

COMPLIANCE INFORMATION**(Required agreement information, must be filled out)**

1	Subrecipients Name + Contact (must match name associated with the UEI Number)		
2	Primary application contact:		
3	Subrecipient UEI number		
4	FFY 2023 FAIN(s)		
5	FFY 2024 FAIN(s)		
5	Federal Award Date (to recipient agency from FTA)		
6	Incurred Cost Period FFY23 (Operating, PM, MM)	Begin Date:	End Date:
	Incurred Cost Period FFY24 (Operating, PM, MM)	Begin Date:	End Date:
	Period of Performance FFY23 (Vehicle procurement, project)	Begin Date:	End Date:
	Period of Performance FFY24 (Vehicle procurement, project)	Begin Date:	End Date:
9	Total amount of the Federal award committed to the subrecipient in this agreement	\$	
10	Federal Award Description(s)	FFY### Sec 5310 (UZA)	
11	Name of Federal awarding agency	Federal Transit Administration	
12	Pass- Through Entity	Utah Transit Authority	
13	Contact information for awarding official of the pass-through entity:	Alika Lindsay ALindsay@rideuta.com 801-237-1994	
14	Catalog of Federal Domestic Assistance (CFDA) number	20.513	
15	Catalog of Federal Domestic Assistance (CFDA) Name	Enhanced Mobility of Seniors and Individuals with Disabilities	
17	Indirect Cost Rate	Indirect Costs are waived under this award (per 9070.1G)	
18	Is this award for research and development? (R&D)	No	

TERMS OF PARTICIPATION

(Capital Asset Purchase and/or Provision of Operating Costs for Subrecipient)

These Terms of Participation for the purchase of vehicles and for operating costs ("Terms" or "Participating Terms") are entered into and agreed upon on this [redacted] day of October, 2024, by and between [redacted], a 501 (c) (3) Non Profit whose address principal address is [redacted] ("Subrecipient") and Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or "Recipient"). Subrecipient and UTA hereafter collectively referred to as the "Parties" and either of the foregoing may be individually referred to as "Party," all as governed by the context in which such words are used.

WHEREAS, the Federal Transit Administration Act of 1964, 49 U.S.C. §5310, as amended, provides for capital and operating grants to private non-profit organizations or public bodies for the specific purpose of assisting them in providing transportation services meeting the special needs of seniors and individuals with disabilities for whom mass transportation services are unavailable, insufficient, or inappropriate.

WHEREAS, the Governor of the State of Utah, in accordance with the Federal Transit Administration ("FTA"), has designated UTA to evaluate and select projects proposed by the Subrecipient and to coordinate grant applications.

WHEREAS Subrecipient desires to receive vehicles procured with grant funds by UTA and grant funds for the maintenance, and operation of the vehicles as described in "Exhibit A" of this Agreement ("Project Equipment") to provide transportation services to meet the needs of seniors and individuals with disabilities in the State of Utah; and

WHEREAS UTA and Subrecipient agree that Subrecipient act in accordance with the requirements imposed by state and federal law, and the rights and duties created therein, when participating in the above-stated grant programs.

NOW THEREFORE, on the stated recitals, which are incorporated herein by reference, UTA and the Subrecipient agree as follows:

1. **Purpose of Participating Terms.** The purpose of these Terms is to provide for the undertaking of transportation services to seniors and individuals with disabilities as set forth, and also further defined by, the Project Description (defined below), Project Budget (defined below), the Plan (defined below) and these Terms (hereinafter referred to as "Project") by the Subrecipient and to state the terms, conditions and mutual understandings of the Parties as to the manner in which the Project will be undertaken and completed.
2. **Scope of Project.** The Subrecipient shall undertake and complete the Project as described in the attached Exhibit A ("Project Description"), filed with, and approved by UTA and FTA, and in accordance with the terms and conditions of these Terms. See more in Exhibit A Scope of Work.

3. **Project Activity Period.** The Subrecipient agrees to complete all Project activities during the period from XXXXXXXX to XXXXXXXX ("Project Activity Period"). Grant funds may not be used to reimburse costs for any Project activities taking place before the beginning or after the end of the Project Activity Period.

4. **Grant Award.** The Subrecipient will be awarded a maximum of (Dollar amount spelled out) (\$\$\$\$\$) for the costs authorized by these Terms as further described in the "Project Budget" as set forth in, and defined by, Exhibit B, and incorporated herein as if it is set out in full.

5. **Subrecipient's Capacity.** Subrecipient agrees to maintain or acquire sufficient legal, financial, technical and managerial capacity to (1) plan, manage, and complete the Project, and provide for the use of Project Equipment; (2) plan and carry out maintenance, safety and security aspects of the project and (3) comply with these Terms, the terms of the Project Description, Project Budget, the Project schedules in the Project Budget, and all applicable Federal laws, executive orders, regulations, directives, and published policies governing this Project.

6. **Federal Law and UTA 5310 Grant Documents Incorporated by Reference.** Subrecipient agrees to abide by federal law and regulations as applicable, including all applicable FTA regulations, policies, procedures, and directives as they may be amended or promulgated from time to time during the Project Activity Period. Many provisions included within these Terms are incorporated from certain Standard Terms and Conditions, set forth in FTA Circular 4220.1F dated March 18, 2013("FTA Standard Terms"), as required by the United States Department of Transportation (DOT). The FTA Standard Terms are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in these Terms. Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any UTA requests, which would cause UTA to be in violation of the FTA Standard Terms.

6.1.1 **Federal Transit Administration Master Agreement.** Subrecipient recognizes that all federal awards and grants, including the grants giving rise to these Terms, are governed by FTA's most current version of the Master Agreement ("Master Agreement") and is hereby incorporated by reference and all terms contained therein are included, in their entirety, into these Terms. The Master Agreement can be found at <https://www.transit.dot.gov> or <https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf>.

6.1.2 **Certification and Assurances.** Subrecipient agrees to abide by the Certification and Assurances. Any breach of said Certification and Assurances will be a breach of these Terms. Subrecipient agrees to sign the new Certification and Assurances released annually by the Federal Government and provide UTA with signed copy.

6.1.3 **Project Management Plan.** Subrecipient agrees to abide by the most current version of the UTA 5310 Program Management Plan (referred to as the “Plan”) in its entirety, including, but not limited to, the care, use, and maintenance of the Project Equipment (defined below), the program management and administrative requirements, and attend all training required therein. The Plan may be found at <https://www.rideuta.com/cmm> or https://rideuta.com/-/media/Files/Doing-Business/5310/1A_Program_Management_Plan.ashx and is incorporated herein by reference. Any material breach of the Plan is a breach of these Terms.

7. **Agency.** Subrecipient is an independent contractor with UTA. These Terms do not create any type of agency relationship, joint venture, or partnership between the Subrecipient and UTA. Any periodic plan and specification review, construction inspection, or compliance oversight performed by UTA arising out of the performance of these Terms does not relieve Subrecipient of its duty in the performance of these Terms or ensure compliance with acceptable standards.

8. **Cost of Project.** The cost of the Project shall be in the amount indicated in the attached Approved Project Budget (Exhibit B) and shall be borne in the manner described therein. Subrecipient agrees that it will provide funds in the amount sufficient, together with the Grant, to assure payment of the actual Project cost. Subrecipient shall initiate and prosecute to completion all actions necessary to enable Subrecipient to provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs. Subrecipient further agrees that no refund or reduction of the amount so provided will be made at the same time unless there is at the same time a refund to UTA of a proportional amount of the Grant. Subrecipient agrees that “Project Costs” eligible for federal participation must comply with 2 CFR § 200, Subpart E – Cost Principles. **Indirect costs will not be allowed in this grant agreement. As stated in FTA C 9070.1G, this program will not administer indirect cost reimbursement regardless of whether the subrecipient has a negotiated indirect cost rate or not, due to the 10% Administration costs that UTA receives from the grant funds.**

9. **Purchase of Project Equipment.** The Project Equipment shall consist of capital items as described in Exhibit A for use by sub recipient. The purchase of all Project Equipment financed in whole or in part pursuant to these Terms shall be undertaken by UTA on behalf of Subrecipient or by Subrecipient in accordance with the procedures set forth by the Office of Management & Budget in 2 CFR 200.317-200.326, 49 CFR Parts 567, 661, 663, 665, and FTA Circular 4220.1F; Third Party Contracting Guidelines. Project Equipment shall be identified in the Project Description at the time of delivery and will constitute as the legal description of the equipment purchased under these Terms.

9.1.1 **Procurement and Reimbursement.** With respect to the Project Equipment, UTA shall procure the capital item(s) and sub recipient shall take possession of the item upon delivery of the

required local matching funds to UTA in the amount of 20% of the cost of the Project Equipment. Subrecipient's operating costs shall be reimbursed by UTA at the rate of 50% of the amount of the incurred expenses submitted to UTA on a quarterly or monthly basis through UTA's grant monitoring system. UTA shall only reimburse Subrecipient for operating costs for which Subrecipient has provided sufficient documentation.

10. **Title to and Use of Vehicle.** Title of vehicle held by UTA shall show UTA as the lien holder until the useful life is met, but title shall not be released to Subrecipient unless vehicle is disposed. Sub recipient agrees that the Project Equipment shall be used according to, and in compliance with, the Plan and the Project Description for the duration of the useful life. If the Project Equipment is not used accordingly, Subrecipient shall immediately notify UTA and shall dispose of such Project Equipment in accordance with §5310, FTA Circular 5010.1E, the Plan, and the procedures as referenced in the Master Agreement.

- 10.1.1 Subrecipient shall keep satisfactory records with regard to the use of Project Equipment and submit to UTA, upon request, such information as is required in order to assure compliance with this Section and shall immediately notify UTA in all cases where Project Equipment is used in a manner substantially different from that described in the Plan or Project Description.
- 10.1.2 Subrecipient shall maintain in amount and form satisfactory to UTA such insurance or self-insurance as will be adequate to protect Project Equipment throughout the period of required use.
- 10.1.3 During the Project Activity Period, **and through the asset's useful life**, Subrecipient shall maintain the Project Equipment and facilities at a high level of cleanliness, safety, and mechanical soundness. UTA and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Section. **Subrecipient is required to have and follow a written Project Equipment maintenance plan. Subrecipient can utilize RidePilot LITE to track their maintenance plan. Maintenance plan must be within 20% of manufacturers guidelines.**
- 10.1.4 UTA reserves the right to require Subrecipient to restore the Project Equipment or pay for damage to Project Equipment as a result of abuse or misuse of such equipment with Subrecipient's intent, knowledge, or consent.

11. **Notice.** Any notice or demand to be given by one party to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or mailing in the United States

Mail, postage prepaid, certified, return receipt requested and addressed to such party as follows:

Utah Transit Authority
ATTN: Alike Lindsay
3600 S 700 W BLDG 1
Salt Lake City, UT 84119

If to Subrecipient:

Name

Address

With a required copy to:

Utah Transit Authority
ATTN: General Counsel
669 West 200 South
Salt Lake City, UT 84101

12. **Procurement.** Subrecipient agrees to comply with procurement requirements set forth in 2 CFR § 200.317 – 326 as applicable. Subrecipient agrees in accordance with 2 CFR 200 Part § 415 that its procurement and procurement system will comply with all applicable third party procurement provisions of federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Subrecipient agrees that it may not use FTA assistance to support its third-party procurements unless its compliance with Federal laws and regulations is satisfactory. Vehicle Procurements will be performed by UTA to ensure Federal compliance.

13. **Third Party Contracts.** Unless otherwise authorized in writing by UTA, Subrecipient shall not assign any portion of the Project, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party, including sub-contractors, with respect to its rights and responsibilities under these Terms without the prior written concurrence of UTA.

13.1.1 In the event UTA does grant prior written concurrence, all contracts must include all the same terms and conditions required by state and federal law, all provisions included in these Terms, including the agreements incorporating herein by reference, and the Master Agreement. Subrecipient is responsible for ensuring that all work performed by said third party is insured under their insurance policy or requiring that the third party meet the insurance provisions required under these Terms.

13.1.2 In the event UTA does grant prior written concurrence, all contracts, subcontracts, and subcontractors lower tier contracts, must be approved by UTA before execution thereof.

13.1.3 Subrecipient may not, in any case, execute any transfer of title, assignment, lease, lien, pledge, mortgage, encumbrance, third party Contract, grant anticipation note, alienation, or other obligation that in any way would affect the Federal interest in the Project Equipment.

14. **Interest of Members of or Delegates to Congress.** No member or delegate to the Congress of the United States shall be admitted to any share or part of these Terms or to any benefit arising there from.

15. **Prohibited Interest.** No member, officer, or employee of Subrecipient during their tenure or one year thereafter shall have any interest, direct or indirect, in any entity receiving or benefiting from the grant funds provided under this Agreement.

16. **Compliance with State and Federal Law in the Operating of Project Equipment.** Subrecipient will comply with the requirements of motor vehicle equipment Safety Standards as established by the State of Utah and applicable federal law.

16.1 Subrecipient shall require all persons operating Project Equipment, including all motor vehicle equipment(s), to adhere to all safety rules set forth by the State of Utah and federal law which shall include, but not be limited to, proper commercial driver licensing, as required by Utah and federal law.

16.2 When new motor vehicle equipment is purchased under these Terms, Subrecipient shall obtain a written certification from the manufacturer that the motor vehicle equipment meets or exceeds all state and federal and state emission requirements.

16.3 Subrecipient shall comply with State of Utah motor vehicle equipment regulations in properly licensing all motor vehicle equipment purchased under these Terms. Exempt plates cannot be issued to private non-profit organizations. If motor vehicle equipment is found to be licensed, registered, or titled improperly, all costs to conform to the State of Utah motor vehicle equipment Regulations shall be borne by Subrecipient.

16.4 Subrecipient shall comply with all applicable motor vehicle equipment laws and will secure a certificate of insurance covering the Project Equipment, including all motor vehicle equipment, which shall demonstrate that Subrecipient has obtained all insurance required by State law and, when applicable, federal law. Subrecipient will obtain the minimum specified coverage in the following:

16.4.1 Bodily Injury Liability – Minimum specified by State and Federal law, whichever is greater.

16.4.2 Equipment Damage Liability – Minimum specified by State and Federal law, whichever is greater.

16.4.3 Collision – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

16.4.4 Comprehensive – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

16.4.5 Uninsured Motorist – An amount equal to at least 100 percent of the Project Equipment value during the period of coverage or minimum specified by State and Federal law, whichever is greater.

16.4.6 No Fault – Minimum specified by State and Federal law, whichever is greater.

16.4.7 This insurance will continue uninterrupted throughout the Project Activity Period, **and until vehicle is disposed or removed from the program.**

16.4.8 Subrecipient recognizes and is aware of Federal Motor Carrier Safety Regulations (“FMCSR”) and is required to comply with these regulations if applicable. Unless covered by an exception, motor vehicle equipment with a GVWR over 10,000 pounds or which carry more than 15 passengers, including the driver, are required to meet FMCSR. These regulations include specific insurance requirements and the more stringent shall be followed in case of conflicting coverage limits.

16.4.9 Automobile Liability -Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000.00

a. The policy shall be endorsed to include the following additional insured language: “The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient, including automobiles owned, leased, hired, or borrowed by the Subrecipient.”

16.5 Subrecipient agrees to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Subrecipient, Contractors or UTA.

16.6 Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

16.7 Subrecipient agrees to comply with required driver training as deemed necessary by UTA, either by an approved training program or following the National Rural Transit

Assistance Program (NRTAP) training guidelines, or covering the required topics listed in the Grant Management Guide provided to subrecipients.

17. **UTA Lien.** In order to protect UTA's interest and establish its right to claim the Project Equipment in the event of a bankruptcy or other creditor action against Subrecipient, Subrecipient hereby grants and assigns a security interest in all equipment, vehicles, etc., purchased under these Terms, namely the Project Equipment. Subrecipient shall cause all documents to be executed necessary to properly create and record the security interest and cause all said documents to be properly recorded under Utah law. Project Equipment titles shall show UTA as the first-place lien holder.

17.1 UTA is to retain physical possession of the title of the Project Equipment as lienholder over the Project Equipment.

17.2 Upon asset reaching its Federal useful life, Subrecipient is no longer required to submit reports, track preventive maintenance, and can dispose of other tracking and managerial documents after 3 years. However, Subrecipient must notify UTA when vehicle will be disposed, sold, or transferred either before or after useful life is met. Subrecipient must follow disposal guidelines in FTA C 5010 1E Ch. IV.

17.3 Disposition under a value of \$5,000 must still notify UTA of disposal and update their fleet inventory. Disposal of an asset over \$5,000 must calculate the market value and return 80% (or whatever the Federal interest is in the item) of the value over \$5,000 to FTA. UTA will oversee the transfer of funds from subrecipient to the FTA. Depreciation of the asset does not affect the Federal Interest, once the vehicle has met its useful life.

17.4 UTA will keep possession of all vehicle titles, and an extra key, until vehicle is disposed of.

17.5 UTA must continue asset inventory of items that have met their useful life, until they are disposed. UTA will update asset inventory every 2 years. This does not include inspection of the condition of the vehicle.

18. **Indemnity.** Subrecipient agrees to hold harmless and indemnify UTA, its officers, employees and agents ("Indemnitees") from and against all claims, suits, and costs including attorneys' fees for injury or damages of any kind, arising out of Subrecipient's negligent acts, errors or omissions in the performance of these Terms, and from and against all claims, suits and costs including attorney's fees for injury or damage of any kind, arising out of Indemnities failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from Subrecipient's negligent acts, errors or omissions in the performance by Subrecipient or its subs at any tier within the scope of responsibilities of Subrecipient under these Terms.

19. **Federal, State, and Local Law Disclaimer.** The provisions of these Terms shall be governed by the laws of State of Utah. Venue for any legal proceeding regarding these Terms shall be in Salt Lake County, State of Utah. Subrecipient and those engaged by Subrecipient shall comply with all Federal, State, and local laws,

regulations and other legally binding requirements that pertain to services provided under these Terms.

20. **Statement of Financial Assistance**. These Terms are subject to a financial assistance agreement between UTA and the U.S. Department of Transportation.

21. **Project Changes**. Occasionally during the course of this Project, it may become necessary to effect certain changes and/or modifications in the original application statements. All such changes in budget, time, personnel, objective, and scope shall be justified by Subrecipient and forwarded to UTA for approval.

21.1 Any changes in the Project, approved or otherwise, do not affect or diminish the obligations of Subrecipient under these Terms.

21.2 Any extension in the proposed scope of services, or Project Activity Period will require a fully executed amendment or Terms of Participation. The amendment will establish the extent of changes, extensions, modifications, and the compensation, therefore.

21.3 Any small changes to cost of a capital activity line item, with no changes to project scope or number of items awarded, will not require a full amendment to this agreement, but will be reflected in the grant revision with the FTA and require approval by the GMAT of the Local Coordinating Council.

21.4 In the unlikelyhood that a capital item procured comes in at an amount higher than estimated and awarded, and no increase to awarded funding can be made, the subrecipient will be responsible to provide an overmatch of local share to cover increased cost of such item.

21.5 All amendments or changes to these Terms must be made in writing and executed by and agreed to by UTA.

22. **Severability**. If any provision or part of a provision of these Terms is held to be unconstitutional, invalid, illegal, or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding, or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited, or if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of these Terms shall remain unaffected and these Terms shall be construed and enforced as if such provision in its original form and content had never comprised a part thereof.

23. **Status Verification System**. State law mandates that Subrecipient physically performing services provided under these Terms must register and participate in the Status Verification System to verify the work eligibility status of Subrecipient's new employees.

24. **No Third-Party Beneficiaries**. Subrecipient agrees to these Terms for the sole benefit of Subrecipient, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of these Terms. Subrecipient represents that the

execution of these Terms and the performance required under these Terms are within its duly authorized powers.

25. **Changes in Project Performance.** Subrecipient agrees to notify UTA immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect Subrecipient's ability to perform the Project according to these Terms. Subrecipient also agrees to notify UTA immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect UTA's or the Federal Government's interests in the Project or the federal interest(s) in the Project Equipment.

26. **Trafficking in Persons.** To the extent applicable, Subrecipient agrees to comply with, and assures the compliance of each third-party contractor, including all subcontractors, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 U.S.C. § 7104(g), and the provisions of Subsection 3.g of the Master Agreement consistent with U.S. OMB guidance, "Trafficking in Persons: Grants and Cooperative Agreements," 2 C.F.R. Part 175.

27. **Audit and Inspection.** Subrecipient will permit UTA, the Comptroller General of the United States and the Secretary of the United States Department of Transportation or their authorized representatives, to inspect all motor vehicle equipment, facilities and Project Equipment, all transportation services rendered by Subrecipient by the use of such vehicles and/or equipment, and all relevant Project data and records. All payments made by Subrecipient to any potential subcontractors for services required by these Terms shall be subject to audit by UTA. Subrecipient shall also permit the above-named persons to audit the books, records and accounts of Subrecipient pertaining to the Project. If Subrecipient receives over \$750,000 in Federal funds from all sources, Subrecipient shall submit an external audit to UTA annually, following the procedures set forth in 2 CFR 200 Subpart F, 2 CFR § 200.500 et. seq. **If Subrecipient is not required to provide an external audit, they must still submit their annual financial reports to UTA.**

28. **Access to Records and Reports.** Subrecipient shall provide UTA with access to records or reports that pertain to these Terms, or the project documentation compliance requirements.

28.1 **Establishment and Maintenance of Accounting Records.** Subrecipient shall establish and maintain, in accordance with requirements established by UTA, separate accounts for the Project, either independently or within its existing accounting system, to be known as the "Project Account." Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the Subrecipient or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

28.2 Documentation of Project Costs. All charges to the Project Account shall be supported by properly executed invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of UTA.

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

28.4 Retention Period. Subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Subrecipient shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

28.5 Method of Payment. With the exception of the vehicles procured by UTA with grant funding, UTA, using FTA Grant Program 5310 apportionments, shall reimburse Subrecipient for the Federal portions, as they are made available to UTA, of eligible expenses incurred in completing the Project. Reimbursement is contingent upon the availability of FTA apportionments to UTA. In no event shall the total amount reimbursed by UTA hereunder exceed eligible available Federal funds for the Project. Payment will be made by UTA on a reimbursable basis for actual costs incurred. Subrecipient shall submit an original invoice detailing and supporting the costs incurred. Payment is subject to the submission to and approval by UTA of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to UTA must include a record of the actual costs. Once the invoice has been approved by UTA, UTA will process a drawdown of funds with the FTA.

28.6 Reporting and Monitoring. Subrecipient shall advise UTA regarding the progress of the Project at such times and in such manner as UTA may require including, but not limited to, Local Coordinated Council meetings and quarterly reports. Subrecipient shall submit to UTA quarterly milestone reports, annual milestone reports, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by UTA. Subrecipient is subject to site visits, risk assessments, and vehicle inspections as deemed necessary by UTA. Upon completion of the Project and not later than ninety (90) calendar days after the end of the Project Activity Period, the Subrecipient must submit a final progress close-out report and a final financial status report of expenditures for the full Project and containing a final accounting of the grant expenditures. The final report must include inventory of property acquired during performance of the Project.

28.7 Articles of Incorporation. The Subrecipient agrees to maintain private non-profit eligibility (where applicable), as described in application for capital assistance, by retaining valid Articles of Incorporation and adhering to all State and Federal regulations concerning this issue and will continue to do so for Project Activity Period.

28.8 Other Situational Requirements.

28.8.1 Where Subrecipient is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Subrecipient agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Subrecipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions. Subrecipient also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Subrecipient access to Subrecipient's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5310.

28.8.2 Where Subrecipient enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 2 CFR § 200, Subrecipient agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of Subrecipient which are directly pertinent to these Terms for the purposes of making audits, examinations, excerpts and transcriptions.

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

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

28.8.5 Subrecipient agrees to maintain all books, records, accounts and reports required under these Terms for a period of not less than three years after the expiration of the Project Activity Period, except in the event of litigation or settlement of claims arising from the performance of these Terms, in which case Subrecipient agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR § 200.

28.8.6 Proof of Subrecipient's compliance with licensing requirements shall be furnished to UTA upon request.

29. **Breaches and Dispute Resolution.** Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by UTA's Coordinated Mobility Manager or their appointed designee. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its

copy, Subrecipient mails or otherwise furnishes a written appeal to the UTA's Executive Director. In connection with such appeal, Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon Subrecipient and Subrecipient shall abide by the decision.

29.1 Performance During Dispute. Unless otherwise directed by UTA, Subrecipient shall continue performance under this contract while matters in dispute are being resolved.

29.2 Claims for Damages. Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage. Resolution of claims or disputes shall be as described in Paragraph 29 above.

29.3 Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by UTA or Subrecipient shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

30. **Civil Rights**. Subrecipient agrees to follow Federal Civil Rights law and regulations as outlined in Exhibit C: Federal Clauses, listed in this agreement. Subrecipient agrees to post Civil rights notices in FTA 5310 funded vehicles and public areas with contact information to submit civil rights complaints. Subrecipient shall have a written policy for handling Title VI and ADA complaints, addressing them, and recording them. Subrecipient shall have a designated contact within their agency to contact for complaints. **Subrecipient will have a written ADA Plan and Title VI Plan and follow FTA guidelines for such. Title VI plans must be updated every 3 years. EEO statement and civil rights complaint filing process must be available on agency website. Title VI complaint information must be available in public areas and inside 5310 vehicles.**

30.1 Americans With Disabilities Act (ADA)

The subrecipient agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Subrecipient agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination

statute(s) that may apply to the Project.

30.2 Federal Equal Employment Opportunity (EEO) Requirements

These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

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

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

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Subrecipient 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 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty. The Subrecipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

31. **Charter Service Operations.** Subrecipient agrees to not engage in any Charter Service Operations as described in the UTA Program Management Plan and 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604.

32. **Debarment and Suspension**

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

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

33. **Incorporation of Federal Transit Administration (FTA) Terms**

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

34. **No Government Obligations to Third Parties**

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

35. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or 18 Jun-24 a legal disagreement in any forum for any reason.

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

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

36. Patent Rights in Data

Intellectual Property Rights This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Subrecipient shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Subrecipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Subrecipient authorize others to do so, without the written consent of FTA, until such time as FTA 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. For purposes of this Contract,

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

1. 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 below. 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.

a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

b. Any rights of copyright purchased by the Subrecipient using Federal assistance in whole or in part by the FTA.

2. Unless FTA determines otherwise, the Subrecipient performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the 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 Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Subrecipient agrees 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 the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Subrecipient shall not 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.

4. 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.

5. Data developed by the Subrecipient and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Subrecipient identifies those data in writing at the time of delivery of the Contract work.

6. The Subrecipient agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

37. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Subrecipient agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Subrecipient shall comply with the Buy America certification(s) submitted with its proposal/bid. The Subrecipient agrees to participate and cooperate in any preaward and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

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

The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subrecipient 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 Subrecipient to the extent the Federal Government deems appropriate. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate. The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

39. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients 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.

40. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

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

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

41. RESTRICTIONS ON LOBBYING

Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

(1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

(1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

(1) A subcontract exceeding \$100,000 at any tier under a Federal contract;

(2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

(3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above. (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

42. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

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

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

43. SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing. If Contractor violates this School Bus Agreement, FTA may: 1. Bar the Contractor from receiving Federal assistance for public transportation; or 2. Require the contractor to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance

of this clause in each subcontract or purchase under this contract that may operate public transportation services.

45. TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit

Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if

any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

46. VIOLATION AND BREACH OF CONTRACT

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

Performance during Dispute: Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies: Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

47. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it: (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Exhibit A (Scope of work and Project Description)

(Project Description)

- *One accessible van to expand transportation services.*
- *One non-accessible van to expand transportation services.*
- *Operation costs to provide enhanced transportation services to seniors and persons with disabilities, beyond what is currently available.*

(Vehicle Description)

- *One 8-10 passenger accessible expansion van*
- *One Non-accessible expansion minivan*

(Scope of Work)

Project Goals

GOALS FROM APPLICATION

Implementation Plan

IMPLEMENTATION FROM APPLICATION

Staffing Plan

STAFFING PLAN FROM APPLICATION

Project Sustainability

SUSTAINABILITY FROM APPLICATION

Post Award Compliance Monitoring

Subrecipient agrees that after the project is awarded, they will attend the mandatory Post-Award and RidePilot training. Upon completion, the Coordinated Mobility Grant Admin/Specialist will enter the date completed into the Grant Management Software.

All vehicles are purchased by UTA on behalf of each subrecipient to ensure Federal procurement compliance. Once subrecipient receives their vehicle they will report the delivery date and date vehicle was placed into service into the Grant Management Software. They will add vehicle location, maintenance plans, and any other information about the vehicle into Ride Pilot. Upon vehicle receipt, subrecipient will submit vehicle invoice in Grant Management Software, and the date the vehicle was placed into service in the RidePilot Software.

For ongoing project compliance, the subrecipient agrees to submit the following reports:

Quarterly: Quarterly Narrative, Trip Purposes, Number of one way trips for seniors and/or

people with disabilities, Total number of people served, Vehicle Miles traveled, any changes or updates to project goals, milestones, and compliance.

Annually: Certificates and Assurances, Single Audit or Financial Report

Project Close-out: Final Reports, Final Expenditure, Close-Out Paperwork, Project Completion, within 90 days of project end date.

For ongoing project compliance, the subrecipient agrees to address the following milestones in their reports:

(MILESTONES FROM TRAMS)

Subrecipients receiving operations funding must submit for reimbursement on a quarterly or monthly basis. Subrecipients agree to follow backup documentation compliance when submitting for reimbursement. Subrecipients may not receive payment if they have not completed their quarterly reporting. Subrecipients will be subject to a Site Visit, Risk Assessment, and Vehicle Inspection conducted by UTA every two years. Monitoring frequency may change dependent upon level of risk determined from subrecipient evaluation. Subrecipients receiving vehicles must continue documenting fuel, maintenance, and cleaning in RidePilot. Subrecipients shall only charge incurred costs within the project activity period as defined in this agreement.

After the Federal Useful Life of the vehicle subrecipients desiring to dispose of vehicle must have a value appraisal. If the value is greater than \$5,000 any additional proceeds must be returned to UTA for Federal processing. Please see section 17 UTA Lien of this agreement for more details.

Non-compliance with terms and conditions may be considered in future evaluation of applications.

Exhibit B
(Budget and Source and Amounts of Local Share)

Grant Funded Items	Federal Award	Local Share	Total Budget	ACCT# (UTA USE ONLY)	Source of Local Match <small>(i.e.: donations, program revenue, local tax funds)</small>
	\$	\$	\$		
	\$	\$	\$		
	\$	\$	\$		
TOTAL PROJECT BUDGET	\$	\$	\$		

Exhibit D
(Lobbying and Debarment Attachments)

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS
FINANCED IN PART BY THE U.S. GOVERNMENT**

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

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 Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, 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.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space _____.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective contractor is providing the signed certification set out below:**

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"

- (1) The prospective contractor certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 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.
 - (2) When the prospective contractor is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, UTA may pursue available remedies, including suspension and/or debarment.
3. The prospective contractor shall provide immediate written notice to UTA if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact UTA for assistance in obtaining a copy of those regulations.
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by UTA.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, UTA may pursue available remedies including suspension and/or debarment.

ATTACHMENT B

CERTIFICATION OF RESTRICTIONS ON LOBBYING

_____, hereby certifies that:
(Name of Company)

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.

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

This certification is a material representation of fact upon which reliance is 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 Section 1352, Title 31, U.S. Code. 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.

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