

March 20, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Intergovernmental Agreement with TriMet for transportation to essential services for seniors and individuals with disabilities. Contract Value is \$386,717 for 1 year. Funding is through TriMet. No County General Funds are involved.

Previous Board Action/Review	Issues topic 3/18/2025		
Performance Clackamas	1. This funding aligns with the strategic priority of building a strong infrastructure by providing transportation alternatives. 2. This funding aligns with the strategic priority to ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
Counsel Review	Yes: Amanda Keller	Procurement Review	No
Contact Person	Tracy Garell	Contact Phone	971 610- 8183

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing, and Human Services Department requests approval of an intergovernmental revenue agreement with TriMet to fund Transportation Reaching People (TRP) operations.

Transportation services are provided to seniors and individuals with disabilities who have limited or no access to public transportation. These services offer a vital link, enabling residents to access other essential resources that cater to their unique needs. This helps them maintain their independence and stay engaged in their communities for as long as possible.

The total amount of the agreement is \$386,717. No County General Funds are involved. Clackamas County will deliver approximately 50,000 Elderly and Disabled rides through TRP and the Clackamas County Senior Centers.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the agreement (11909) and authorize Chair Roberts to sign on behalf of Clackamas County.

For Filing Use Only

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing and Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON (TRIMET)
AND
CLACKAMAS COUNTY, SOCIAL SERVICES DIVISION
(SUBRECIPIENT)
GO250803GS**

**To Pass Through TriMet's FTA 5310 For Operating Transportation
Expenses that Older Adults and Persons with Disabilities**

PARTIES:

1. The Tri-County Metropolitan Transportation District of Oregon (TriMet or Recipient), and
2. Clackamas County, by and through its Social Services Division (Subrecipient).

RECITALS:

- A. TriMet's amount apportioned in this agreement under Section 5310 was authorized under the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and is based on funding made available under the Consolidated Appropriations Act, 2022 (Pub.L. 117-03, March 15, 2022). Funding was established for programs that support transportation services planned, designed and carried out to meet the special transportation needs of older adults and individuals with disabilities in all areas.
- B. TriMet and Subrecipient enter into this Agreement for the purpose of disbursing TriMet's Federal Transportation Administration (FTA) Section 5310 funds and TriMet General Funds to Subrecipient in order to accomplish the projects set forth in Exhibit C, "Scope of Work", which is attached hereto and made part of this agreement.

AGREEMENTS:

1. General

- A. This Agreement consists of this document and other documents referenced herein.
- B. Subrecipient is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Terms and Conditions, attached as Exhibit B. As contained in Exhibit A, Pass-Through Funding Information for Sub-Recipients, Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they may be modified or amended from time to time. Subrecipient must rely on its own independent judgment to

ensure compliance with this section. Oral or written statements by TriMet are not to be relied on as a substitute for Subrecipient's independent obligation to follow all applicable laws as required by this section.

- C. Subrecipient agrees to implement the activities described in the attached Exhibit C – Scope of Work.
- D. Subrecipient agrees that TriMet's right of audit and review under Paragraph 2 of this Agreement specifically includes Subrecipient's financial records, management and program systems and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by TriMet pertaining to this Agreement.
- E. Subrecipient further acknowledges and agrees:
 - a) Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801, *et seq.* and U.S. Department of Transportation (DOT) regulations concerning "Program Fraud Civil Remedies," 49 CFR Part 31, apply to Subrecipient's actions under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, makes, may make or causes to be made pertaining to this Agreement. In addition to other applicable penalties, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose all appropriate penalties provided by the Program Fraud Civil Remedies Act of 1986 on Subrecipient.
 - b) Subrecipient acknowledges that if it makes or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by the FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Federal Government reserves the right to impose all appropriate penalties provided by 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient.
 - c) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- F. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient must verify that none of its subrecipients, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. By signing this Agreement, Subrecipient makes a material representation of fact relied upon by TriMet that Subrecipient has complied with 49 CFR Part 29.

- G. If it is later determined that Subrecipient knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. Further, Subrecipient must comply with 49 CFR 29, Subpart C throughout the term of this Agreement, and include the requirement to comply with 49 CFR Part 29, Subpart C, in any lower tier covered transaction it enters into.
- H. The Non-Discrimination Assurance attached hereto as Exhibit D, and the Lobbying Certificate attached hereto as Exhibit E are incorporated into and made part of this Agreement.

2. Inspection of Records and Services

- A. Subrecipient shall maintain intact and readily accessible, a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal Government or TriMet may require. Subrecipient shall permit TriMet, the Oregon Secretary of State, the U.S. DOT, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to Its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by TriMet, Subrecipient shall provide TriMet with access to and copies of all records maintained by Subrecipient under this Agreement.
- B. Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 *et seq.* If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to an audit conducted in accordance with requirements under 2 CFR 200.
- C. Subrecipient shall electronically submit or mail, at Subrecipient's own expense, the annual audit covering the funds expended under this Agreement and any annual audit of its subcontractor or subrecipient responsible for the financial management of funds received under this Agreement, to the following addresses:

Eileen Collins Turvey, Director Accessible Transportation Programs, at collinse@trimet.org,
Charlie Clark, Manager LIFT Service Delivery at clarkc@trimet.org, and
Wendwossen Habtamu, Grants Manager at HabtamuW@trimet.org

Subrecipient must also submit to TriMet a copy of any finding or management letter that accompanies an annual audit and Subrecipient's (or subcontractor's) response thereto.

- D. For trips Subrecipient provides, Subrecipient agrees that it will submit the following data to TriMet project managers, on a quarterly basis:
- a) Origin location, either specific address point including street address, street name, city, zip code; and
 - b) Destination location, either specific address point including street address, street name, city, zip code; and
 - c) As Subrecipient collects data regarding rider eligibility with TriMet LIFT, Subrecipient will provide TriMet LIFT staff with customer eligibility status as evidenced by:
 - i. Customer Name, DOB, Address, Phone Number (for TriMet to query its systems and confirm); or
 - ii. Customer six digit LIFT Account Number, Name, Address, and DOB.
- E. In any third party contract under this Agreement, Subrecipient further agrees to include a provision to the effect that the contractor must retain and grant TriMet, the U.S. DOT, and the Comptroller General of the United States, or any of their authorized representatives, access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.
- F. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- G. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include any third party contract under this Agreement a provision to this effect.

3. Invoicing

Subrecipient shall submit quarterly invoices to TriMet for project expenses incurred. Invoices shall be submitted no later than the last day of the second month following service for the invoicing period. Upon request, additional documentation may be requested to support costs charged to the Federal project, to ensure costs are allowable, necessary and reasonable and are properly allocable. Invoices should identify and segregate costs (direct costs, indirect costs and administrative costs). If payroll related costs are to be billed, Subrecipient will provide support that salaries/wages were based on records that reflect the work actually performed (i.e.

timecards) and include their hourly wages and fringe rates, if applicable, for recalculation of costs. Wages and benefits should be shown as two separate line items on each billing. If charges are non-payroll related, Subrecipient will provide supporting documentation such as receipts or third party invoice upon request. Sub-contractors may choose to invoice quarterly.

Invoices shall contain the Agreement number, the date(s) services were rendered and a short description of the billable services. Each activity will have separate invoice line items that are remitted to TriMet for payment. Reimbursements requests will only be paid when actual costs have been incurred and not beforehand.

All invoices shall be submitted electronically to:

TriMet Grant Compliance Department, Wendwossen Habtamu, at HabtamuW@trimet.org, and
TriMet Accounts Payable, at accountspayable@trimet.org,

With a copy to:
Eileen Collins Turvey, Director Accessible Transportation Program, at collinse@trimet.org, and
Charlie Clark, Manager LIFT Service Delivery, at clarkc@trimet.org.

4. Vehicle/Operator Requirements

Subrecipient shall ensure that all drivers of equipment have a valid driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Subrecipient shall perform criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for operators.

5. Independent Contractor/Indemnification

- A. Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or

drivers, are officers, employees or agents of TriMet as those terms are used In ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

- B. Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Subrecipient agrees to fully indemnify, hold harmless and defend the State of Oregon, TriMet, and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the negligent acts or omissions of Subrecipient, its officers, employees or agents performing under this Agreement.
- C. In any third party contract under this Agreement, Subrecipient agrees to include a provision to the effect that the contractor shall fully indemnify, hold harmless and defend the State of Oregon, TriMet, and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such contractor procured pursuant to this Agreement.
- D. Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon or TriMet, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General or TriMet.

6. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2).

7. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall require any subcontractors it uses to agree to comply with the insurance requirements provided below. Prior to commencement of work under this Agreement, Subrecipient shall furnish to TriMet a certificate(s) of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of TriMet to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of TriMet to identify a deficiency from evidence that is

provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

- B. Subrecipient and its contractors shall be responsible for payment of all premiums and deductibles. Subrecipient and its contractors shall maintain insurance of the types and in the amounts described below:
- a) Commercial General Liability (CGL) Insurance with a limit of not less than \$2,000,000 each occurrence.
 - b) Business Auto Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and nonowned autos).
 - c) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily Injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
 - d) The insurance required under this Paragraph shall:
 - i. Include TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - ii. Require the insurer to give TriMet and the Subrecipient not less than thirty (30) days' notice prior to termination or cancellation of coverage.

8. Termination

TriMet may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by TriMet in such written notice, under conditions including but not limited to the following:

- A. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- B. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from TriMet fails to correct such failures within ten (10) days, or such longer period as TriMet may authorize;
- C. TriMet fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if TriMet determines to terminate for its own convenience;
- D. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for In this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;

- E. Both parties agree that continuation of the Agreement would not produce results commensurate with the further expenditure of funds; or
- F. Subrecipient takes any action pertaining to this Agreement without the approval of TriMet and which under the provisions of this Agreement would have required the approval of TriMet.

Subrecipient may terminate this Agreement, effective upon delivery of written notice to TriMet, if Subrecipient fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform the work provided in this Agreement, or if Subrecipient determines to terminate for its own convenience. In the event of such termination, Subrecipient agrees to return the sums paid to Subrecipient by TriMet to the extent not already expended in activities described in the Scope of Work.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

9. Compliance with Laws

Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations applicable to the project hereunder.

10. Funding

The maximum funding to be disbursed to Subrecipient during the base term of this agreement is \$386,717 for the projects set forth in Exhibit C, which is attached hereto and made part of this agreement. Funding estimates are based on expenses listed in Exhibit C.

11. Term

Unless terminated sooner under the provisions of this Agreement, the term of this Agreement shall be from July 1, 2024 through June 30, 2025.

12. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

a) TriMet:
Eileen Collins Turvey and Charlie Clark
TriMet Accessible Transportation Program
710 NE Holladay Street, Portland, OR 97232

b) Subrecipient:
Kristina Babcock, Human Services Supervisor. 2051 Kaen Road, Oregon City, OR 97045

13. No Third Party Beneficiary

TriMet and Subrecipient are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

14. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

15. Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon, and all legal disputes shall be subject to the jurisdiction and venue of the Circuit Court of Multnomah County or the U.S. District Court in Portland, Oregon. In the event of any litigation arising from this agreement, each party shall bear their own attorney fees and costs.

16. Mediation

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in a mutually agreed upon location in Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

17. Entire Agreement/Authority

This Agreement and the Attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. The failure of TriMet to enforce any provision of this Agreement shall not constitute a waiver by TriMet of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

18. CERTIFICATE OF OREGON TAX LAW COMPLIANCE

By executing this Contract, Contractor hereby certifies, under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are state taxes Imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620.

APPROVALS:

**Tri-County Metropolitan
Transportation District Oregon**

Clackamas County

By:
Date:

By:
Date:


By:
Date:

By:
Date:

By:
Date:

By:
Date:

Approved for Legal Sufficiency:



Clackamas County Counsel
Date: 3/4/2025

EXHIBIT A
PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS:

In accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200, Subpart D, Section 331), the following information is required of TriMet to communicate clearly in all its sub-awards:

1. Subrecipient Name: County of Clackamas
2. Subrecipient's Unique Entity ID (SAM): NVWKAVB8JND6
3. Federal Program or Title: Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program- Section 5310
4. Federal Catalogue (CFDA) Number and Name: 20.513 - Enhanced Mobility of Seniors and Individuals with Disabilities Program
5. Federal Award Identification Number (FAIN): OR-2022-054
6. Expected Federal Funding to the Subrecipient: \$386,717
7. Subaward Period of Performance (start and end dates): 07/01/2024 - 06/30/2024
8. Federal Award Date (date TriMet was awarded funds by the agency): 9/23/2023
9. Award R&D: No
10. Approved Indirect Cost Rate or De Minimis Rate: 10% de minimis rate
11. Name and Contact Information of Federal Awarding Agency (and pass-through agency if different):

U.S. Department of
Transportation Federal
Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors _
East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue

12. Federal award project description: See description on Exhibit C of contract.

13. Federal laws, regulations or circulars that is expressly applicable to the funding source and project (but not limited to):
 - A. Master Agreement (49 U.S.C. Chapter 53 and Title 23)-The FTA Master Agreement contains the standard terms and conditions that apply to the underlying Agreement.
 - B. Grant Management Requirements (Circular 5010.1 E) - These requirements are intended to assist recipients in administering FT A-funded projects and in meeting award responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of federally assisted awards.
 - C. Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 9070.1G) - This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under U.S.C. 5310.
 - D. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Title 2 -Grants and Agreements; Subtitle A - Office of Management and Budget Guidance for Grants and Agreements; Chapter II - Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non- Federal entities under Federal awards. The principles are designed to provide that Federal awards bear their fair share of casts.

14. Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting

On September 26, 2006, the Federal Funding Accountability and Transparency Act (FFATA) was signed. The intent was to empower every American with the ability to hold the government accountable for each spending decision and to reduce wasteful spending in the government. As the Federal prime awardee, Tri-County Metropolitan Transportation District of Oregon (TriMet) is required to report certain information on first-tier sub-awards equal to or greater than \$25,000. That information will be made available to the public via a single, searchable website, which is www.USASpending.gov. TriMet is also required to file a FFATA sub-award report by the end of the month following the month in which TriMet executes the sub-award.

Legal entity name: County of Clackamas

Data Universal Number System (DUNS) number: 096992656

Unique Entity ID (SAM) number: NVWKAVB8JND6

A. Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

1. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, sub-grants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No

If “yes” proceed to B. If “no,” no further action is required and submittal of this form is not required.

2. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here: <https://rideconnection.org/about-us/policies-reports>

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

- | | |
|----|----|
| 1. | \$ |
| 2. | \$ |
| 3. | \$ |
| 4. | \$ |
| 5. | \$ |

Business entity contact information (person completing form):

Type name/Title

Date

EXHIBIT B - FEDERAL REQUIREMENTS (10/16)

1. No Government Obligation To Third Parties

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

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

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, "Program Fraud civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.

- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and 8 of this Paragraph for records that relate to (1) disputes between TriMet and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

4. Right to Inventions (04/16)

If the contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(23) dated October 1, 2016) between TriMet and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. Equal Employment and Civil Rights (04/16)

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

B. Equal Employment Opportunity-Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" must include the

specifications set forth in §60-4.3, in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex -In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age -In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities -In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issues.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FT A, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 TriMet requests which would cause TriMet to be in violation of the FT A terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. TriMet has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. TriMet has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, TriMet has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of TriMet to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i) Withholding monthly progress payments;
- ii) Assessing sanctions;
- iii) Liquidated damages; and/or
- iv) Disqualifying the contractor from future bidding as non-responsible

Any subcontracts or subagreements entered into pursuant to this agreement must include this assurance.

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by TriMet. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to TriMet, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

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

11. Procurement of Recovered Materials (04/16)

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

12. Recycled Products

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

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the underlying Agreement, including any extension or modification, the contractor agrees to comply with the following: (1) Laws, Regulations, Requirements, and Guidance. This includes:

- (a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
- (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
- (c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and,
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,

- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government. "Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) The prohibition does not apply as follows:

- (i) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
- (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
- (c) For purposes of paragraph 8 (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:
 - (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business

Act, as amended by Public Law 95-507
and other
subsequent amendments.

this (e) Only those activities expressly authorized by paragraph B (2) (i) of section are allowable under paragraph B (2) (i).

(ii) Professional and technical services by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation,

submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's

proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

covered Federal action directly in the preparation, submission or negotiation of a Federal action.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or law or regulation, and any other requirements in the actual award documents reasonably expected to be required by requirements in the actual award documents.

(d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).

(iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the

intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

- (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies (08/16)

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a nonbinding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those

mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Unless otherwise directed by TriMet, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which TriMet is located.

14.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that TriMet or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Air (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the FTA.

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

19. Privacy Act

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.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the

basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages -In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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 paragraph (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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages -The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 and 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 paragraph (2) of this section.

(4) Subcontracts -The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

21. Cargo Preference –Reserved
22. Fly America –Reserved
23. Davis-Bacon and Copeland Anti-Kickback Acts –Reserved

24. Seismic Safety –Reserved
25. Veterans Preference (04/16) –Reserved
26. Transit Employee Protective Arrangements (05/17)

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements -To the extent that FT A determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which

Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C §5310(a)(2) for Elderly Individuals and Individuals with Disabilities -If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non urbanized Areas -If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

27. Charter Service Operations (05/17)

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FT A assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

28. School Bus Operations (05/17)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the 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 sub-recipients may not use federally funded equipment, vehicles, or facilities.

29. Buy America (03/06) – Reserved

Patent and Rights in Data {05/17) – Reserved

Exhibit C - Scope of Work

Clackamas County Social Services Division – Transportation Reaching People

This scope of work details the agreement between the **Tri-County Metropolitan Transportation District of Oregon (TriMet)** and **Clackamas County Social Services Division** (Sub-recipient):

1. **Effective Date.** The effective date of this agreement is July 01, 2024.
2. **Funding Amount.** The total funding amount under this agreement shall be \$386,717.
3. **Origin of Funds.** Of the \$386,717 to be disbursed in FY2025, all are Federal 5310 funds.
4. **Invoicing.** Sub-recipient shall submit quarterly invoices to TriMet for project expenses incurred. Invoices shall be submitted no later than the last day of the second month following service for the invoicing period. Upon request, additional documentation may be requested to support costs charged to the Federal project, to ensure costs are allowable, necessary and reasonable and are properly allocable. Invoices should identify and segregate costs (direct costs, indirect costs and administrative costs). If payroll related costs are to be billed, Sub-recipient will provide support that salaries/wages were based on records that reflect the work actually performed (i.e. timesheet entries) and include their hourly wages and fringe rates, if applicable, for recalculation of costs. Wages and benefits should be shown as two separate line items on each billing. If charges are non-payroll related, Sub-recipient will provide supporting documentation such as receipts or third party invoices upon request. Sub-contractors may choose to invoice quarterly.

Invoices shall contain the Agreement number, the date(s) services were rendered and a short description of the billable services. Each activity will have separate invoice line items that are remitted to TriMet for payment. Reimbursement requests will only be paid when actual costs have been incurred and not beforehand.

5. **Submission of Invoices.** All invoices shall be submitted electronically to TriMet Grant Compliance Department, Wendwossen Habtamu at HabtamuW@TriMet.org with copies to Eileen Collins Turvey at CollinsE@TriMet.org and Charlie Clark at ClarkC@TriMet.org.
6. **Reporting and Data Collection.** For trips provided by Transportation Reaching People, the following data will be provided to TriMet project managers, on a quarterly basis:
 - a. Origin location, either specific address point including street address, street name, city, zip code; and
 - b. Destination location, either specific address point including street address, street name, city, zip code; and

- c. When data collection is able to be captured regarding rider eligibility with TriMet LIFT, Clackamas County will provide to ATP staff, Customer eligibility status with TriMet LIFT, as evidenced by either of the following:
 - i. Customer Name, DOB, Address, Phone Number (for TriMet to query their systems and confirm); or
- d. Customer six digit LIFT Account Number, Name, Address, DOB.

This data collection process will evolve over the course of the year and TriMet staff will work with Clackamas County to establish new deliverables for full implementation by the end of the 2025 fiscal year.

- 7. **Scope of Work.** The purpose of this work is two-fold:
 - a. funding additional paid drivers shifts (5 shifts per week) to advance access to transportation for older adults (65+) and people with self-disclosed disabilities (\$150,000)
 - b. funding direct demand response services, including volunteer mileage reimbursement and FY24 paid driver services (\$236,717)
- 8. **TriMet Project Managers.** The TriMet Project Managers shall be Eileen Collins Turvey, Director, Accessible Transportation Programs, and Charlie Clark, Manager, LIFT Service Delivery.

Approved as to Form:



TriMet Legal Counsel

EXHIBIT D - Nondiscrimination Assurance

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- {1} Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- {2} It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- {3} It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- {4} Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- {5} The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.

- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1 A "Title VI and Title VI-Dependent Guidelines for FTA Recipients" as a subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by TriMet pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 C FR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as TriMet deems appropriate.

Exhibit E - Lobbying Certificate

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for Influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress In connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL,"Disclosure Form to Report Lobbying," In accordance with Its Instructions.

- (3) The undersigned shall require that the language of this certification be Included In the award documents for all sub-awards at all tiers (including subcontracts, 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 section 1352, title 31, U.S. Code. Any person who falls 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.

Portland State University

Signature: _____

Name (print): _____

Title: _____

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

Exhibit F

Disadvantaged Business Enterprise (DBE) Program

It is TriMet's policy that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. TriMet views adherence to the Pre-Award Guidelines and Post-Award Requirements listed below as important mechanisms for meeting this policy objective. For a complete description of TriMet's DBE program, as well as TriMet's current statement of annual anticipated DBE participation levels, please refer to the latest detailed program document at: <http://trimet.org/dbe>.

I. DBE Program – Pre-Award Guidelines

- A. Proposer may obtain a list of certified DBE firms from the State of Oregon's Certification Office of Business Inclusion and Diversity (COBID) certification list by categories consistent with anticipated subcontracting opportunities.
- B. Proposer should designate a qualified individual to manage all DBE matters on the project (DBE Coordinator).
- C. Proposer should solicit the interest of certified firms for two consecutive weeks to allow firms to respond to the solicitation. Proposer should solicit through all reasonable and available means, including mailing and faxing information on subcontracting opportunities to all or some firms on the state certified list and to all other interested DBEs, advertising in local, minority-owned newspapers, and attendance at pre-bid meetings.
- D. Proposer should provide interested DBE firms with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- E. Proposer should document in writing DBE solicitations. Proposer should list all firms solicited in the DBE Documentation Form (Appendix F, Form 1) or provide the information in a similar format.
- F. Proposer should break out contract work items into economically feasible units and, where possible, identify rotation of work opportunities so that DBE participation from the Portland metropolitan area is included. Proposer is encouraged to utilize small contract packages as necessary to include DBE participation as described below.
- G. Proposer should not reject any DBE firm as unqualified without a thorough investigation of their capabilities.
- H. Proposer should make efforts to assist interested DBE firms in obtaining bonding, lines of credit, or insurance as required by the Proposer.
- I. Proposer should make efforts to assist interested DBE firms in obtaining the necessary equipment, supplies, materials, or related assistance or services needed for a competitive bid/proposal.
- J. Proposer should follow up with all competitive bids/proposals from DBE firms to clarify any questions that may arise. If DBE proposals are not utilized in the identified areas of work (shown in G. above),

Proposer should document in writing the reasons for this decision, and submit the documentation to TriMet's DBELO.

- K. Proposer should use the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; the state DBE Directory; and other organizations and resources to provide assistance in the recruitment and placement of DBE firms.

II. DBE Program – Post-Award Requirements

- A. Contractor will submit a final DBE Utilization Form(s) identifying the DBE subcontractors, if any, at all tiers, on the Project as construction packages are finalized. (See Appendix F, Form 2A, for an example of the final Utilization Form).
- B. Contractor's DBE coordinator shall schedule monthly project meetings with TriMet's DBELO, or as otherwise required by TriMet. Contractor must maintain records of all subcontracts entered into with DBEs and records of materials purchased from DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid to each DBE subcontractor or vendor. Records of DBE utilization shall be entered into TriMet's "B2G" tracking system, which is an on-line database manager more fully described in the Special Provisions of the solicitation.
- C. Contractor must also submit to the TriMet Project Manager's office an affidavit certifying that payment was made to the DBE subcontractor or supplier, to be signed by both the prime contractor and DBE sub. Such an affidavit must be submitted when final payment is made to a DBE sub, and when any retainage held is returned. A summary certification affidavit must be submitted at the completion of the project. TriMet reserves the right to require similar affidavits for intern progress payments in cases where payments to subcontractors are disputed.
- D. The participation of a DBE subcontractor will not be considered part of the Contractor's DBE achievements until progress payments, as well as any retainage held by a Contractor, has been paid to the subcontractor.

**Exhibit F – Form 1 – DBE Program
DBE Program Good Faith Effort Documentation Form**

Proposer should submit documentation of its efforts to include DBE participation.

Date Contacted	Firm and Contact Person	Trade Area of Expertise	Response

(Attach additional sheets if necessary.)

Date: _____

Company: _____

Signature: _____

Name: _____
(Print)

Title: _____

Subcontractor name or area of work to be reserved for DBE subcontractor

DBE Program
Appendix F – Form 2A (for Post Award)
DBE Utilization Form

The Contractor shall provide the information requested, and sign and submit this form.

Address	Description of Work	COBID DBE Certification Number	Tier	Estimated Value of Work

Other Certifications (MBE/WBE/SDVBE/ESB)

Address	Description of Work	MBE/WBE/SDVBE/ESB Certification Number	Tier	Estimated Value of Work

Attach additional sheets if necessary.

Date: _____

Company: _____

Signature: _____

Name: _____)
 (*Print*

Title: _____

Subcontractor Name

Subcontractor Name

