

2019

**GoBus: Ohio Rural Intercity Bus Service Contract between
Hocking Athens Perry Community Action and Barons Bus**

This Contract is between Hocking Athens Perry Community Action, acting as the Administrator, hereafter called "Administrator" or "HAPCAP", and Barons Bus, hereafter called "Contractor" to provide intercity bus service for GoBus: Ohio Rural Intercity Bus Program (Section 5311(f)). Administrator and Contractor are together referred to as the "Parties".

- 1. Purpose of Contract.** The purpose of the Contract is to provide the intercity bus service seven (7) days a week, for the following routes (See Exhibit A, "Statement of Work" for full route descriptions):

Route 1: Columbus // Athens // Parkersburg

Route 2: Cincinnati // Athens

Route 3: Wooster // Mt Vernon // Columbus

Route 4: Cleveland // Marietta

Route 5: Cleveland // Athens

Route 6: Columbus // Van Wert

Route 7: Columbus // Mansfield // Wooster

This service will help fulfill the unmet need for transportation between non-urbanized areas and urbanized area and provide meaningful connections to the nationwide intercity bus network operated by Greyhound Lines and its interlining partners.

- 2. Effective Date and Duration.** This contract shall become effective on January 1, 2019. Unless terminated or extended, this Contract shall be in effect until December 31, 2019. Contractor shall not perform any Services and HAPCAP shall not pay for any Services performed or expenses incurred by Contractor after Contract expiration. Expiration shall not extinguish or prejudice Administrator's right to enforce this Contract with respect to any breach of a Contractor warranty or any default or defect in Contractor performance that has not been cured or Contractor's right to enforce this Contract with respect to any breach of Administrator.
- 3. Statement of Work.** The Contractor shall undertake and complete all intercity bus service seven (7) days a week. The Statement of Work is detailed in Exhibit A, "Statement of Work."
- 4. Contractor's Share of Project Costs.**

The Estimated Total Project Cost for Operation is \$9,096,100 with an Estimated Total Project Revenue for Operation of \$1,580,000 and an Estimated Total Project Deficit for Operation of \$7,516,100. The Estimated 5311(f) Contribution for Operation is \$3,756,850, Available Local In-Kind

Greyhound Match of \$3,759,250 and Other Local Revenue totaling \$2,400. Should there be additional renewal periods of the Agreement, Estimated Totals of Project Cost, Revenue and Deficit for Operations and Available and Estimated In-Kind Greyhound Matches as provided in the paragraph herein shall be submitted for parties' review and written approval prior to commencement of such renewal period.

The Contractor agrees to expend eligible Federal funds in an amount sufficient, to assure payment of eligible expenses for services described in Exhibit A, "Statement of Work." The Contractor and HAPCAP agree that the Project's In-Kind Funds and their corresponding Project Costs are derived from the value of Greyhound Bus Lines' (Greyhound) capital costs of connecting unsubsidized intercity bus service, as set forth in Exhibit B, "Letter of In-Kind Match from Greyhound," an agreement between HAPCAP and Greyhound documenting the eligible share of In-Kind contribution. The Contractor further agrees that there shall be no reduction in the amount specified as the In-Kind Funds unless there is a concurrent proportional reduction in the Federal Funds, as defined in Exhibit A, "Statement of Work" and Budget of this Contract. If at any time the Contractor becomes aware that the cost which it expects to incur in the performance of this Contract will exceed or be substantially less than the amount indicated as the Total Cost, the Contractor shall notify HAPCAP promptly in writing to that effect. The Contractor agrees that Project Cost eligible for Federal participation, including In-Kind Funds used as match, must comply with the following:

- a. 2 CFR 200 principals, namely 200.402 and Financial Management requirements, and 200.330, Contractor requirements;
- b. Federal Acquisition Regulations (FAR) Part 31, Contract Cost Principles and Procedures; and
- c. all Section 5311(f) program requirements.

5. Compensation. The Contractor shall be paid for Eligible Net Operating Expenses. Net Operating Expenses are calculated by taking the Total Eligible Intercity Project Costs less eligible Intercity Fare Revenues. The Contractor shall be paid only for its Net Operating Expenses NOT to exceed a total of \$3,759,250 incurred during the time period of January 1, 2019 to December 31, 2019. The funding for all routes is dependent on available in-kind match. If, for any reason, one or more routes become ineligible for in-kind match, this agreement will become void. Should there be additional renewal periods, the amount paid to Contractor for its Net Operating Expenses shall be reviewed and may be subject to increase or decrease by mutual consent of the parties for each renewal period.

6. Payment.

- A. HAPCAP, using Federal Funds and/or State Funds, shall reimburse the Contractor for actual, allowable, and verifiable Net Operating Expenses. (Actual Allowable Net Operating Expenses = Total Eligible Intercity Project Costs less eligible Intercity Fare Revenues) Notwithstanding any other provision of this Contract, HAPCAP shall not be responsible for payments beyond Federal and State Funds actually received.
- B. The Contractor will be responsible for collecting farebox revenue. The Contractor is required to provide HAPCAP with a farebox revenue policy to ensure they are compliant with federal and state requirements. Farebox revenue collected by the Contractor will be retained by the Contractor. The amount collected will be reported and deducted from the monthly invoice.

- C. The Contractor will be required to report all eligible gross operating expenses as well as all farebox revenue collected in the form of a monthly invoice. The invoice must be submitted to HAPCAP in the prescribed format (See Exhibit C, "HAPCAP Prescribed Invoice Format").

The Contractor will also be required to provide cost allocation documentation for all routes. The documentation should reflect the actual expenditures that are allowable and allocable to the GoBus program.

- D. Payment will be made by HAPCAP on an incremental, reimbursable basis upon submission by the Contractor and approval by HAPCAP, of properly prepared monthly invoices and supporting reports and financial summaries of actual revenues and costs (See Section 8, "Reports").
- E. Such invoices must be submitted monthly by the 10th business day of each month. If approved by HAPCAP said invoices shall be paid by HAPCAP within 30 days of receipt of the invoice. The Contractor's final payment request for funding must be received by HAPCAP within 45 days of Contract end date or renewal period end date or within 45 days of the termination of this Contract, whichever is sooner. Any payment requests received more than 45 days after Contract end date or renewal period end date or Agreement termination date will not be eligible for reimbursement.

7. Assignments and Subcontracts. Unless otherwise authorized in writing and in advance by HAPCAP, the Contractor will not assign any portion of the Project or execute any contract, amendment, or change order there to, or obligate itself in any manner with any assignee with respect to its rights and responsibilities under this Contract.

8. Reports. The Contractor shall prepare reports regarding services pursuant to this Contract and other related information to this Contract, for such periods of time and with such frequency as prescribed in Exhibit A, "Statement of Work." These reports include, but are not limited to:

- a.) Daily passenger and vehicle trip logs.
- b.) Monthly ridership, revenue, vehicle miles and hours, and on-time performance reports.
- c.) Quarterly and/or annual passenger count information, miles operated, passenger miles, vehicles hours and miles, and all passenger and package/freight revenue.
- d.) Report information that details the number of passengers boarding and deboarding (on/off) for each stop.
- e.) Fulfill all reporting requirements regarding FTA Section 5311(f) as required by the Federal Transit Administration and/or the Ohio Department of Transportation, Office of Transit.

9. Contractor Registration.

- a.) **Dun and Bradstreet (D&B) Duns Number.** A contractor or subcontractor that receives funding under this contract will be required to have a valid Data Universal Number System (DUNS). The Prime Contractor must provide their DUNS number as well as their subcontractor(s) DUNS number(s).

Failure to provide a DUNS number may be cause for termination of Contract. No payment will be made to a Prime Contractor for a subcontractor where the subcontractor has not provided a DUNS number.

A DUNS number may be obtained from the following web site: fedgov.dnb.com/webform.

- b.) **System for Award Management.** A contractor or subcontractor that receives funding under this Contract will be required to be registered with the System for Award Management (SAM). The Prime Contractor as well, as their pre-approved subcontractor, must be listed in the CCR database. Failure to register with the SAM may be cause for termination of Contract. No payment will be made to a Prime Contractor for a subcontractor where the subcontractor has not registered with the SAM.

10. Accounting Records and Department Audits.

- a.) The Contractor shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. (See Federal Acquisition Regulation 48 CFR Part 31, Subpart 31.2 – Contract with Commercial Organizations).
- b.) This audit shall be performed in accordance with Federal Acquisition Regulation 48 CFR Part 31, Subpart 31.2 – Contract with Commercial Organizations, its Compliance Supplement, and state single audit guidelines issued by the Ohio Department of Administration Services (DAS).
- c.) The Contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to the project for inspection by HAPCAP, ODOT, the Comptroller General of the United States, and the Secretary of the U.S. Department of Transportation or their designees during normal business hours in their respective offices for a period of three (3) years following final contract payment or refund. The Contractor shall be responsible for insuring the compliance of all subcontractors and affiliates with this provision.
- d.) The Contractor shall permit HAPCAP, ODOT, the Comptroller General of the United States, and the Secretary of the U.S. Department of Transportation, or their authorized representatives, access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records. The Contractor shall also permit the above-named persons access to audit the books, records, and accounts of the Contractor Recipient pertaining to the project. Such access to inspect or audit as described herein shall be during regular business hours and with reasonable advance written notice to the Contractor.

11. General Compliance Assurance. The Contractor agrees to give reasonable guarantees that it and its subcontractors or third party contractors under this Contract, will comply with all requirements imposed by, or pursuant to, the Federal Transit Act, Federal Regulations, and the US Department of Transportation.

12. Insurance.

- a.) The Contractor shall carry both (1) Comprehensive General Liability Insurance which must include Personal Injury, Contractual and Employer's Liability with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage combined and (2) Automobile Liability Insurance covering the equipment with limits of liability not less than \$1,000,000 per occurrence for bodily injury and property damage combined.
- b.) The Contractor agrees that all insurance shall be in the form and with such carriers satisfactory to HAPCAP. The insurance carrier must be authorized to do business within the State of Ohio and be able to issue the insurance required above. Insurance is to be placed with a carrier that has a Best's rating of A- or higher. The risk manager for the State of Ohio must approve any exception. The policy must reference the State's contract number (i.e. GCA #). The insurance policies shall be endorsed to include ODOT, HAPCAP, The City of Athens, Greyhound, and their officers, officials, agents, and employees, as additional insureds.
- c.) The Contractor shall obtain Worker's Compensation insurance in the amount and type required by Ohio law and any other state in which work will be performed.
- d.) The Contractor shall provide to HAPCAP certificates of insurance, in a form satisfactory to HAPCAP, reflecting full compliance with the requirements of this Section, which shall provide for not less than 45 days advance written notice to HAPCAP in the event of cancellation or material change in the policies of insurance required. Coverage in the minimum amount set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage.

13. Breach and Disputes.

Breach and Disputes are governed by the provisions under Exhibit D, Section A: Federally Required Clauses, "Breaches and Dispute Resolution".

Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of both Parties shall be decided in writing by authorized representative of HAPCAP. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to HAPCAP's Executive Director. In connection with 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 HAPCAP's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision. The Federal Transit

Administration (FTA) has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by HAPCAP, the 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 ten days 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 HAPCAP and the 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 Ohio.

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 HAPCAP or the 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.

14. Termination Provisions.

Termination Provisions are governed by the provisions under Exhibit D, Section A: Federally Required Clauses, "Termination".

Termination for Convenience (General Provision). HAPCAP may terminate this contract, in whole or in part, at any time by no less than thirty (30) days advance written notice to the Contractor when it is in HAPCAP'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 HAPCAP as outlined in Section 6(E). If the Contractor is in possession of any of HAPCAP's and/or the City of Athens' property, the Contractor shall account for same, and dispose of it as HAPCAP directs at the cost of HAPCAP.

Notwithstanding anything contained herein to the contrary, if HAPCAP reduces the number of buses operated by Contractor pursuant to this Contract or terminates this Contract as described above, HAPCAP shall provide Contractor no less than thirty (30) days advance written notice of such reduction or termination, specifying the number of buses HAPCAP elects to eliminate from service and the date on which such reduction is effective or, if termination, then the date on which such termination is effective.

Termination for Default [Breach or Cause] (General Provision). If the Contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and 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, HAPCAP may terminate this Contract for default.

Termination shall be effected by serving at least ten (10) days advance written notice of termination to the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall only be paid the Contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by HAPCAP 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, HAPCAP, after setting up a new delivery or performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision). HAPCAP 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 shall state a reasonable time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the HAPCAP's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the Contractor or written notice from HAPCAP setting forth the nature of said breach or default, HAPCAP shall have the right to terminate the Contract without any further obligation to the Contractor with exception for payment of services rendered through the termination date. Any such termination for default shall not in any way operate to preclude HAPCAP from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that HAPCAP elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by HAPCAP shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience (Professional or Transit Service Contracts). HAPCAP, by written notice, may terminate this Contract, in whole or in part, when it is in HAPCAP's interest. If the Contract is terminated, HAPCAP 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, HAPCAP may terminate this Contract for default. HAPCAP shall terminate by delivering to the Contractor a notice of termination specifying the nature of default. The Contractor shall 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 termination had been issued for HAPCAP's convenience.

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, HAPCAP may terminate this Contract for default. HAPCAP shall terminate by delivering to the Contractor a notice of termination specifying the nature of default. The Contractor shall 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 HAPCAP's and/or the City of Athens' goods, the Contractor shall, as directed by HAPCAP, protect and preserve the goods until surrendered to HAPCAP or its agent. The Contractor and HAPCAP shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall 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 termination had been issued for the HAPCAP's convenience.

Termination for Convenience or Default (Cost-Type Contracts). HAPCAP may terminate this Contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether termination is for convenience of HAPCAP or for default of the Contractor. If 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 HAPCAP, or property supplied to the Contractor by HAPCAP and/or the City of Athens. If termination is for default, HAPCAP may fix the fee, if the Contract provides for a fee, to be paid to 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 HAPCAP and the parties shall negotiate the termination settlement to be paid to the Contractor. If termination is for HAPCAP's convenience, The Contractor shall be paid its contract closeout 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, HAPCAP determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, HAPCAP, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- 15. Additions or Reductions in Service.** Understanding the importance of affordable travel options to rural residents, students, and visitors; understanding the unmet needs of national connections; and understanding the economic realities of reduced local budgets, HAPCAP intends to proactively address service effectiveness and efficiency. Options under consideration include incentives/disincentives for mutually determined GoBus services outcomes, revamping service to improve performance measures and attract transportation partnerships with other publicly funded agencies, seeking opportunities to work with stakeholders and partners, and improving marketing and public outreach efforts (including consistent signage and transfer locations among the various providers that would assist local travelers).

Consequently, it is expected that GoBus services may, after consultation with Contractor, be periodically modified by HAPCAP in its sole discretion. Modifications may include, but are not limited to, adding or deleting bus stops, extending, deleting or adding routes, or parts of routes,

expanding or decreasing service hours and miles of current services, and the introduction of new services or routes. Contractor shall supply HAPCAP with estimated changes in costs and vehicle requirements resulting from proposed service modifications and HAPCAP shall, in its sole discretion, determine the allowable services after input from Contractor on proposed service changes. Contractor shall be compensated for modifications under the same terms.

HAPCAP will conduct required public hearings and notify Contractor a minimum of thirty (30) days in advance of any major service changes. HAPCAP may institute minor service changes with fourteen (14) days notice. Supplements, amendments or modifications to this contract will be made for all additions or reductions in service.

16. Modification of Contract. This Contract may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Contract shall be binding unless it is in writing and signed by all parties.

17. Federal Clauses. The Contractor agrees to comply with all Federal Clauses identified Exhibit D, Section A: Federally Required Clauses and sign and comply with all Federal Certifications identified in Exhibit D, Section B: Federally Required Certifications.

EXHIBIT A**STATEMENT OF WORK**

Statement of Work: To provide the intercity bus service seven (7) days a week, for the following routes:

Route 1: Columbus // Athens // Parkersburg with anticipated stops in the communities of Marietta, Parkersburg, Coolville, Athens, Nelsonville, Logan, Lancaster, and Columbus. This route will operate three round trips daily between Columbus and Athens and one round trip daily between Athens and Marietta.

Route 2: Cincinnati // Athens with anticipated stops in the communities of Athens, Albany, Jackson, Piketon, Peebles, Seaman, Batavia, and Cincinnati. This route will operate two round trips daily between Cincinnati and Athens.

Route 3: Wooster // Mt Vernon // Columbus with anticipated stops in the communities of Wooster, Shreve, Loudonville, Mt Vernon, Gambier, Martinsburg, Newark, and Columbus. This route will operate one round trip daily between Columbus and Wooster.

Route 4: Cleveland // Marietta with anticipated stops in Marietta, Parkersburg, Caldwell, Cambridge, Newcomerstown, New Philadelphia, Mt Eaton, Canton, Akron, and Cleveland. This route is a portion of a larger route that runs between Cleveland, OH and Charleston, WV. Only the portion between Cleveland, OH and Marietta, OH is available to receive Ohio 5311(f) funds.

Route 5: Cleveland // Athens with anticipated stops in Athens, Marietta, Parkersburg, Caldwell, Cambridge, New Philadelphia, Canton, Akron, Broadview Heights, Parma, and Cleveland.

Route 6: Columbus // Van Wert with anticipated stops in Van Wert, Delphos, Lima, Kenton, Marysville, and Columbus. This route is a portion of a larger route that runs between Chicago, IL and Cleveland, OH. Only the portion between Columbus, OH and Van Wert, OH is available to receive Ohio 5311(f) funds.

Route 7: Columbus // Mansfield // Wooster with anticipated stops in Wooster, Mansfield, and Mount Gilead. This route is a portion of a larger route that runs between Buffalo, NY and Cincinnati, OH. Only the portion between Wooster, OH and Columbus, OH is available to receive Ohio 5311(f) funds.

This service will to help fulfill the unmet need for transportation between non-urbanized areas and urbanized area and provide meaningful connection to the nationwide intercity bus network operated by Greyhound and its interlining partners.

Throughout the life of the project, the intercity bus service must continue to provide meaningful and complementary connections to Greyhound and its interline partners, comply with Federal regulation and other industry standard, including Federal Motor Carrier Safety Administration (FMCSA) operating authority; National Bus Traffic Association (NBTA) membership; Insurance; Driver and Vehicle Safety Standards; and Operating and Terminal Access Agreements. These compliance requirements are further defined in Exhibit E, "Compliance Requirements."

The following details service requirements of the Project to which the Contract applies (Project):

Service Requirements.

- Service must be operated seven (7) days/week.
- When possible and where practical, the Contractor must offer proper ticketing and package express service.
- Buses will carry passengers holding tickets between points served under these projects. The Administrator will be required to maintain an interline agreement with Greyhound to facilitate common ticketing and easy exchange of passengers and baggage along the determined corridor(s).
- The Contractor will be required, when possible and where practical, staffed stop(s) with the ability to sell tickets, including tickets for trips with a leg on Greyhound/interline partners' service utilizing the Greyhound MAX or Transcor ticketing service. The Contractor must secure and/or maintain required agreements or contracts for use of stops, using existing bus/train stations/stops where available. The Contractor will work with the HAPCAP and Ohio Department of Transportation (ODOT) to change locations for these stops as necessary. Any changes must be approved by the HAPCAP.
- The Contractor will provide the buses necessary to operate the routes. Throughout the life of the project, the Contractor will be solely responsible to furnish an adequate number of buses, and will be responsible for ensuring that a bus is available to meet scheduled departure times on a regular basis. Buses must be in clean, working order and available at the originating station for service and passenger boarding fifteen (15) minutes prior to departure times.
- Requirements for any buses supplied by the Contractor include that the buses are fully accessible to persons with disabilities and are compliant with all Americans with Disabilities Act (ADA) requirements, including wheel chair accessibility.
- Contractor will ensure no passengers will be allowed to stand or occupy the aisle during travel.
- On-time performance shall be monitored by the Contractor and reported to HAPCAP. HAPCAP, Greyhound, and/or other interlining partners will also monitor on-time performance. The Contractor's inability to meet a scheduled departure time due to maintenance or dispatch problems or equipment failure that are the responsibility of the Contractor constitutes inability to meet service and can result in action up to and including termination of the contract. The Contractor will be responsible for all additional costs to passengers for missing departure connections.
- The Contractor will be required to furnish an adequate number of drivers to transport the passengers who wish to use the service. Drivers of this service must be employees of the Contractor who is solely responsible for driver hiring and training.
- Capacity to carry luggage is a requirement for funding under the Section 5311 (f) program. Passengers' baggage may be carried on the buses. For safety, security, and possible liability issues, baggage may not be held by the passenger, on the seat beside the passenger, or

placed in an area designed for a wheelchair. Baggage may not block any aisle in any way. While not a requirement, it is encouraged that the Contractor has a baggage policy either published in the schedule, or available to the customer upon request.

- Regardless of whether checked baggage service is offered or the passenger takes responsibility for the handling of their own luggage, the Contractor will open the luggage storage compartment at each bus stop for passengers, assist passengers in loading and unloading baggage in the appropriate luggage storage compartment, and close the luggage compartment after all handling of baggage is completed at that stop. All baggage placed in the luggage compartment must be tagged with at a minimum the passenger's name and telephone number. The Contractor will be responsible for providing luggage tags and for tagging, labeling, loading and unloading checked baggage, and positioning checked baggage in the luggage storage compartment.
- Responsibility and procedures for handling any baggage loss claims filed by bus passengers, traveling on Greyhound tickets, will be defined in the interline agreements with Greyhound. The Contractor shall be responsible for all claims for passenger baggage not checked through Greyhound.
- A uniform bus fare structure will be established to be consistent with standard transportation fees subject to the Administrator's final approval. In addition to Greyhound tickets, Contractor's tickets, vouchers from ODOT, social service agencies and other interline tickets may be used for this service. The Contractor will bill Greyhound or other sources for payment for the tickets and vouchers received in exchange for the rides. All ticket and voucher arrangements are to be negotiated and subject to HAPCAP's written final approval. Approval may be obtained via email.
- The Contractor must maintain daily passenger and vehicle trip logs which shall include, but are not limited to, the following information:
 - Driver name and vehicle number.
 - Total daily passenger counts (passengers getting on and off at each stop).
 - Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination.
 - Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue by vehicle.
 - The daily mileage by vehicle as recorded to the nearest mile.
 - The daily vehicle hours by vehicle as recorded to the nearest mile.
- The Contractor will be required to maintain with monthly ridership, revenue, vehicle miles and hours, and on-time performance reports, in an ODOT-prescribed format, to support ODOT's financial participation in the project.
- The Contractor will be required to maintain records of all billings, payments and checks received from Greyhound, passengers and other ticket agencies.

- The Contractor may be required to conduct passenger surveys up to three (3) times each year of the contract. HAPCAP will work with ODOT to provide the survey instrument to the operator, analyze the survey results, and provide results and analysis to the Contractor.
- HAPCAP will manage a toll free number which will be exclusive to this project. The contractor will provide all necessary information and access to staff, GPS tracking, and other resources as needed.
- The Contractor must be willing to agree to the following tasks:
 - The Contractor shall provide safe, clean, reliable, courteous, accessible and professional transit services at all times during the contract period.
 - The Contractor shall meet both the letter and spirit of the Americans with Disabilities Act (ADA) requirements. All vehicles offering service for this project must be wheelchair lift equipped, and the Contractor will ensure that each operator cycles the wheelchair lift before the daily pullout of all revenue vehicles. The Contractor is responsible for providing alternate transportation for a passenger when a lift fails.
 - The Contractor's bus public address systems must be operational and utilized by the operator during revenue operation to announce stops and communicate other important information to passengers on board.
 - The Contractor must keep copies of all bills, payments, and checks received from Greyhound, passengers, and other ticket agencies.
 - Invoices must be submitted monthly on the 10th of the month. Invoices must be accompanied by progress reports.
 - The Contractor must provide rider comment cards on buses and submit copies of comments received monthly.
 - The operator shall maintain all trip logs and other records in a safe and secure place for a period of three (3) years after year-end or completion of annual audit, whichever is later.
 - The Contractor will be subject to review/audit during and after performance to ensure compliance with all contract rules and regulations. HAPCAP shall have access to review the operator's financial, operational, and personnel records upon reasonable notice to the Contractor.
 - In addition to monthly reports, the Contractor will be asked to provide quarterly and/or annual passenger count information, miles operated, passenger miles, vehicle hours and miles, and all passenger and package/freight revenue. Contractor shall comply with all National Transit Database reporting requirements.
 - The Contractor will be asked to provide information that details the number of passengers boarding and deboarding (on/off) for each stop along the targeted routes.
 - The Contractor will be required to cooperate and fulfill all reporting requirements regarding FTA Section 5311(f) as required by the Federal Transit Administration and/or the Ohio Department of Transportation, Office of Transit.

- The Contractor will be responsible for notifying HAPCAP of service complaints from passengers, the public and/or other carriers.
- The Contractor will notify HAPCAP of any service cancellations within one (1) hour of the event causing the service cancellations or as soon as is reasonably practical. Contractor shall understand that public transport is the last to close during inclement weather.

EXHIBIT B

2019 IN-KIND MATCH LETTER FROM GREYHOUND

EXHIBIT C: HAPCAP PRESCRIBED INVOICE FORMAT (Pease note format is subject to change)

Barons Bus
Dec-16
All Routes

Invoice Amount: \$0.00 Invoice No: BSB122016

	Vehicle Operations 010	Vehicle Maintenance 041	General Admin 160	TOTAL
501 LABOR				
501.01 Operator's Salary	\$0.00	\$0.00	\$0.00	\$0.00
501.02 Other Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00
502 FRINGE BENEFITS				
502.15 Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00
503 SERVICES				
503.01 Management Service Fees	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
503.01 Advertising Fees	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
503.03 Professional/Techn. Services	\$0.00	\$0.00	\$0.00	\$0.00
503.04 Temporary Help	\$0.00	\$0.00	\$0.00	\$0.00
503.05 Contract Maintenance Services	XXXXXXXXXX	\$0.00	\$0.00	\$0.00
503.06 Custodial Services	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
503.99 Other Services	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
504 MATERIALS AND SUPPLIES CONSUMED				
504.01 Fuel & Lubricants	\$0.00	\$0.00	\$0.00	\$0.00
504.02 Tires & Tubes	\$0.00	\$0.00	\$0.00	\$0.00
504.99 Other Materials & Supplies	\$0.00	\$0.00	\$0.00	\$0.00
505 UTILITIES				
505.02 Utilities other than Non-Propulsion	XXXXXXXXXX	\$0.00	\$0.00	\$0.00
506 CASUALTY AND LIABILITY COSTS				
506.01 Premiums for Physical Damage	XXXXXXXXXX	\$0.00	\$0.00	\$0.00
506.02 Recoveries of PD	XXXXXXXXXX	\$0.00	\$0.00	\$0.00
506.03 Prem Public Liab/Prop Damage	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
506.08 Premiums for Other Corp. Ins.	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
506.09 Other Corporate Losses (OCL)	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
506.10 Recoveries of OCL	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
507 TAXES				
507.03 Property Taxes	XXXXXXXXXX	\$0.00	\$0.00	\$0.00
507.04 Vehicle Licensing and Registration Fees	\$0.00	\$0.00	\$0.00	\$0.00
507.05 Fuel/Lube Taxes	\$0.00	\$0.00	\$0.00	\$0.00
507.99 Other Taxes	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
508.01 PURCHASED TRANS. SVC.				
508.01 Purchased Transportation Svce	\$0.00	XXXXXXXXXX	\$0.00	\$0.00
509 MISCELLANEOUS EXPENSES				
509.01 Dues and Subscriptions	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
509.02 Travel and Meetings	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
509.03 Bridge Tunnel & Highway Tolls	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
509.07 Bad Debt Expense	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	\$0.00
509.08 Advertising/Promotion Media	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
509.99 Other Miscellaneous Expense	\$0.00	XXXXXXXXXX	\$0.00	\$0.00
511 INTEREST EXPENSE				
511.01 Interest Expense	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
512 LEASES AND RENTALS				
512.04 Passenger Revenue Vehicles (Leases)	\$0.00	XXXXXXXXXX	XXXXXXXXXX	\$0.00
512.04 Passenger Revenue Vehicles (Extra Sections)	\$0.00	XXXXXXXXXX	XXXXXXXXXX	\$0.00
512.05 Service Vehicles	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
512.07 Engine Houses Car Shops Garage	XXXXXXXXXX	\$0.00	XXXXXXXXXX	\$0.00
512.12 Other General Admin Facilities	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
513 DEPRECIATION & AMORTIZATION				
513.04 Depr-Passenger Rev. Vehicles	\$0.00	XXXXXXXXXX	XXXXXXXXXX	\$0.00
513.05 Depreciation Service Vehicles	XXXXXXXXXX	XXXXXXXXXX	\$0.00	\$0.00
600 OTHER COSTS				
600.01 Other Costs	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00
Total Farebox Reveune	\$0.00			
Net Operating Costs	\$0.00			
In-Kind Match	\$0.00			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED WITHIN THIS INVOICE IS CORRECT TO THE BEST OF MY KNOWLEDGE. COPIES OF THE DOCUMENTATION FOR PROJECT EXPENDITURES AND REVENUES ARE BEING RETAINED IN THE PROJECT FINANCIAL FILES.

Signature of Service Provider - Barons Bus _____ Date _____

Signature of the Grantee - HAPCAP _____ Date _____

EXHIBIT D

Section A: Federally Required Clauses

Federal Clauses

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 5323(d) and (g) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

School Bus Requirements – Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Pursuant to 69 USC 5323(f) or (g) as amended by MAP-21, 23 USC 133, 23 USC 142, and 49 CFR 605, recipients and subrecipients of FTA assistance shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients shall not use federally funded equipment, vehicles, or facilities. Violations. If a Recipient or any Third Party Participant that has operated school bus service in violation of FTA’s School Bus laws and regulations, FTA may: (1) Require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or (2) Bar the Recipient or Third Party Participant from receiving Federal transit funds.

Energy Conservation

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

Applicability – All Contracts and Subcontracts over \$150,000. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$150,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonFederal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and

contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.

2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000.

3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

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

Federal Changes

All Contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000) Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

Applicability – All contracts over \$150,000.

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$150,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

- (1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.
- (2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.
- (3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$150,000

- a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.
- b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the recipient that 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 contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue

work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient 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 the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If 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 recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If 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 contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall 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 contractor has possession of the recipient goods, contractor shall, as

directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work.

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination

specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract closeout 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 recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the U.S. GSA "System for Award Management," <http://https.www.sam.gov.proxy1.semalt.design> if required by U.S.

DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the “System for Award Management” at <http://https.www.sam.gov,.proxy1.semalt.design> if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and 2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with other applicable EEO laws and

regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of MAP-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon

notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.,

(2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under MAP-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) 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, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations,

“Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Breaches and Dispute Resolution

All contracts over \$150,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties

shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, 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 ten days 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 recipient 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 residing State.

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 recipient 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.

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by Map-21, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by Map-21, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply

the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will 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 (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise

Contracts over \$3,500 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offers are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,500 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and

Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by Map-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and

services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated

during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1)

Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

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

Geographic Information and Related Spatial Data

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

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant’s objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

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

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, “Audits of States, Local Governments, and Non Profit Organizations” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO). Non Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity’s fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation’s Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

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

Safe Operation of Motor Vehicles

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.

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

Catalog of Federal Domestic Assistance (CFDA) Identification Number

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

CFDA number for the Federal Transportation Administration

Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replace with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC

by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Section B: Federally Required Certifications
Certifications are on the next page

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date __/__/__

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- (1) It will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR 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 CFR part 180,
- (2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a) Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b) Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 - (2) Violation of any Federal or State antitrust statute, or
 - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c) It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d) It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification

- e) If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,
- f) It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (3) Equals or exceeds \$25,000,
 - (4) Is for audit services, or
 - (5) Requires the consent of a Federal official, and
- g) It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a) Debarred from participation in its federally funded Project,
 - b) Suspended from participation in its federally funded Project,
 - c) Proposed for debarment from participation in its federally funded Project,
 - d) Declared ineligible to participate in its federally funded Project,
 - e) Voluntarily excluded from participation in its federally funded Project, or
 - f) Disqualified from participation in its federally funded Project, and
 - (3) It will provide a written explanation as indicated on a page attached in FTA’s TEAM-Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

EXHIBIT E**COMPLIANCE REQUIREMENTS****Compliance Requirements**

The Contractor of the target intercity bus service routes providing interlined feeder service to Greyhound along identified corridors must comply with federal regulations and other industry standards, including:

- Federal Motor Carrier Safety Administration (FMCSA) operating authority.
- National Bus Traffic Association (NBTA) membership.
- Driver and vehicle safety standards.
- Insurance.
- Operating and terminal access agreements.

FMCSA Operating Authority

- Because Contractor will be connecting with an interstate carrier, the Contractor will fall under FMCSA authority and will be assigned a U.S. DOT number designating interstate authority.
- Greyhound can help the Contractor secure FMCSA operating authority through an application process filed with the State of Ohio that can be completed in approximately 60 days.

NBTA Membership

- Once the Contractor has secured FMCSA operating authority, Greyhound can sponsor the Contractor in applying for “transit sponsored” NBTA membership.
- As a sponsor, Greyhound must send a letter in support of the membership and must agree to reconcile revenue collections with the rural feeder service operator.

Driver and Vehicle Safety Standards

- Drivers must have a valid Commercial Driver’s License (CDL).
- Drivers may need to maintain driver logs documenting hours of service.
- Vehicles must carry FMCSA/USDOT number (secured through FMCSA authority) on their vehicle(s).
- Vehicles are subject to periodic safety inspections by local/federal enforcement officials.
- Vehicles may be subject to roadside inspections if enforcement officials find cause.

SIGNATURES

Barons Bus

Signature: _____

Print Name: _____

Title: _____

Date: _____

Hocking Athens Perry Community Action

Signature: _____

Print Name: _____

Title: _____

Date: _____

Hocking Athens Perry Community Action's Attorney Signature

Signature: _____

Print Name: _____

Title: _____

Date: _____