confidential or proprietary information in any outside activity. A conflict of interest exists if certain outside business or other interests may adversely affect their motivation or performance.

In order for an employee to tell if he/she has a conflict of interest issue, CTAA will distribute an "Annual Conflict of Interest Questionnaire" that asks Board members, the Executive Director and senior management to disclose existing conflicts and reminds them to disclose any that may evolve in the future. The response to the questionnaire includes not only whether employees actually are improperly influenced but also whether the situation lends itself

to improperly influencing them. Even if the employee is the most conscientious person, a conflicting interest may unconsciously influence him/her, and the mere existence of that interest, may cause the propriety of his/her acts to be questioned. CTAA's policies require all senior management and Board members to sign a Conflict of Interest Statement and place a copy in their personnel file. Senior management and Board members Conflict of Interest Statements are renewed annually.

GIFTS, GRATUITIES AND BUSINESS COURTESIES

CTAA is committed to competing solely on the merit of our products and services. We should avoid any actions that create a perception that favorable treatment of outside entities was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom CTAA does or may do business. We will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate law, regulation or policies of CTAA or customers, or would cause embarrassment or reflect negatively on CTAA's reputation.

CTAA staff and Board must not use federal assistance (*funds*) to pay the costs of influencing any officer or employee of a federal agency, member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending a grant or cooperative agreement.

ACCEPTING BUSINESS COURTESIES

Employees who award contracts or who can influence the allocation of business, who create specifications that result in the placement of business or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality and fair dealing. The prudent course is to refuse a courtesy from a supplier when CTAA is involved in choosing or reconfirming a supplier or under circumstances that would create an impression that offering courtesies is the way to obtain CTAA business.

MEALS, REFRESHMENTS AND ENTERTAINMENT

We may accept occasional meals provided that it is a widely attended event or meeting.

GIFTS

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom CTAA does or may do business. Employees with questions about accepting business courtesies should talk to their managers or the HR department.

OFFERING BUSINESS COURTESIES

Any employee who offers a business courtesy must assure that it cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively upon CTAA. An employee may never use personal funds or resources to do something that cannot be done with CTAA resources.

Accounting for business courtesies must be done in accordance with approved company procedures.

Other than to our government customers, for whom special rules apply, we may provide nonmonetary gifts (i.e., company logo apparel or similar promotional items) to our customers. Further, the Executive Director may approve other courtesies, including meals, refreshments or entertainment of reasonable value, provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.

- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.
- The business courtesy is properly reflected on the books and records of CTAA.

Ethical Standards in Bidding, Negotiation and Performance of Federal Awards The organization will strictly observe the laws, rules and regulations which govern acquisition of goods and services by the U.S. government. We will compete fairly and ethically for such business opportunities. Employees involved in the negotiation of grants and cooperative agreements will make all reasonable efforts to assure that all statements, communications and representations to funding source representatives are accurate and current. Care should be taken by personnel in a position to know that there are no material substitutions from specifications and the products meet or exceed contractual specifications.

ACCURATE PUBLIC DISCLOSURES

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all finance department staff, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Employees should inform their Program Manager and/or the HR Director if they learn that information in any filing or public communication was untrue or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

CORPORATE RECORDKEEPING

We create, retain and dispose of our company records as part of our normal course of business in compliance with all CTAA policies and guidelines, as well as all regulatory and legal requirements.

All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered in our books in accordance with CTAA's and other applicable accounting principles.

We must not improperly influence, manipulate or mislead any unauthorized audit, nor interfere with any auditor engaged to perform an internal independent audit of CTAA books, records, processes or internal controls.

FINANCIAL RECORD KEEPING

To provide an accurate and auditable record of all financial transactions, Association books, records, and accounts must be maintained in conformity with Generally Accepted Accounting Principles (GAAP). All employees are responsible for safeguarding organization assets under their control and for maintaining an auditable record of financial transactions. Each must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and responsibility over confidentiality.

Further, the organization specifically requires that:

- No funds or accounts may be established or maintained for purposes that are not fully and accurately described on the books and records of the organization.
- Receipts and disbursements must be fully and accurately described on the books and records of the organization.
- No false entries may be made on the books or records, or any false or misleading reports issued.
- Payments may be made only to a valid vendor and only for the actual services rendered or products delivered. No false or fictitious invoices may be paid. Employees, who have reason to believe that the organization's books and records are not in accord with the foregoing requirements, must report these

instances to their immediate supervisor, Human Resource Director or Executive Director.

USE OF COMPANY RESOURCES

Company resources, including time, material, equipment and information, are provided for company business use. Employees and those who represent CTAA are trusted to behave responsibly and use good judgment to conserve company resources. Managers are responsible for the resources assigned to their departments and are empowered to resolve issues concerning their proper use. Generally, we will not use company equipment such as computers, copiers and fax machines in the conduct of an outside business or in support of any religious, political or other outside daily activity. We will not solicit contributions nor distribute non-work related materials during work hours.

In order to protect the interests of the CTAA network and our fellow employees, CTAA reserves the right to monitor or review all data and information contained on an employee's company-issued computer or electronic device, the use of the Internet or CTAA's intranet. We will not tolerate the use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate.

Questions about the proper use of company resources should be directed to your project manager or the HR Director.

POLITICAL ACTIVITY

The Hatch Act "restricts the political activity of individuals principally employed by state, county or municipal executive agencies who have duties in connection with programs financed in whole or in part by Federal loans or grants." Employees of CTAA are precluded from engaging in political activities in the name of CTAA or during compensated work time. These include: lobbying; preparing political publications or materials, making partisan political speeches or engaging in related activities intended to influence legislation or to promote a political party or candidate on social media and elsewhere.

Political Contributions: No funds or assets of the Organization may be contributed to any political party or organization or to any individual who either holds public office or is a candidate for public office. The direct or indirect use of any funds or other assets of the Organization for political contributions in any form, whether in cash or other property, services, or the use of facilities, is strictly prohibited. The Organization also cannot be involved with any committee or other organization that raises funds for political purposes. This rule applies both inside and outside the United States, except in those cases permitted by law and expressly authorized by the Board of Directors of CTAA.

MEDIA INQUIRIES

CTAA is a high-profile organization in our community, and from time to time, employees may be approached by reporters and other members of the media. In order to ensure that we speak with one voice and provide accurate information about the company, we should direct all media inquiries to the Executive Director and/or Communications Director. No one may issue a press release without first consulting with the Executive Director and/or Communications Director. Accountability

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department.

CTAA takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

VIOLATIONS OF CTAA'S CODE OF CONDUCT/BUSINESS ETHICS

Violations of CTAA's Code of Conduct/Business Ethics will lead to disciplinary action up to and including termination of employment as outlined in the Association's Personnel Policy Manual (PPM).

TRANSIT JOINT PARTICIPATION AGREEMENT PART II

1. ACKNOWLEDGMENT OF FUNDING AND AGREEMENT

The AGENCY shall clearly set forth in any statement, press release, request for proposals, bid solicitations, or other documents describing projects or programs funded in whole or part with funds from this AGREEMENT:

- A. The percentage of the total cost of the project financed with Federal Transit Administration (FTA) assistance and/or State Transit Assistance (STA)
- B. The dollar amount of FTA and/or STA assistance for the project, if over \$500,000.00
- C. The fact that such funding has been obtained through an agreement with the Iowa Department of Transportation (the "DEPARTMENT")

2. PROVISION OF SERVICE OPEN TO THE PUBLIC

- A. All services funded under this agreement shall be open to the general public.
- B. The AGENCY shall advertise its public transit operations throughout its service area. This shall include an AGENCY website, searchable on the internet with keywords "public transit", "transit", "bus lines", and "public transportation". The AGENCY website shall, at a minimum, list ride request telephone numbers for the service area.

3. PURCHASE OF PROPERTY AND SERVICES

- A. All procurement(s) or construction(s) under this AGREEMENT shall be the responsibility of the AGENCY, subject to the following procedural guidance listed for each type of contract and subject to the oversight of the DEPARTMENT. Appendices listed in each item below can be found at http://www.iowadot.gov/transit/joint_participation.html.

(1) FTA DISCRETIONARY CAPITAL ASSISTANCE AGREEMENT (Section 5309)

Appendices A through W shall apply with the following exceptions:

- i. Appendices C and D do not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply
- iii. Special Section 13(c) Warranty for Application to the Small Urban and Rural Program (5311) section of Appendix O does not apply

(2) FTA SPECIAL NEEDS ASSISTANCE AGREEMENT (Section 5310)

Appendices A through W shall apply with the following exceptions:

- i. Appendices B does not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply

(3) FTA NON-URBANIZED CAPITAL ASSISTANCE AGREEMENT (Section 5311)

Appendices A through W shall apply with the following exceptions:

- i. Appendices B and C do not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply
- iii. Arrangement Pursuant to Section 13(c) of the Federal Transit Act Protecting Workers Represented by the Amalgamated Transit Union for Statewide Capital Projects (5309) section of Appendix O does not apply.

(4) FTA NON-URBANIZED OPERATING ASSISTANCE AGREEMENT (Section 5311)

Same as FTA Non-Urban Capital Grant Agreement

(5) FTA INTERCITY BUS ASSISTANCE AGREEMENT (Section 5311)

Same as FTA Non-Urban Capital Grant Agreement with the exception that the word "CARRIER" replaces the word "AGENCY" throughout the exhibit.

(6) FTA JOB ACCESS/REVERSE COMMUTE ASSISTANCE AGREEMENT (Section 5316)

Appendices A through W and Appendix Y and Z apply with the following exceptions and additions:

- i. Appendices B, C, and D do not apply
- ii. Chapters 920, 921, and 923 in Appendix E do not apply
- iii. Special Section 13 (c) Warranty for Application to the Small Urban and Rural Program (5311) section of Appendix O does not apply
- iv. Department of Labor referral dated July 8, 1999, and Amalgamated Transit Union letter dated July

20, 1999 are added to Appendix O and shall apply

- (7) FTA NEW FREEDOM ASSISTANCE AGREEMENT (Section 5317)
Appendices A through W and Appendix Y and AA apply with the following exceptions and additions:
- i. Appendices B, C, and D do not apply
 - ii. Chapters 920, 921, and 923 in Appendix E do not apply
 - iii. Special Section 13 (c) Warranty for Application to the Small Urban and Rural Program (5311) section of Appendix O does not apply
 - iv. Department of Labor referral dated July 8, 1999, and Amalgamated Transit Union letter dated July 20, 1999 are added to Appendix O and shall apply
- (8) IOWA STATE TRANSIT ASSISTANCE AGREEMENT
Only the following appendices shall apply:
- i. Appendix E, chapters 910, 920, and 921
 - ii. Appendices F, N, S, T, U, and W
- (9) IOWA PUBLIC TRANSIT INFRASTRUCTURE ASSISTANCE AGREEMENT
Only the following appendices shall apply:
- i. Appendix E, chapter 924
 - ii. Appendices F, N, S, T, U, and W
- (10) FTA URBANIZED ASSISTANCE AGREEMENT (Section 5307)
Appendices A through W shall apply with the following exceptions:
- i. Appendices B and C do not apply
 - ii. Chapters 920, 921, and 923 in Appendix E do not apply
 - iii. Arrangement Pursuant to Section 13(c) of the Federal Transit Act Protecting Workers Represented by the Amalgamated Transit Union for Statewide Capital Projects (5309) section of Appendix O does not apply.
- (11) BUS and BUS FACILITIES (Section 5339)
Appendices A through W shall apply with the following exceptions:
- i. Appendices C and D do not apply
 - ii. Chapters 920, 921, and 923 in Appendix E do not apply
 - iii. Special Section 13(c) Warranty for Application to the Small Urban and Rural Program (5311) section of Appendix O does not apply.
- B. The AGENCY may conduct its own procurement of vehicles and equipment, or participate in a consortium procurement, or request that the DEPARTMENT administer a procurement for vehicles and equipment on behalf of the AGENCY. Acquisition or construction of real property may be conducted by the AGENCY or its agents. All references herein to procedural requirements for the AGENCY shall apply to the administrator of a consortium procurement or to any other agent acting on behalf of the AGENCY.
- C. The AGENCY shall submit bid specifications for projects over \$50,000 to the DEPARTMENT for approval by the DEPARTMENT prior to release of those specifications to possible bidders.
- D. The AGENCY shall submit any requests for changes or clarifications in the bid specifications by the equipment/facility bidders, and any responses to such requests to the DEPARTMENT for their concurrence in such response on all projects over \$50,000. The DEPARTMENT shall concur in the bid award prior to any agreement or contract being executed for the PROJECT property bid.
- E. Any property purchased and/or any land on which facilities are to be constructed under this AGREEMENT shall be free of all legal encumbrance and a legal description of the designated tract of land shall be on file with the AGENCY.
- F. The following required provision shall be included in any advertisement of invitation to bid for any procurement over \$50,000 under this AGREEMENT.

Statement of Financial Assistance:

This procurement is subject to a financial assistance contract, and to the conditions and the terms of said contract, between the State and the Federal Transit Administration.

4. TITLE TO PROJECT PROPERTY

Title to all property purchased or constructed pursuant to this AGREEMENT shall rest with the AGENCY. However, the federal government retains a financial interest in any property purchased under this AGREEMENT which equals the original federal participation percentage times the current value.

5. USE AND MAINTENANCE OF PROJECT PROPERTY

- A. The AGENCY agrees that all property purchased or constructed pursuant to this AGREEMENT shall be used for the provision of public passenger transportation service for the useful life of the property.
- B. The AGENCY shall maintain all property purchased or constructed pursuant to this AGREEMENT, at a high level of cleanliness, safety and mechanical soundness, including the maintenance of all accessibility features as required under rules implementing the Americans with Disabilities Act. The cost of such maintenance shall be the full responsibility of the AGENCY. The DEPARTMENT and/or FTA shall have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this paragraph.
- C. The AGENCY shall develop, and update as necessary, a written maintenance plan addressing vehicles, facilities, equipment, and ADA accessibility features funded in whole or in part with state or federal transit assistance. The plan should address the goals and objectives of the maintenance program (extending useful life, reducing road calls, etc.), include a description of the strategies and actions used to accomplish the objectives, and have preventative maintenance schedules that meet or exceed manufacturer's requirements for warranty purposes. The AGENCY shall make available such plan upon request.

6. DISPOSITION OF PROJECT PROPERTY

- A. If the property is not continuously used for public passenger transportation in a manner similar to that intended by the application, the AGENCY shall immediately notify the DEPARTMENT. This provision shall also be triggered upon receipt of replacement equipment or facilities. The DEPARTMENT shall then determine whether the property should be transferred to another duly designated public transit system for continued use in public transportation.

If the DEPARTMENT determines there is no need for the property, after making the equipment available for transfer, the DEPARTMENT may authorize local disposal. Upon receipt of such authorization, the AGENCY shall then dispose of such property, whether funded with state or federal assistance, in accordance with 49 CFR 18 (Appendix T). The following represents a summary of those provisions:

- (1) If the property is "retained" by the AGENCY, the AGENCY shall reimburse the DEPARTMENT either an amount equal to the federal and or state financial interest in the fair market value of the property, based upon expert and objective appraisal, which value must be approved in writing by the DEPARTMENT, or, for federally funded projects, if required by FTA, an amount equal to the federal financial interest in the value of the property as determined through straight line depreciation from the original price.
 - (2) If the property is sold, it shall be sold by the AGENCY, at the highest price obtainable at public or private sale, subject to written approval of the sale price by the DEPARTMENT for capital items sold at greater than \$5,000. The federal and or state financial interest in the net sale price (less expense of the sale) shall be paid to the DEPARTMENT, or, if required by FTA the amount paid to the DEPARTMENT shall be based on the federal financial interest in the value of the property as determined by straight line depreciation from the original price. Proceeds from disposal of capital property under \$5,000 must be applied to the transit program.
- B. If the property is not maintained in usable condition, it shall be considered to not be in continuous use for public transportation service under this paragraph.

7. NON-DISCRIMINATION

- A. The AGENCY will comply with all the requirements imposed by FTA's circular implementing Title VI of the Civil Rights Act of 1964 found in Appendix N in the agreement binder and hereby made a part of this AGREEMENT. This shall include the requirement to develop and implement a language assistance plan for persons with limited English proficiency, as needed.
- B. The AGENCY shall establish a process to receive and investigate complaints about discrimination on the basis of race, age, disability, religion, color, sex or national origin/English proficiency in the provision of

services or other benefits of the project (including procurement and/or subcontracting).

- (1) Complaints shall be accepted in writing, or in alternative formats allowing proper documentation, as necessary, any time within 180 days of the alleged discriminatory action.
 - (2) The DEPARTMENT shall be notified as complaints are received.
 - (3) Each complaint shall be investigated and result in a written report of the findings and proposed remedies, if appropriate, with copies provided to the complainant and the DEPARTMENT.
 - (4) The DEPARTMENT shall be informed of the final disposition/resolution of each complaint.
- C. The AGENCY shall announce to the public, either through a posting to the AGENCY's public transit website and/or through the AGENCY's printed materials covering all parts of their service area, its obligation to not discriminate in the provision of services, as well as the availability of its complaint process, and the procedure for filing a complaint.

8. EQUAL EMPLOYMENT OPPORTUNITY

- A. In connection with the execution of this agreement, the AGENCY shall comply with the requirements of FTA's Circular implementing EEO and not discriminate against any employee or applicant for employment because of race, age, disability, religion, color, sex, or national origin.

The AGENCY shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, special needs, religion, color, sex, or national origin. Such actions shall include, but not limited to the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), procurement of materials, and leases of equipment.

The AGENCY shall not participate either directly or indirectly in prohibited discrimination.

- B. In all solicitations either by competitive bidding or negotiation made by the AGENCY for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the AGENCY of the AGENCY's obligations under the AGREEMENT relative to non-discrimination on the grounds of race, age, disability, color, sex, national origin, or religion.

9. DISADVANTAGED BUSINESS ENTERPRISES

- A. ([Recipient] shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the [Recipient] of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- B. The AGENCY or its subcontractors agrees to take all necessary and reasonable steps to help the DEPARTMENT to attain its required goal of federally funded outside contracting opportunities be awarded to DBE's certified by the DEPARTMENT. The AGENCY shall make a good faith effort to assist the DEPARTMENT in meeting this goal.
- D. Failure to carry out the specified efforts for DBE goal attainments shall be treated as a violation of this AGREEMENT. Upon notification to the AGENCY of its failure to carry out the approved program, the DEPARTMENT and/or FTA shall impose such sanctions (including but not limited to the withholding of funds, repayment of funds already paid this AGREEMENT) as it deems necessary and appropriate. (Refer to Sections 19 and 21 of this EXHIBIT.)

E. Prompt Payment

- You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment you make to the prime contractor.
- You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
- You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
- You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.
- You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after your payment to the prime contractor.
- For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
- You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

F. Good Faith Effort and Protecting Against Termination for Convenience:

When you have established a DBE contract goal, you must award the contract only to a bidder/offeror who makes good faith efforts to meet it. You must determine that a bidder/offeror has made good faith efforts if the bidder/offeror does either of the following things:

- Documents that it has obtained enough DBE participation to meet the goal; or
- Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. If the bidder/offeror does document adequate good faith efforts, you must not deny award of the contract on the basis that the bidder/offeror failed to meet the goal. See Appendix A of this part for guidance in determining the adequacy of a bidder/offeror's good faith efforts.

In your solicitations for DOT-assisted contracts for which a contract goal has been established, you must require the following:

- Award of the contract will be conditioned on meeting the requirements of this section;
- All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:
- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

- Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
- If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

At your discretion, the bidder/offeror must present the information required by paragraph (b)(2) of this section—

- Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures; or
- No later than 7 days after bid opening as a matter of responsibility. The 7 days shall be reduced to 5 days beginning January 1, 2017.
- Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.
- You must make sure all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing yourself to the performance of the contract by the bidder/offeror.
- If you determine that the apparent successful bidder/offeror has failed to meet the requirements of paragraph (a) of this section, you must, before awarding the contract, provide the bidder/offeror an opportunity for administrative reconsideration.
- As part of this reconsideration, the bidder/offeror must have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
- Your decision on reconsideration must be made by an official who did not take part in the original determination that the bidder/offeror failed to meet the goal or make adequate good faith efforts to do so.
- The bidder/offeror must have the opportunity to meet in person with your reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so.
- You must send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.
- The result of the reconsideration process is not administratively appealable to the Department of Transportation.
- In a "design-build" or "turnkey" contracting situation, in which the recipient lets a master contract to a contractor, who in turn lets subsequent subcontracts for the work of the project, a recipient may establish a goal for the project. The master contractor then establishes contract goals, as appropriate, for the subcontracts it lets. Recipients must maintain oversight of the master contractor's activities to ensure that they are conducted consistent with the requirements of this part.
- You must require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without your prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- You must include in each prime contract a provision stating:

That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

- You may provide such written consent only if you agree, for reasons stated in your concurrence document, that the prime contractor has good cause to terminate the DBE firm.
- For purposes of this paragraph, good cause includes the following circumstances:
- The listed DBE subcontractor fails or refuses to execute a written contract;

- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- You have determined that the listed DBE subcontractor is not a responsible contractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to you its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to you, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise you and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why you should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), you may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

When a DBE subcontractor is terminated as provided in paragraph (f) of this section, or fails to complete its work on the contract for any reason, you must require the prime contractor to make good faith efforts to find another DBE subcontractor to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal you established for the procurement. The good faith efforts shall be documented by the contractor. If the recipient requests documentation under this provision, the contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

You must include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section you deem appropriate if the prime contractor fails to comply with the requirements of this section.

You must apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, you count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

You must require the contractor awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

G. Contract Assurance:

Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of 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 the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.

H. Legal Remedies

You must implement appropriate mechanisms to ensure compliance with the part's requirements by all program participants (e.g., applying legal and contract remedies available under Federal, state and local law). You must set forth these mechanisms in your DBE program.

Your DBE program must also include a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. This mechanism must include a written certification that you have reviewed contracting records and monitored work sites in your state for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., close-out reviews for a contract).

This mechanism must provide for a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. In your reports of DBE participation to the Department, you must display both commitments and attainments.

- I. A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
- J. A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- K. Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

10. NONDISCRIMINATION ON THE BASIS OF DISABILITY

- A. The AGENCY agrees to comply with the provisions of The Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable Federal regulations relating thereto, issued by the U.S. Department of Transportation (49 CFR 27 and 49 CFR 37), prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance covered by this Joint Participation AGREEMENT. (Appendices K, L, and O).
- B. If the AGENCY is required to provide complimentary paratransit services, the AGENCY shall monitor and record the number of trips requested by persons meeting the ADA eligibility standards that are either

“denied” or “missed” each month, based on FTA definitions. The DEPARTMENT and/or FTA, or their agents, shall have the right to examine such records at any time.

11. ELIGIBLE COSTS / DOCUMENTATION OF COSTS

- A. Eligible costs are those costs attributable to the specific work covered by this AGREEMENT and allowable under the provisions of Office of Management and Budget, Circular A-87, Attachment B “Selected Items of Cost,” and Uniform Administration Requirements “Common Rule” 49 CFR 18 (Appendices S and T).
- B. No cost incurred by the AGENCY or any of its sub-contractors prior to the starting date or after the ending date of Joint Participation AGREEMENT will be eligible for reimbursement under this AGREEMENT.
- C. All costs to be reimbursed under this AGREEMENT shall be supported by properly executed payrolls, time records, invoices, vouchers, warrants, contracts, and any other support evidencing that those costs were specifically incurred and paid. All documentation of reimbursable costs shall be clearly identified and readily accessible.

12. PAYMENT REQUESTS

- A. The AGENCY may submit progressive requests for reimbursement to the DEPARTMENT covering those eligible costs which have been incurred by the AGENCY.
- B. The AGENCY shall submit reimbursement requests to the DEPARTMENT no later than sixty (60) days after the expiration date of this agreement. (If possible, requests for reimbursement of expenditures through June 30th should be submitted prior to August 15th to facilitate the tracking of expenditures by fiscal year which is now required of state agencies.)
- C. Reimbursement requests shall be itemized by PROJECT ELEMENT so as to allow the DEPARTMENT to verify that the costs conform to the AGREEMENT budget and are consistent with the bids approved by the DEPARTMENT.
- D. All requests for reimbursement must be accompanied by appropriate invoice(s) from vendor(s) and /or timesheets and documentation of labor costs. If the AGENCY is proposing to retain any portion of the amount(s) documented in accompanying invoice(s), the AGENCY must clearly state in the request for reimbursement, the amount which already has been paid to the vendor (or will be within three calendar days of receiving payment from the DEPARTMENT), versus the amount which is proposed to be retained from the vendor(s) until satisfaction of specific identified delivery deficiencies.
- E. The AGENCY agrees to submit any additional data and information as the DEPARTMENT may require to justify and support said PROJECT costs and payments.

13. PAYMENTS / WITHHOLDING PAYMENTS

- A. The DEPARTMENT shall, after delivery of goods/services and full or partial acceptance of the same by the AGENCY, and upon receipt of a proper payment request with sufficient documentation, reimburse the AGENCY the lesser of:
 - (1) The ceiling amount for the PROJECT ELEMENT identified in the AGREEMENT. (If a PROJECT ELEMENT includes purchase of multiple units and not all have been purchased the PROJECT ELEMENT ceiling shall be prorated to reflect this.)
 - (2) The amount calculated by multiplying the federal participation percentage identified in the AGREEMENT by actual eligible costs attributed to the PROJECT ELEMENT. Adjustment(s) will be made to reflect any retention amount.
- B. The DEPARTMENT may deny part or all of any payment request from the AGENCY that the DEPARTMENT feels is not warranted or justified.
- C. For any individual PROJECT ELEMENT not implemented by the AGENCY prior to the expiration date of this AGREEMENT, there will be no reimbursement by the DEPARTMENT.
- D. If the AGENCY has received a loan from the DEPARTMENT, payments on the loan must be current,

according to the payback plan on file with the DEPARTMENT. If loan payments are not current, the DEPARTMENT may, at its discretion, withhold payment(s) under this AGREEMENT until the loan payments are current.

- E. The DEPARTMENT may, at its discretion, withhold payment(s) under this AGREEMENT if the AGENCY is not current in its submission of required reports to the DEPARTMENT.
- F. The AGENCY shall pay vendor(s) within three (3) calendar days of receiving payment from the DEPARTMENT.

14. INTEREST EARNED ON ADVANCE PAYMENTS

Any revenue generated by interest payments on advance funds received by the AGENCY under this AGREEMENT shall be credited to the PROJECT or repaid to the DEPARTMENT.

15. PROPERTY INVENTORY

- A. The AGENCY agrees, upon acceptance of vehicles, equipment, or facilities financed through this AGREEMENT, to submit an Add Inventory Report form supplied or approved by the DEPARTMENT.
- B. The AGENCY agrees, until final disposition of vehicles, equipment, facilities financed through this AGREEMENT, to provide annual updates to the inventory reports, with the effective date of the update to be specified by the DEPARTMENT.
- C. The AGENCY agrees, within 45 days after disposition of vehicles, equipment, or facilities financed through this AGREEMENT (consistent with Section 6), to submit a disposition report utilizing reporting forms supplied or approved by the DEPARTMENT.

16. AUDIT AND INSPECTION OF BOOKS

- A. The AGENCY shall be responsible for seeing that a set of accounts is established to which all transportation related costs, revenues, and operating sources are recorded so that they may be clearly identified, easily traced, and substantially documented.
- B. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
- C. The AGENCY shall secure an annual audit which shall include an identification of the fully-allocated costs of the AGENCY's public transit program and list all sources of funding which contributed to the support of these costs (State Transit Assistance and FTA funds received for transit operation, capital or planning activities by individual contract). The audit shall otherwise conform to all requirements of 2 CFR 200 Subpart F, as appropriate. The AGENCY is exempt from Federal audit requirements for any fiscal year in which the AGENCY expends less than \$750,000 in Federal awards, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the DEPARTMENT, the FTA, or the U.S. General Accounting Office.
- D. A copy of the audit prescribed in "C" above shall be sent electronically to the State of Iowa Auditor of State by the AGENCY. The required audit is to be submitted no later than one (1) year from the end of the fiscal year (the date of AGREEMENT termination as shown on the cover page of this AGREEMENT). The AGENCY shall send the DEPARTMENT email confirmation as soon as it has been submitted to the Auditor of State. (Refer to Section 18 for the DEPARTMENT address).
- E. The AGENCY shall require its contractors to permit the DEPARTMENT's authorized representative to inspect all work materials, records, and any other data with regard to the AGREEMENT.
- F. All records applicable to the PROJECT must be retained and available to the DEPARTMENT and FTA for a period of three (3) years after DEPARTMENT Certificate of Completion and Final Acceptance is issued for a Joint Participation Agreement and after the Project Agreement is noted as being "closed out" in a subsequent Single Audit Report issued to the AGENCY. The AGENCY may, on a case-by-case basis, be required to keep the aforementioned material(s) for a period longer than three (3) years if deficiencies are found during a compliance or other review. The AGENCY shall provide copies of said records and documents to the DEPARTMENT and FTA upon request.
- G. The AGENCY shall provide all information and reports required by the DEPARTMENT, and shall permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance. Whereas any information required of the AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, the AGENCY shall so certify to the DEPARTMENT and shall set forth what efforts it has made to obtain the information.

17. PERIODIC AND ANNUAL REPORTS

A. The AGENCY agrees to supply such periodic reports as may be required by the DEPARTMENT, utilizing report forms supplied or approved by the DEPARTMENT. These reports include, but are not limited to:

- (1) Quarterly Statistical Report (due within 45 days from the end of each quarter),
- (2) Quarterly Fuel Tax Reports (filed within 30 calendar days of the end of the reporting quarter),
- (3) [for Intercity Bus Assistance Agreements only] Quarterly report of number of Iowa passengers by origins and destinations and the location of ticket sales (due 45 days from end of quarter),
- (4) [for JARC recipients only] Quarterly and annual report of JARC activity per FTA requirement),
- (5) Semi-annual report of DBE activity (due 45 days following end of first and third calendar quarters),
- (6) Annual MIS Report on drug and alcohol testing for Section 5310 and 5311 subrecipients and their contractors/subproviders (due February 15)
- (7) Year-end Statistical Report (due 45 days from end of state fiscal year), and
- (8) Year-end Odometer Readings (due 45 days from end of state fiscal year).

18. REPORT SUBMISSIONS

Quarterly Fuel Tax Report send to:

***Office of Motor Carrier Services
Fuel Tax Section
Iowa Department of Transportation
P.O. Box 10382
Des Moines, IA 50306-0382***

Physical Address: 6310 SE Convenience Blvd., Ankeny, IA 50021

Annual Audit electronic submittal to:

SubmitReports@auditor.state.ia.us

All other reports and submissions from the AGENCY concerning this AGREEMENT shall be sent to:

***Office of Public Transit
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010***

19. CONTRACT NONPERFORMANCE

A. In the event of the AGENCY's noncompliance with the provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the AGENCY under the contract until the AGENCY complies, and/or
- (2) Cancellation, termination, or suspension of the contract, in whole or in part.

B. If at any time it is determined by the DEPARTMENT that there is any outstanding right or claim of right in or to the PROJECT property, the existence of which creates an undue risk of interference with the operation of the PROJECT or the performance of the covenants of the AGENCY herein contained, the

AGENCY will acquire, extinguish or modify said right of claim in a manner acceptable to the DEPARTMENT.

- C. The AGENCY will promptly, upon written notification, reimburse the DEPARTMENT for any justified audit exceptions. If reimbursement of audit exceptions is not made to the DEPARTMENT within 30 days of said written notification, the DEPARTMENT may recover such reimbursements from subsequent public transit AGREEMENTS at the DEPARTMENT's discretion.

20. SETTLEMENT OF DISPUTES

The DEPARTMENT will, in all cases, decide any and all questions which may arise concerning a question of fact in connection with the items covered by AGREEMENT, or between the parties of this AGREEMENT.

21. TERMINATION OR SUSPENSION OF PROJECT

A. Termination or Suspension Generally--if the AGENCY abandons or before completion, finally discontinues the PROJECT; or if, by reason of any of the events or reasons, the commencement, prosecution or timely completion, of the PROJECT by the AGENCY is rendered improbable, infeasible, impossible, or illegal, the DEPARTMENT may, by written notice to the AGENCY suspend any or all of its obligations under this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected, or the DEPARTMENT may terminate any of this obligation under this AGREEMENT.

B. Action Subsequent to Notice of Termination or Suspension --Upon receipt of any final termination or suspension notice under this Section, the AGENCY shall proceed promptly to carry out the actions required which may include any or all of the following:

- (1) Taking any necessary action to terminate or suspend, as the case may be, PROJECT activities and contracts and,
- (2) Furnishing a statement of the status of the PROJECT activities as well as a proposed schedule, plan and budget for terminating or suspending and closing-out PROJECT costs.

The closing out shall be carried out in conformity with the latest schedule, plan and budget within a reasonable time. Reimbursement to the AGENCY in the event of termination shall be for actual costs in accordance with Sections 11 and 13 of this AGREEMENT.

C. Other conditions--Notwithstanding any other provisions of this AGREEMENT, the DEPARTMENT may elect by notice in writing not to make a payment to the AGENCY if any of the following conditions of termination or suspension exist, as determined by the DEPARTMENT.

- (1) The AGENCY shall have made misrepresentation of a material nature in its application, or any supplement or amendment, or with respect to any document or data furnished.
- (2) There is pending litigation with respect to the performance by the AGENCY of any of its duties or obligations which may jeopardize or adversely affect the PROJECT, the AGREEMENT, or payments to the PROJECT.
- (3) The AGENCY shall have taken an action pertaining to the PROJECT which, under the established procedures required the prior approval of the DEPARTMENT, or shall have proceeded to make related expenditures or incur related obligations without having been advised by the DEPARTMENT that the same are satisfactory.
- (4) There has been any violation of the conflict of interest provisions contained herein.
- (5) The AGENCY shall be in default under any of the provisions contained herein.

22. RENEWAL, RENEGOTIATION AND MODIFICATION

The DEPARTMENT or AGENCY may, from time to time, request changes in the scope of services and/or the time of performance. Such changes, including any increase in the amount of compensation to the AGENCY which are mutually agreed upon by and between the DEPARTMENT and the AGENCY, shall be incorporated in written amendments to this AGREEMENT.

23. HOLD HARMLESS

A. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The AGENCY shall be responsible for all damages to life, body, and property due to the activities of the AGENCY and its agents or employees, in connection with their services under this AGREEMENT, and agrees to pay costs, charges, expenses or incurred liabilities to said agents or employees arising hereunder. The AGENCY specifically agrees that its agents or employees shall possess the experience, knowledge, and character to qualify them individually for the particular duties they perform. Further, it is understood and agreed that the AGENCY shall indemnify and save and hold harmless the DEPARTMENT, its officers, employees, the State of Iowa, and the Federal Government for all claims, suits, actions, damages, and costs, whether real or asserted, arising out of any negligent act or omission, whether real or asserted, on the part of the AGENCY, its officers, agents and employees or subcontractors which may result from their operations in connection with the work to be performed or losses due to performance of equipment purchased under this project.

B. LIABILITY OF THE DEPARTMENT

The DEPARTMENT shall not be obligated or liable hereunder to any party other than the AGENCY.

24. ASSIGNABILITY AND SUBCONTRACTING

A. Subcontracting, assignment, or transfer of all or part of the duties, activities, and responsibilities the AGENCY is obligated to perform by the terms of this AGREEMENT are prohibited except with the prior written approval of the DEPARTMENT. Transit service contracts which provide another party any degree of control over transit service design, scheduling or rider selection are also prohibited without prior written approval of the DEPARTMENT.

- (1) Before initially entering into, renegotiating or extending, any subcontract to purchase transit services from a non-governmental provider (including any leasing of a vehicle to a non-governmental entity), the AGENCY must solicit interest or proposals from minority organizations to do the same or similar services, and, if necessary, the AGENCY must provide such assistance in developing proposals as might be needed by these organizations.
- (2) Documentation of the outreach and assistance performed under (1) above shall be provided to the DEPARTMENT when requesting approval of each subcontract with a non-governmental entity, along with information about the minority status of the entity that is to be a party to the proposed subcontract.

- B. In the event the DEPARTMENT gives such approval, the party or parties to whom such work is subcontracted, assigned or transferred or which receives any degree of control over services shall be bound and obligated by the terms and conditions of this AGREEMENT as fully and completely as the AGENCY.
- C. The AGENCY shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the AGENCY becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the AGENCY may request the DEPARTMENT to enter into such litigation to protect the interests of the State.

25. INTEREST AND PROHIBITED INTEREST

A. The AGENCY shall insert in all contracts entered into in connection with the PROJECT or any property included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provisions:

“No member, officer or employee of the AGENCY during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

The provisions of this subsection shall not be applicable to any agreement between the AGENCY and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Government agency.

B. Neither the AGENCY nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement, in connection with the PROJECT or any property included or planned to be included in the PROJECT in which any member, officer, or employee of the AGENCY during his tenure or for one year thereafter has any interest, and if such interest is immediately disclosed to the AGENCY, the

AGENCY with the prior approval of the DEPARTMENT may waive the prohibition contained in this subsection; provided, that any such present member, office, or employee shall not participate in any action by the AGENCY relating to such contract, subcontract or arrangement.

- C. No member or delegate to the Iowa State Legislature or to the Congress of the United States shall be admitted to any share or part of the AGREEMENT or any benefit arising there from.

26. ADDITIONAL AGREEMENT PROVISIONS

Some miscellaneous general provisions not included elsewhere in the AGREEMENT are as follows:

A. ENTIRE AGREEMENT

This AGREEMENT expresses the entire AGREEMENT between parties and no representations, promised or warranties have been made by either of the parties that are not fully expressed herein concerning this PROJECT(S).

B. SAVINGS CLAUSE

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

C. WORDING

All words used herein the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular, all words used in any gender shall extend to and include all genders.

D. BONUS AND COMMISSION PROHIBITION

By execution of the AGREEMENT, the AGENCY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for financing hereunder.

E. SUCCESSORS AND ASSIGNS

It is further understood that this AGREEMENT and all contracts entered into under the provisions of this AGREEMENT shall be binding upon the DEPARTMENT and AGENCY and their successors and assigns.

F. COMPLIANCE WITH LAWS

(1) The AGENCY agrees to comply with all Federal, State and local laws, ordinances and resolutions applicable to the prosecution of the work covered by this AGREEMENT.

(2) It is specifically understood and agreed by the parties hereto that participation by the DEPARTMENT in this PROJECT requires compliance with the rules as defined under Iowa Administrative Code 761, which are herein incorporated by reference and made part of this EXHIBIT.

G. COPYRIGHT PROHIBITION

No reports, maps, or other documents produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright by or on behalf of the AGENCY.

H. AGREEMENT EXECUTION

This agreement shall be simultaneously executed in no less than three (3) counterparts, each of which shall be deemed to be original, and such counterparts together shall constitute one and the same instrument.

I. INSURANCE

The AGENCY shall obtain insurance adequate to protect the PROJECT property and equipment as well as public liability insurance with the following minimum coverages:

Commercial Automobile Liability - combined single limit \$1,000,000.

27. LABOR PROTECTION PROVISIONS

- A. The Employee Protection Certification terms agreed to by parties of the grant IA-2016-019-01, effective August 9, 2017, hereby applies to all public transit AGENCIES whether explicitly named or not, for transit

EE. Environmental Justice

- (1) The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

FF. Environmental Protections

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

GG. Geographic Information and Related Spatial Data

- (1) Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

HH. Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

- (1) Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards outlined in 2 CFR Part 200 Subpart F. Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Code. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal and State agencies.

II. Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

31. FTA CERTIFICATIONS

A. CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify (Name and title of official) On behalf of _____ that: (Name of Bidder/Company Name) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ___/___/___

Signature of notary and SEAL _____

B. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions." Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300. Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, 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 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ___/___/___

Name and Title of Contractor's Authorized Official _____

C. BUS TESTING CERTIFICATION

The undersigned bidder [Contractor/Manufacturer] certifies that the vehicle model or vehicle models offered in this bid submission complies with 49 CFR Part 665. A copy of the test report (for each bid ITEM) prepared by the Federal Transit Administration's (FTA) Altoona, Pennsylvania Bus Testing Center is attached to this certification and is a true and correct copy of the test report as prepared by the facility. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

INFORMATION AND RESOURCES:

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HUMAN RESOURCE DIRECTOR

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