

Charles County, Maryland

Department of Planning and Growth Management

Deborah A. Carpenter, Director

Transit Division

Jeffrey P. Barnett, Chief

TITLE VI POLICIES AND REGULATIONS

2021 - 2023

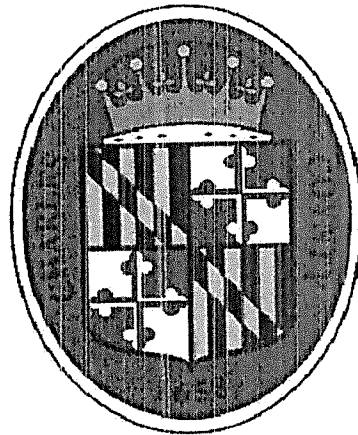


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I. INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all program and activities of Federal aid recipients, sub-recipients, and contractors whether those programs and activities are federally funded or not.

Recently, the Federal Transit Administration (FTA) has placed renewed emphasis on Title VI issues, including environmental justice in the transportation planning and programming, and providing meaningful access to persons with Limited English Proficiency. Recipients of public transportation funding from FTA and the Maryland Department of Transportation Maryland Transit Administration (MDOT MTA) are required to develop policies, programs, and practices that ensure that federal and state transit dollars are used in a manner that is nondiscriminatory as required under Title VI. This document details how VanGO incorporates nondiscrimination policies and practices in providing services to the public.

II. OVERVIEW OF SERVICES

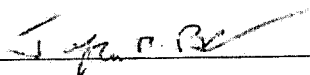
VanGO is operated by the Charles County Department of Planning and Growth Management, Division of Transit. VanGO operates an extensive network of public, fixed routes and demand response specialized service to elderly and disabled residents. Service operates Monday through Saturday from 6:30 AM to 10:30 PM with some subscription service starting earlier. A fleet of 25 buses is utilized to operate the fixed route service and 18 buses to operate specialized door to door and ADA service. Transportation on fixed route service is available to the general public upon payment of a fare. Service on demand response is available to any Charles County resident who is either elderly or disabled, upon certification of their status. Upon certification, residents schedule their own rides and service is provided door to door as needed.

VanGO staff manages grants, service planning, marketing, capital acquisition and certification for demand response service. Operation of VanGO is through a competitively bid contract. VanGO staff also works cooperatively with the MDOT MTA to coordinate funding, service planning and capital acquisitions.

III. POLICY STATEMENT AND AUTHORITIES

Title VI Policy Statement

VanGO is committed to ensuring that no person shall, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, whether those programs and activities are federally funded or not. VanGO's Title VI Manager is responsible for initiating and monitoring Title VI activities, preparing required reports, and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) Part 200, and Title 49 CFR Part 21.



6/21/21

Jeffrey P. Barnett, Chief of Transit

Date

Authorities

Title VI of the 1964 Civil Rights Act provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (refer to 49 CFR Part 21). The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of the terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub recipients, and contractors, whether such programs and activities are federally assisted or not.

Additional authorities and citations include: Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d); Federal Transit Laws, as amended (49 U.S.C. Chapter 53 et seq.); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601, et seq.); Department of Justice regulation, 28 CFR part 42, Subpart F, "Coordination of Enforcement of Nondiscrimination in Federally-Assisted Programs" (December 1, 1976, unless otherwise noted); U.S. DOT regulation, 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964" (June 18, 1970, unless otherwise noted); Joint FTA/Federal Highway Administration (FHWA) regulation, 23 CFR part 771, "Environmental Impact and Related Procedures" (August 28, 1987); Joint FTA/FHWA regulation, 23 CFR part 450 and 49 CFR part 613, "Planning

Assistance and Standards," (October 28, 1993, unless otherwise noted); U.S. DOT Order 5610.2, "U.S. DOT Order on Environmental Justice to Address Environmental Justice in Minority Populations and Low-Income Populations," (April 15, 1997); U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient Persons, (December 14, 2005), and Section 12 of FTA's Master Agreement, FTA MA 13 (October 1, 2006).

Annual Nondiscrimination Assurance to MTA

As part of the Certifications and Assurances submitted each year to the MDOT MTA with the Annual Transportation Plan (ATP, the public transportation grant application) submitted to the MTA, VanGO submits a Nondiscrimination Assurance which addresses compliance with Title VI as well as nondiscrimination in hiring (EEO) and contracting (DBE), and nondiscrimination on the basis of disability (ADA). The assurance for FY 2021 ATP is attached as Appendix A. In signing and submitting this assurance, VanGO confirms to MTA the agency's commitment to nondiscrimination and compliance with federal and state requirements.

IV. ORGANIZATION

Under the authority of the County Commissioners of Charles County, MD the Chief of Transit is responsible for ensuring implementation of VanGO's Title VI program. Title VI program elements are interrelated and responsibilities may overlap. The specific areas of responsibility have been delineated below for purposes of clarity.

- The Title VI Manager and his staff are responsible for coordinating the overall administration of the Title VI program, plan, and assurances, including complaint handling, data collection and reporting, annual review and updates, and internal education. Those responsible for overall administration coordinate with those responsible for public outreach and involvement and service planning and delivery.
- The Title VI Manager and his staff are responsible for public outreach and involvement. This includes development and implementation of the Limited English Proficiency (LEP) plan. Those responsible for this area also coordinate with those who are responsible for service planning and delivery.
- The Title VI Manager and his staff are responsible for service planning and delivery. This includes analysis of current services, analysis of proposed service and fare changes, and environmental justice. Those responsible for this area also coordinate with those who are responsible for service planning and delivery.

V. OVERALL TITLE VI PROGRAM RESPONSIBILITIES

Following are general Title VI responsibilities of the agency. The Title VI Manager is responsible for substantiating that these elements of the plan are appropriately implemented and maintained, and for coordinating with those responsible for public outreach and involvement and service planning and delivery.

1. Data collection

To ensure that Title VI reporting requirements are met, VanGO maintains:

- A database of Title VI complaints received. The investigation of and response to each complaint is tracked within the database.
- A log of the public outreach and involvement activities undertaken to ensure that minority and low-income people had a meaningful access to these activities.

2. Annual Report and Updates

As a subrecipient providing service in rural and small urban areas, VanGO is required to notify the MDOT MTA immediately when a Title VI complaint has been received. VanGO is also required to submit a report that documents any Title VI complaints on a quarterly basis as part of the quarterly Request for Reimbursement and an annual report to the MDOT MTA that documents any Title VI complaints received and an annual report to the MDOT MTA that documents any Title VI complaints received during the preceding 12 months. Additionally, VanGO reports a summary of the public outreach and involvement activities undertaken to ensure that minority and low-income people had a meaningful access to these activities.

The reporting form for the FY 2021 ATP is attached as Appendix B.

Further, VanGO submits to MTA updates to any of the following items since the previous submission, or a statement to the effect that these items have not been changed since the previous submission, indicating date.

- A copy of any compliance review report for reviews conducted in the last three years, along with the purpose or reason for the review, the name of the organization that performed the review, a summary of findings and

recommendations, and a report on the status or disposition of the findings and recommendations

- VanGO's Limited English Proficiency (LEP) plan
- VanGO's procedures for tracking and investigating Title VI complaints
- A list of Title VI investigations, complaints or lawsuits filed with VanGO since the last submission
- A copy of VanGO's notice to the public that it complies with Title VI and instructions on how to file a discrimination complaint
- Public Participation Plan (PPP)

The annual Title VI report and updates are submitted to the MDOT MTA each year as part of the Annual Transportation Plan (ATP, or VanGO's grant application) submission.

3. Annual review of Title VI program

Each year, in preparing for the Annual Report and Updates, the Title VI Manager and Liaison(s) will review the agency's Title VI program to assure implementation of the Title VI plan. In addition, they will review agency operational guidelines and publications, including those for contractors, to verify that Title VI language and provisions are incorporated, as appropriate.

4. Dissemination of information related to the Title VI program

Information on VanGO's Title VI program is to be disseminated to agency employees, contractors, and beneficiaries, as well as to the public, as described in the "public outreach and involvement" section of this document, and in other languages when needed according to the LEP plan as well as federal and State laws/regulations.

Title VI policy is stated on all written material that is disseminated to the public as follows:

- Schedules and timetables
- VanGO website
- Posters on board buses

5. Resolution of complaints

Any individual may exercise his or her right to file a complaint with VanGO if that person believes that s/he or any other program beneficiaries have been subjected to unequal treatment or discrimination in the receipt of benefits/services or prohibited by non-discrimination requirements. VanGO

will report the complaint to the MDOT MTA within three business days (per MDOT MTA requirements), and make a concerted effort to resolve complaints locally, using the agency's Nondiscrimination Complaint Procedures, as described elsewhere in this document. All Title VI complaints and their resolution will be logged as described under "Data collection" and reported annually (in addition to immediately) to MDOT MTA.

6. Written policies and procedures

VanGO's Title VI policies and procedures are documented in this plan and its appendices and attachments. This plan will be updated periodically to incorporate changes and additional responsibilities that arise. During the course of item 3 above (annual Title VI review), the Title VI Manager will determine whether or not an update is needed.

7. Internal education

VanGO's employees will receive training on Title VI policies and procedures upon hiring and upon promotion and on an annual basis. This training will include requirements of Title VI, VanGO's obligations under Title VI (LEP requirement included), required data that must be gathered and maintained and how it relates to the Annual Report and Update to MDOT MTA, and any findings and recommendations from the last MDOT MTA compliance review.

In addition, training will be provided when any Title VI-related policies or procedures change (agency-wide training), or when appropriate in resolving a complaint (which may be for a specific individual or for the entire agency, depending the on the complaint).

Title VI training is the responsibility of the Title VI Manager.

8. Title VI clauses in contracts

In all procurements requiring a written contract, VanGO's contract will include the non-discrimination clauses attached as Appendix C. The Title VI Manager will work with the Purchasing Division.

Responsibilities of the Title VI Manager

The Title VI Manager is responsible for supervising the transportation staff and contractor in implementing, monitoring, and reporting on VanGO's compliance with Title VI regulations. In support of this, the Title VI Manager will:

- Identify, investigate, and eliminate discrimination when found to exist.
- Process Title VI complaints received by VanGO, in accordance with the agency's Nondiscrimination Complaint Procedures.
- Meet with the transportation staff and the contractor periodically to monitor and discuss progress, implementation, and compliance issues.
- Periodically review the agency's Title VI program to assess if administrative procedures are effective, staffing is appropriate, and adequate resources are available to ensure compliance.
- Work with the transportation staff and contractor to develop and submit the Annual Title VI Report and Update submitted to the MDOT MTA as part of the ATP to the MDOT MTA.
- Review the Annual Title VI Report and Update to determine the effectiveness of the Title VI program and related efforts.
- Review contract documents to ensure Title VI assurance language is included.
- If VanGO receives a Title VI complaint about a contractor, work with the appropriate contract oversight staff and contractor to resolve the complaint and write a remedial action if necessary.
- Review important Title VI related issues with the County Commissioners of Charles County, Maryland as needed.
- Assess communications and public involvement strategies to ensure adequate participation of impacted Title VI protected groups and address additional language needs when needed according to the agency's LEP plan and federal and State laws/regulations.

VI. PUBLIC OUTREACH AND INVOLVEMENT

Public Participation Plan

Introduction

The Public Participation Plan (PPP) is a guide for ongoing public participation endeavors. Its purpose is to ensure that VanGO utilizes effective means of providing information and receiving public input on transportation decisions from low income, minority and limited English proficient (LEP) populations, as required by Title VI of the Civil Rights Act of 1964 and its implementing regulations.

Under federal regulations, transit operators must take reasonable steps to ensure that Limited English Proficient (LEP) persons have meaningful access to their programs and activities. This means that public participation opportunities, normally provided in English, should be accessible to persons who have a limited ability to speak, read, write, or understand English.

In addition to language access measures, other major components of the PPP include: public participation design factors; a range of public participation methods to provide information, to invite participation and/or to seek input; examples to demonstrate how population-appropriate outreach methods can be and were identified and utilized; and performance measures and objectives to ensure accountability and a means for improving over time.

VanGO established a public participation plan or process that will determine how, when, and how often specific public participation activities should take place, and which specific measures are most appropriate.

VanGO will make these determinations based on a demographic analysis of the population(s) affected, the type of plan, program, and/or service under consideration, and the resources available. Efforts to involve minority and LEP populations in public participation activities may include both comprehensive measures, such as placing public notices at all transit stations, stops, and vehicles, as well as targeted measures to address linguistic, institutional, cultural, economic, historical, or other barriers that may prevent minority and LEP persons from effectively participating in our decision-making process.

EXAMPLES OF EFFECTIVE PUBLIC OUTREACH PRACTICES INCLUDE:

- a. Determining and identifying what meetings and program activities lend themselves to client public participation.
- b. Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
- c. Employing different meeting sizes and formats.
- d. Coordinating with community and faith-based organizations, educational institutions, and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- e. Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP populations could also include audio programming available on podcasts.
- f. Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

VanGO staff maintains a log of public outreach efforts at Appendix D, further explained on page 16.

Procedures for notifying the public of Title VI rights and how to file a complaint

VanGO includes the following language on most printed information materials, on the agency's website, in press releases, in public notices, in published documents, and on posters on the interior of each vehicle operated in passenger service:

VanGO is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964.

For additional information on VanGO's nondiscrimination policies and procedures, please visit the website at www.go-vango.com. To file a complaint contact the Department of Planning and Growth Management in writing at:

Attn: Transit Division

200 Baltimore Street

La Plata, MD 20646

Instructions for filing Title VI complaints are posted on the agency's website and in posters on the interior of each vehicle operated in passenger service, and are also included within most of VanGO's printed materials as follows:

If you believe you have been subjected to discrimination under Title VI based on your race, color, national origin, or any aspect of this policy, you may file a complaint up to 180 days from the date of the alleged discrimination.

The complaint should include the following information:

- Your name, address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where, and why you believe you were discriminated against.
- The location, names and contact information of any witnesses.

The complaint may be filed in writing to: Mr. Jeff Barnett, Chief of Transit, P.O. Box 2150, La Plata, MD 20646.

A person may also file a complaint directly with the Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th floor – TCR, 1200 New Jersey Avenue SE, Washington, DC 20590.

An example of the public notice that is displayed in all revenue service vehicles, the VanGO website, and on most printed material is at Appendix E.

A complaint log is maintained and is at Appendix F.

Procedures for handling and recording Title VI investigations/complaints/lawsuits

Overview

These procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964 as amended, and the Civil Rights Restoration Act of 1987, relating to any program or activity administered by VanGO, as well as to sub-recipients, consultants, and/or contractors. Intimidation or retaliation of any kind is prohibited by law. These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies that include punitive damages or compensatory remuneration for the complainant. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Manager may be utilized for resolution. The Title VI Manager will make every effort to pursue a resolution to the complaint. Initial interviews with the complainant and the respondent will request information regarding specifically requested relief and settlement opportunities.

Procedures

1. Any individual, group of individuals, or entity that believes they have been subjected to discrimination on the basis of race, color, or national origin may file a written complaint with VanGO's Title VI Manager. The complaint is to be filed in the following manner and may utilize the VanGO Customer Service Report form at Appendix G:
 - a. A formal complaint must be filed within 180 calendar days of the alleged occurrence.

- b. The complaint shall be in writing and signed by the complainant(s).
- c. The complaint should include:
 - the complainant's name, address, and contact information
 - (i.e., telephone number, email address, etc.)
 - the date(s) of the alleged act of discrimination (if multiple days, include the date when the complainant(s) became aware of the alleged discrimination and the date on which the alleged discrimination was discontinued or the latest instance).
 - a description of the alleged act of discrimination
 - the location(s) of the alleged act of discrimination (include vehicle number if appropriate)
 - an explanation of why the complainant believes the act to have been discriminatory on the basis of race, color, and national origin
 - if known, the names and/or job titles of those individuals perceived as parties in the incident
 - contact information for any witnesses
 - indication of any related complaint activity (i.e., was the complaint also submitted to MTA or FTA?)
- d. The complaint shall be submitted to the VanGO Title VI Manager at P.O. Box 2150, La Plata, MD 20646.
- e. Complaints received by any other employee of VanGO will be immediately forwarded to the Title VI Manager.
- f. In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Title VI Manager. Under these circumstances, the complainant will be interviewed, and the County Safety Officer will assist the complainant in converting the verbal allegations to writing.
2. Upon receipt of the complaint, the Title VI Manager will immediately:
 - a. notify the MTA Office of Fair Practices as well as their Regional Planner (no later than 3 business days from receipt)
 - b. notify the Charles County Administrator and County Attorney
 - c. ensure that the complaint is entered in the complaint database
3. Within 3 business days of receipt of the complaint, the Title VI Manager will contact the complainant by telephone to set up an interview.
4. The complainant will be informed that they have a right to have a witness or representative present during the interview and can submit any documentation he/she perceives as relevant to proving his/her complaint.
5. If MTA has assigned staff to assist with the investigation, the Title VI Manager will offer an opportunity to participate in the interview.
6. The alleged discriminatory service or program official will be given the opportunity to respond to all aspects of the complainant's allegations.

7. The Title VI Manager will determine, based on relevancy or duplication of evidence, which witnesses will be contacted and questioned.
8. The investigation may also include:
 - a. investigating contractor operating records, policies or procedures
 - b. reviewing routes, schedules, and fare policies
 - c. reviewing operating policies and procedures
 - d. reviewing scheduling and dispatch records
 - e. observing behavior of the individual whose actions were cited in the complaint
9. All steps taken and findings in the investigation will be documented in writing and included in the complaint file.
10. The Title VI Manager will contact the complainant at the conclusion of the investigation, but prior to writing the final report, and give the complainant an opportunity to give a rebuttal statement at the end of the investigation process.
11. At the conclusion of the investigation and within 60 days of the interview with the complainant, the Title VI Manager will prepare a report that includes a narrative description of the incident, identification of persons interviewed, findings, and recommendations for disposition. This report will be provided to the County Administrator, the MTA Regional Planner and Office of Fair Practices, and, if appropriate, the County Attorney.
12. The Title VI Manager will send a letter to the complainant notifying them of the outcome of the investigation. If the complaint was substantiated, the letter will indicate the course of action that will be followed to correct the situation. If the complaint is determined to be unfounded, the letter will explain the reasoning, and refer the complainant to the MTA Office of Fair Practices in the event the complainant wishes to appeal the determination. This letter will be copied to the MTA Regional Planner and the MTA Office of Fair Practices.
13. A complaint may be dismissed for the following reasons:
 - a. The complainant requests the withdrawal of the complaint.
 - b. An interview cannot be scheduled with the complainant after reasonable attempts.
 - c. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
14. The MTA Office of Fair Practices will serve as the appealing forum to a complainant that is not satisfied with the outcome of an investigation conducted by VanGO. MTA will analyze the facts of the case and will issue its conclusion to the appellant according to their procedures.

Access for Limited English Proficient (LEP) Persons

Introduction and Legal Basis

LEP is a term that defines any individual not proficient in the use of the English language. The establishment and operation of an LEP program meets objectives set forth in Title VI of the Civil Rights Act and Executive Order 13116, Improving Access to Services for Persons with Limited English Proficiency (LEP). This Executive Order requires federal agencies receiving financial assistance to address the needs of non-English speaking persons. The Executive Order also establishes compliance standards to ensure that the programs and activities that are provided by a transportation provider in English are accessible to LEP communities. This includes providing meaningful access to individuals who are limited in their use of English. The following LEP language implementation plan, developed by VanGO is based on FTA guidelines.

As required, VanGO developed a written LEP Plan (below). Using 2011 - 2019 American Community Survey (ACS) Census data, VanGO has evaluated data to determine the extent of need for translation services of its vital documents and materials.

LEP persons can be a significant market for public transit, and reaching out to these individuals can help increase their utilization of transit. Therefore, it also makes good business sense to translate vital information into languages that the larger LEP populations in the community can understand.

Assessment of Needs and Resources

The need and resources for LEP language assistance were determined through a four-factor analysis as recommended by FTA guidance.

Factor 1: **Assessment of the Number and Proportion of LEP Persons Likely to be Served or Encountered in the Eligible Service Population**

The agency has reviewed census data on the number of individuals in its service area that have limited English Proficiency, as well as the languages they speak.

U.S. Census Data – American Community Survey (2018)

Data from the U.S. Census Bureau's American Community Survey (ACS) were obtained through www.census.gov by VanGO's service area. The agency's service area includes a total of 4,745 persons or 3.1% of the population with Limited English Proficiency (those persons who indicated that they spoke English "not well," and "not at all" in the 2019 ACS Census).

The above analysis as documented in the ACS identifies other languages as Spanish, Indo-European, Asian and Pacific Islander and Other. The highest concentration of LEP

is Spanish with a total population of 1,741 or 1.1% and Asian/Pacific Islander with a total population of 1,838 or 1.1%.

Factor 2: Assessment of Frequency with Which LEP Individuals Come Into Contact with the Transit Services or System

VanGO reviewed the relevant benefits, services, and information provided by the agency and determined the extent to which LEP persons have come into contact with these functions through the following channels:

- Contact with transit vehicle operators;
- Calls to VanGO's customer service telephone line;
- Visits to the agency's headquarters;
- Attendance at community meetings or public hearings hosted by VanGO;
- Contact with VanGO's ADA complementary para-transit system (including applying for eligibility, making reservations, and communicating with drivers).

No employees of either Charles County VanGO or the agency's contractor have received requests for translated public transit information.

We will continue to identify emerging populations as updated Census and American Community Survey data become available for our service area. In addition, if LEP persons contact our agency, we attempt to identify their language and keep records on contacts to accurately assess the frequency of contact.

Information from Community Organizations that Serve LEP Persons

To supplement the Census, education, and labor department data, VanGO contacted Charles County Public Schools that operates the Lifelong Learning Center and conducts English as a Second Language programs. Through regular contact, VanGO can monitor growth of LEP population independently from Census updates.

Factor 3: Assessment of the Nature and Importance of the Transit Services to the LEP Population

VanGO provides the following programs, activities and services:

- Fixed Route public transit
- ADA complimentary demand response service
- Limited County-wide demand response service

Based on past experience and communicating with Charles County Public Schools we learned that fixed route public transit services may be of particular importance to LEP persons in the community.

Factor 4: Assessment of the Resources Available to the Agency and Costs

Resources

The language assistance measures are currently being provided through a contract with Voiance WebVI. Voiance WebVI provides translation services in over 100 languages and is available to all employees of Charles County Government. Although there have not been any requests for translated public transit information, the service is available and employees are periodically retrained in it's use.

Based on the analysis of demographic data and contact with community organizations and LEP persons, VanGO has determined that no additional services are needed to provide meaningful access.

Costs

There currently are no costs charged directly to VanGO for these services. It is provided through the Charles County Department of Human Resources for use throughout County Government.

Language Assistance Plan

Through the four-factor analysis, VanGO has determined that no additional types of language assistance are most needed at this time. Through regular discussion with Charles County Public Schools and review of updated Census data, the need for additional assistance will be monitored.

Staff Training

As noted previously, all VanGO staff is provided with a list of available language assistance services, currently Voiance WebVI.

All new hires receive training on assisting LEP persons as part of their sensitivity and customer service training. This includes:

- A summary of the transit agency's responsibilities under the DOT LEP Guidance;
- A summary of the agency's language assistance plan;
- A summary of the number and proportion of LEP persons in the agency's service area, the frequency of contact between the LEP population and the agency's programs and activities, and the importance of the programs and activities to the population;
- A description of the type of language assistance that the agency currently has available and instructions on how agency staff can access these products and services; and

Monitoring/updating the plan

This plan will be updated on a periodic basis (at least every three years), based on feedback, updated demographic data, and resource availability. As part of ongoing outreach to community organizations, **VanGO** will solicit feedback on unmet needs.

Based on the feedback received from community members and agency employees, VanGO will make incremental changes to the type of written and oral language assistance provided as well as to their staff training and community outreach programs. The cost of proposed changes and the available resources will affect the enhancements that can be made, and therefore VanGO will attempt to identify the most cost-effective approaches.

As the community grows and new LEP groups emerge, VanGO will strive to address the needs for additional language assistance.

Public Outreach and Involvement Activities

VanGO takes the following steps to ensure that minority, low-income, and LEP members of the community have meaningful access to public outreach and involvement activities, including those conducted as part of the planning process for proposed changes in services, fares, and facilities development.

- Publishing public notices within local newspapers of general circulation as well as those targeted at minority and LEP persons and on the agency's website. No notices are provided in translated languages as the Four Factor

Analysis demonstrates that Charles County does not currently need to provide translated documents. Public notices are issued to:

- announce opportunity to participate or provide input in planning for service changes, fare changes, new services, and new or improved facilities (early in the process).
 - announce the formal comment period on proposed major service reductions and fare increases with instructions for submitting comments including a public hearing at the end of the planning process.
 - announce impending service and fare changes after plan has been finalized.
 - announce intent to apply for public transit funding from MTA, and to announce the formal comment period on the proposed program of projects, with a public hearing annually in advance of submitting the ATP.
- Posting public notices as described above at major passenger/public facilities and in all vehicles.
 - Sending news releases to news media (newspapers, radio, television, web media) of general interest as well as those targeted at minority and LEP persons, as well as community-based organizations that serve persons protected under Title VI and which publish newsletters.
 - Sending public service announcements (PSAs) to news media of general interest as well as those targeted at minority and LEP persons, as well as community-based organizations that serve persons protected under Title VI and which publish newsletters.
 - Conducting in-person outreach upon request at public meetings, community-based organizations, human service organizations which assist low income and LEP persons, places of worship, service organization meetings, cultural centers, and other places and events that reach out to persons protected under Title VI. The availability of VanGO staff for such speaking engagements is posted on the agency's website.
 - Conducting public hearings at locations and meeting times that are accessible by public transit.
 - Conducting ongoing customer satisfaction surveys which are distributed to passengers on vehicles.

The above activities are the responsibility of the Title VI Manager.

VanGO will follow its adopted written policy (Appendix H) for the public comment process for major service reductions and fare increases.

As part of the 2010 Transportation Development Plan, VanGO routes were plotted over map census block groups depicting transit dependent populations. Transit dependency, among other factors includes low income. This map is at Appendix I.

Recordkeeping on Public Outreach and Involvement Activities

To support the development of the Title VI Annual Report and Update to the MTA, maintains the following records related to public outreach and involvement:

- Paper files with copies of materials published or distributed for each planning project and service/fare change, as well as all news releases, public service announcements, surveys, and written summaries of in-person outreach events.
- A log/database of public outreach and involvement activities, including dates, planning project or service/fare change supported (if applicable), type of activity, LEP assistance requested/provided, target audience, number of participants, and location of documentation within paper files.

Maintenance of these records is the responsibility of the Title VI Manager.

Transit Services: Title VI System-Wide Standards and Policies

VanGO transit services of Charles County, a division of the Charles County Government, operates fixed route and paratransit service throughout Charles County. Its mission is to provide "safe, reliable and quality transit service to Charles County residents."

VanGO operates twelve routes within the urbanized area of Waldorf and the urban cluster of La Plata with three additional routes serving the rural areas of Nanjemoy, Newburg and Bryans Road. These routes run Monday-Saturday from 5:30 a.m. to 10:23 p.m. All of the urban routes operate on one hour headways with a route that connects La Plata and Waldorf operating on 30 minute headways most of the operating day and on weekdays. This latter route also serves the College of Southern Maryland, a very high passenger traffic generator. The three rural routes operate on two hour headways. ADA paratransit service is available the same operating hours within $\frac{3}{4}$ mile of the fixed routes. Paratransit service outside of the ADA service area is available to qualified senior citizens and disabled residents three days per week.

The following standards and policies address how VanGO's fixed route services are distributed across the system, and they ensure that service design/operations do not result in discrimination based on race, color, or national origin. The standards and policies fulfill the requirements set forth in FTA Circular 4702.1B "Title VI Requirements and Guidelines for FTA Recipients."

Service Standards

Per FTA Circular 4702.1B, the following service standards are required: vehicle load, vehicle headway, on-time performance, and service availability.

Vehicle Load

Vehicle load is a ratio of the number of passengers on a bus to the total number of seats. Vehicle loads greater than 100 percent indicate standees, and may begin to impact passenger comfort and safety. The VanGO fleet includes vehicles with varying seating and standee limitations; however the standards below apply to all vehicle types:

	Urban Service	Rural Service
Peak	120% maximum average	120% maximum average
Off-Peak	100% maximum average	100% maximum average

Vehicle Headway

Vehicle headway is the amount of time between two vehicles on a route, measured in minutes and stated in published schedules. Headway is related to frequency; the shorter the vehicle headway, the more frequent the service. Within the system, current headways are 60 minutes on urban service routes, with one exception; a very long route operates on a 90 minute headway, and 120 minutes on rural service routes. These headways are based on population density and demand for service:

	Urban Service	Rural Service
Monday - Saturday	90 minute maximum	120 minute maximum

On-Time Performance

On-time performance is a measure of dependability and schedule adherence, based on the percentage of runs completed as scheduled. VanGO defines its "on-time" window as 0 to 10 minutes late, 95% of the time, with no vehicle leaving a time point early. On-time performance will be determined at origins, destinations, and specific time points on each route. On-time performance is measured by a GPS based batched report. If it is determined that a driver is ahead of schedule, the service contractor is alerted and they follow their disciplinary policies.

	Urban Service	Rural Service
Percent On-time	95%	95%

Service Availability

Service availability refers to the distribution of routes within VanGO's service area. Charles County varies greatly in population density and land use patterns, and thus necessitates a range of transit services. Service availability can be measured by both the distance between bus stops (stop spacing) and the percentage of residents within a certain distance of a route or stop (population coverage). Stop spacing impacts the average speed of service, creating a tradeoff of maximizing availability and maintaining reasonable travel times. Likewise, offering coverage to as many Charles County residents as possible must be balanced with the priority of serving high ridership areas more frequently.

	Urban Service	Rural Service
Stop Spacing	Minimum of every ¼ to ½ mile within Waldorf, La Plata and US Route 301. Flag stops are honored except on US Route 301	As needed. Flag stops are honored throughout the rural service area.

Service Standards

Per FTA Circular 4702.1B, the following service policies are required: transit amenities and vehicle assignment.

Distribution of Amenities

Transit amenities are “items of comfort, convenience, and safety” available to riders. They include but are not limited to: seating, shelters/canopies, information (signs, maps, schedules, digital displays), and trash receptacles. The distribution of amenities throughout the system is generally a function of ridership. VanGO will distribute transit amenities equitably throughout the service area based on boarding levels. It will prioritize major transfer points and stops along multiple routes.

Vehicle Assignment

Vehicle assignment is the process by which vehicles are placed into service throughout the system. The VanGO fleet includes a range of vehicle ages. All of the vehicles in the fleet are wheelchair lift equipped and fully accessible. Vehicles are assigned to routes based on ridership demand.

VanGO’s fixed route fleet of 24 transit buses consists of 30 foot units that seat twenty two and smaller units that seat sixteen. Generally, the smaller buses are operated on the rural routes due to the lower ridership. Some of the urban routes can be operated with the smaller vehicles. Smaller buses are used interchangeably on the routes that demonstrate the lowest ridership, and assignment is random.

As new buses are received either to replace older units or to expand service, the new units will be used interchangeably, on a random basis, throughout the fixed route system.

Appendix H contains maps of the service area with transit dependent overlays, an inventory of passenger amenities throughout the system, planning documents that staff uses to analyze route and transit dependent populations and examples of fleet dispatch reports that are used to ensure that each route is operated by randomly assigned buses.

MINORITY REPRESENTATION ON PLANNING AND ADVISORY BODIES

Title 49 CFR Section 21.5(b)(1)(vii) states that a recipient may not, on the grounds of race, color, or national origin, “deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program.”

VanGO has an advisory committee that also serves as the Transportation Development Plan advisory committee. The Transportation Development Plan currently under study, is expected to be completed in early 2018. The advisory committee reviews plans for route and schedule changes, service expansions, accessible transportation and potential fare changes.

Efforts to recruit minorities include posters on board buses, notices to contractor's drivers, periodic press releases and notices on both the County website and VanGO homepage.

Below is the ethnic and racial background of the current advisory committee:

Committee	Black or African American	White/Caucasian	Latino/Hispanic	American Indian or Alaska Native	Asian	Native Hawaiian or other Pacific Islander	Other <i>*Note</i>	Totals
Citizens Advisory Committee (CAC)	2	11	0	0	0	0	0	13
% of CAC Committee	15.4	84.6	0	0	0	0	0	100

VII. Environmental Justice (for All Construction Projects)

For new construction and major rehabilitation or renovation projects where National Environmental Policy Act (NEPA) documentation is required, VanGO will integrate an environmental justice analysis into the NEPA documentation for submission to MDOT MTA.

The environmental justice analysis includes:

- An identification of the low-income and minority communities within the study area affected by the project, and a discussion of the method used to

identify this population (e.g., analysis of Census data, minority business directories, direct observation, a public involvements process, etc).

- For each of the identified low income or minority communities, a discussion of the adverse impacts of the project, both during and after its construction, such as:
 - Adverse effects on community cohesion or economic vitality by dividing or fracturing the community,
 - The isolation, exclusion, or separation of the community from the broader community,
 - Destruction or disruption of the availability of public and private facilities and services,
 - A change in employment opportunities,
 - Increased traffic in a residential area or decreased parking availability in a commercial area,
 - Air pollution, noise, vibration, change in storm water levels or flows, disturbance of contaminated soil or groundwater,
 - Disruption or destruction of man-made or natural resources such as parks, or Native American traditional cultural places,
 - Destruction or diminution of aesthetic or historic value, and
 - The cumulative effects of the above on the community.

- For each of the identified low income or minority communities, a discussion of all positive impacts such as an improvement in transit service, mobility, or accessibility.

- A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse impacts, including, but not limited to any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act, to address adverse community impacts such as separation or cohesion issues and the replacement of the community resource destroyed by the project.
- A discussion of the remaining impacts, if any, and why further mitigation is not proposed.
- A comparison of mitigation and environmental enhancement actions implemented in conjunction with the project and affecting predominantly low-income and minority neighborhoods with mitigation implemented in conjunction with similar construction, renovation, or rehabilitation projects located in predominantly non-minority or non-low-income neighborhoods, or


with segments of a corridor project that transverse non-minority and non-low-income neighborhoods.

The development of environmental justice analyses is the responsibility of the Title VI Manager.

Appendix A

PLAN APPROVAL DOCUMENT

I hereby acknowledge the receipt of the Charles County Title VI Policies and Regulations 2021-2023. I have reviewed and approve the Plan. I am committed to ensuring that no person is excluded from participation in, or denied the benefits of Charles County's transportation services on the basis of race, color, or national origin, as protected by Title VI according to C 4702.1B Title VI requirements and guidelines for Federal Transit Administration sub-recipients.



Reuben B. Collins II, Esq., President

County Commissioners of Charles County

Jun 21, 2021

Date

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

Resolution No. 2020 -03

A RESOLUTION concerning Annual Transportation Plan.

A RESOLUTION authorizing Reuben B. Collins, II, Esquire, President, County Commissioners of Charles County, Maryland to file an application with the Maryland Transit Administration of the Maryland Department of Transportation for one or more grants under the Federal Transit Act.

WHEREAS, the Maryland Transit Administration is the designated recipient in Maryland for grants under the Federal Transit Act,

WHEREAS, the Administrator of the Maryland Transit Administration of the Maryland Department of Transportation is authorized to make grants to counties and to local governments for a mass transportation program of projects, and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision of the local share of the project costs in the program; and

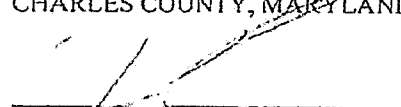
WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that, in connection with the filing of an application for assistance under the Federal Transit Act, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

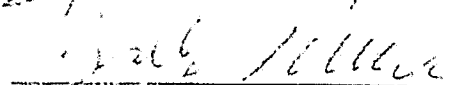
WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

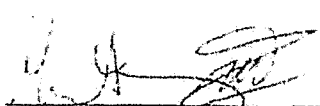
NOW, THEREFORE, BE IT RESOLVED this 25th day of February, 2020, by the County Commissioners of Charles County, Maryland, that filing of the aforesaid application be approved.

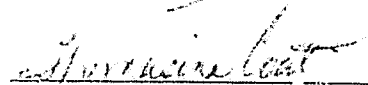
AND IT IS FURTHER RESOLVED that copies of this resolution be sent to the Maryland Transit Administration of the Maryland Department of Transportation.

COUNTY COMMISSIONERS OF
CHARLES COUNTY, MARYLAND

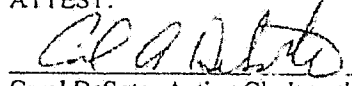

Reuben B. Collins, II, Esquire, President

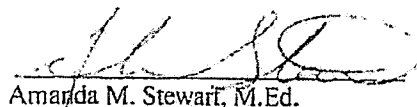

Bobby Rucci, Vice President


Gilbert O. Bowling, III


Thomasina O. Coates, M.S.

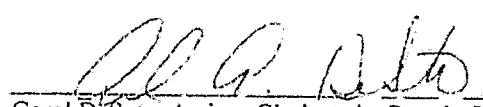
ATTEST:


Carol DeSoto, Acting Clerk to the Board of
County Commissioners


Amanda M. Stewart, M.Ed.

CERTIFICATE

I HEREBY CERTIFY that I am the duly appointed Clerk to the County Commissioners of Charles County, Maryland, and that the foregoing Resolution No.2020- 03 was duly adopted by the County Commissioners of Charles County, Maryland on this 25 day of February, 2019, in public session on a regular meeting day at which meeting a quorum was present.


Carol DeSoto, Acting Clerk to the Board of County
Commissioners

Appendix B

CIVIL RIGHTS INFORMATION

As a condition of receipt of funding from Section 5307 and 5311 of the Federal Transit Act, information is needed from you on the implementation of Title VI, Civil Rights. You must submit the following as part of your application.

1. Lawsuits or Complaints

Attach to this certification a list of any active lawsuits or complaints naming your agency which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include; the date the lawsuit or complaint was filed, a summary of the allegation, the status of the lawsuit or complaint, including whether the parties to a lawsuit have entered into a consent decree.

Check here if no such lawsuits or complaints have occurred within the past year, a statement to this effect must be submitted.

2. Federal Financial Assistance

Attach a description of all pending applications for financial assistance, and all financial assistance currently provided by other Federal agencies.

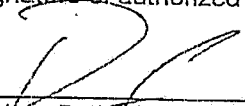
3. Civil Rights Compliance Reviews

Attach a summary of all civil rights compliance review activities conducted in the last three years. The summary should include; the purpose or reason for the review, the name of the agency or organization that performed the review, a summary of the findings and recommendations of the review, a report on the status and/or disposition of such findings and recommendations.

Check here if a summary of all civil rights compliance review activities is not needed.

This review would be included as part of your A-128 or A-133 Single Audit or Triennial Review or conducted by the U.S. Office of Civil Rights, Federal Transit Administration.

(Signature of authorized official & date)

 1-29-20

Reuben B. Collins, II, Esq.

President, Charles County Commissioners

Appendix C

APPENDIX 1 - FTA REQUIRED PROVISIONS

No Federal Government Obligation to Third Parties

1. The Purchaser 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 the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. 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.

Program Fraud and False or Fraudulent Statements or Related Acts

1. 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 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or 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.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 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.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Complying with: 31 U.S.C. 3801 et seq., 49 CFR Part 31, 18 U.S.C. 1001, 49 U.S.C. 5307

Access to Records and Reports

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations,

excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Contract	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees	a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to	None	None	None	None

			Contract or				
	b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to Contract or	Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees	a. Contracts below SAT (\$100,000)	Yes ¹	Those imposed on non-state Grantee pass thru to Contract or	Yes	Yes	Yes	Yes
	b. Contracts above \$100,000/Capital Projects	Yes ¹	Those imposed on non-state Grantee pass thru to Contract or	Yes	Yes	Yes	Yes

Complying with: 49 U.S.C. 5325, 18 CFR 18.36 (i), 49 CFR 633.17

Federal Changes

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 Master Agreement between Purchaser and 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.

Complying with: 49 CFR Part 18

Civil Rights (EEO, Title IV & ADA)

The following requirements apply to the underlying contract:

- I. 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.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
- a. 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.
 - b. 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.
 - c. 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 issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Complying with: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Disadvantaged Business Enterprise (DBEs)

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 25 %. A separate contract goal of 3.5 % DBE participation has been established for this procurement.
- b. The contractor 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 this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate. Each

subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:
 - a. The names and addresses of DBE firms that will participate in this contract;
 - b. A description of the work each DBE will perform;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 - e. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 - f. If the contract goal is not met, evidence of good faith efforts to do so.
 - i. Bidders must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County. In addition, the Contractor may not withhold retainage from its subcontractors.
- e. The contractor must promptly notify the County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the County.

It is the policy of the Purchaser, the Maryland State Department of Transportation (MTA), and the United States Department of Transportation, Federal Transit Administration (FTA) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contractual and sub-contractual work financed in whole or part with federal funds under these specification. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract and the bidder shall agree that the bidder or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts finances in whole or in part by federal funds provided under this Contract. In this regard, all bidders and accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Bidders and their subcontractors shall not discriminate on the basis of race, creed, color, national origin, age, or sex in the award and performance of DOT-assisted contracts and bidders shall submit certification to this effect.

Complying with: 49 CFR Part 26

Incorporation of Federal Transit Administration (FTA) Terms

Incorporation of Federal Transit Administration (FTA) 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 4220.1E 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 Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Complying with: FTA Circular 4220.1F

Suspension and Debarment (Nonprocurement)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, 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.

Complying with: 49 CFR Part 29, Executive Order 12549

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (See Certification Attachment page 18) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Complying with: 49 U.S.C. 5323(j), 49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a

general waiver. General waivers are listed in 49 C.F.R. 661.7. and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products – see Attachment A.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Complying with: 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Clean Air

(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 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser 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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Complying with: 42 U.S.C. 7401 et seq, 40 CFR 15.61, 49 CFR Part 18

Clean Water

(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 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser 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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Complying with: 33 U.S.C. 1251

Cargo Preference

Use of United States-Flag Vessels - The contractor agrees: a. *to use* privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. *to furnish within 20* working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. *to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*

Davis Bacon and Copeland Anti-Kickback Act

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is utilized in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - 4.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or

their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Purchaser 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the *Purchaser* may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Purchaser for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually

registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. *Complying with: 40 USC 3141, et seq.*

Contract Work Hours and Safety Standards Act

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

therefor 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.

Complying with: 40 USC 3701, et seq.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and

constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project. *Complying with: 42 U.S.C. 7701, 49 CFR Part 41*

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.

Complying with: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873

Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Complying with: 42 U.S.C. 6321 et seq., 49 CFR Part 18

ADA Access

The contractor shall comply with all applicable requirements of: the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq and 49 USC Section 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; Section 16 of the Federal Transit Act, as amended 49 USC app. Section 1612. The contractor shall comply with the following regulations and any amendments thereto:

- General Services Administration Regulations: "Construction and Alteration of Public Building,".- "Accommodations for the Physically Handicapped," 41 CFR Part 101-19
- Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provision of the Americans with Disabilities Act," 29 CFR Part 1630.
- Federal Communications Commission Regulations: "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,": 47 CFR Part 64, Subpart F.

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:

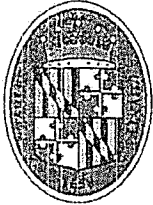
1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before 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

Appendix D

Charles County Public Outreach Log

	<i>Topic/Discussion</i>	<i>Location</i>	<i>Date</i>	<i>Time</i>
1	Southern Maryland Transit Coordination	TCCSMD Hughesville	18-Dec-19	12 - 3 PM
2	Southern Maryland Transit Coordination	TCCSMD Hughesville	15-Jan-19	12 - 3 PM
3	Transit Prestination to Seniors	Waldorf Jaycees	18-Sep-19	10 - 12 PM
4	Access to Care Coalition	UM Charles Regional Hospital Center	22-May-19	10 - 12 PM
5	Area Commission on Aging	Waldorf Senior - Recreation Center	12-Mar-20	9:30 - 11:30
6	Community Resource Day	Waldorf Jaycees	2-Oct-19	10 - 2 PM
7	Reentry Fair	Charles County Detention Center	15-Oct-19	10 - 12 PM
8	Transit Prestination to Seniors	Indian Head Senior Center	4-Jun-19	10 - 12 PM
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Appendix E



CHARLES COUNTY GOVERNMENT
Department of Planning & Growth Management

Deborah A. Carpenter, AICP
Director

Phone | 301-645-0692
Email | PGMadmin@CharlesCountyMD.gov

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

The Department of Planning & Growth Management Transit Division is committed to ensuring that no person is excluded from participation in, or denied the benefits of VanGO's transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964.

For additional information on VanGO's nondiscrimination policies and procedures, please visit the website at www.GO-VanGO.com or to file a complaint contact the Transit office in writing at:

***Department of Planning & Growth Management
Attn: Transit Division
200 Baltimore Street
La Plata, Maryland 20646***

Appendix F

Charles County Title VI Complaint Log

	Date	Summary	Status	Action/Notes
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Appendix G

**Charles County Department of Planning & Growth Management
Transit Division
VanGO Customer Service Report**

Date Reported: _____ Report Taker: _____ Time: _____

Reported by: _____

Address: _____

City/State/Zip: _____

Telephone: day _____ evening _____

Email: _____

Incident or Issue

Date: _____

Day of Week: _____

Time: _____

Route: _____

Vehicle #: _____

Location: _____

Employee Description

Gender: _____

Hair Color: _____

Name: _____

Other: _____

**Type of Incident
(choose one)**

- Commendation
- Driver Behavior
- Passed By
- Did Not Wait
- Late
- Early
- No Show
- Safety/Security
- Information/Suggestion
- Fare Issue
- ADA
- Interior Temperature
- Vehicle Cleanliness
- Title VI Compliant (specify class)
 - Race
 - Color
 - National Origin
 - LEP
 - EEO

Description of Incident

For Staff Only

Forwarded to: _____

Date/Time: _____

Resolution

Reported By: _____

Date: _____

Appendix H

SELECTED ECONOMIC CHARACTERISTICS
2018 American Community Survey 1-Year Estimates

Area Name : Charles County, Maryland

Subject	FIPS Code: 24017			
	Estimate	Estimate Margin of Error	Percent	Percent Margin of Error
Per capita income (dollars)	\$38,848	+/- 1672	(X)%	+/- (X)
Nonfamily households				
Median nonfamily income (dollars)	15,464	+/- 1696	(X)	+/- (X)
Mean nonfamily income (dollars)	\$66,163	+/- 19106	(X)%	+/- (X)
Median earnings for workers (dollars)	\$75,746	+/- 8627	(X)%	+/- (X)
Median earnings for male full-time, year-round workers (dollars)	\$48,949	+/- 2385	(X)%	+/- (X)
Median earnings for female full-time, year-round workers (dollars)	\$66,435	+/- 5299	(X)%	+/- (X)
Median earnings for female full-time, year-round workers (dollars)	\$59,241	+/- 6401	(X)%	+/- (X)
HEALTH INSURANCE COVERAGE				
Civilian noninstitutionalized population				
With health insurance coverage	157,566	+/- 1335	157566%	+/- (X)
With private health insurance	151,154	+/- 2269	100.0%	+/- 1.1
With public coverage	128,019	+/- 4511	81.2%	+/- 2.8
No health insurance coverage	46,486	+/- 4533	29.5%	+/- 2.8
Civilian noninstitutionalized population under 18 years				
No health insurance coverage	6,412	+/- 1759	4.1%	+/- 1.1
Civilian noninstitutionalized population 18 to 64 years				
No health insurance coverage	40,454	+/- 1218	40454%	+/- (X)
In labor force:				
Employed:	97,445	+/- 1599	97445%	+/- (X)
With health insurance coverage	78,188	+/- 2819	100.0%	+/- (X)
With private health insurance	75,063	+/- 2779	75063%	+/- (X)
With public coverage	72,516	+/- 2888	96.6%	+/- 1.3
No health insurance coverage	67,606	+/- 3034	90.1%	+/- 2.1
Unemployed:	9,538	+/- 1625	12.7%	+/- 2.2
With health insurance coverage	2,547	+/- 1006	3.4%	+/- 1.3
With private health insurance	3,125	+/- 1075	3125%	+/- (X)
With public coverage	2,413	+/- 866	100.0%	+/- 14.5
No health insurance coverage	1,796	+/- 695	57.5%	+/- 12.9
Not in labor force:	729	+/- 455	23.3%	+/- 13.2
With health insurance coverage	712	+/- 554	22.8%	+/- 14.5
With private health insurance	19,257	+/- 2611	19257%	+/- (X)
With public coverage	17,474	+/- 2291	90.7%	+/- 4.6
No health insurance coverage	13,444	+/- 1955	69.8%	+/- 7.3
Unemployed:	6,528	+/- 1714	33.9%	+/- 7.1
Not in labor force:	1,783	+/- 975	9.3%	+/- 4.6
PERCENTAGE OF FAMILIES AND PEOPLE WHOSE INCOME IN THE PAST 12 MONTHS IS BELOW THE POVERTY LEVEL				
All families				
With related children under 18 years	(X)	+/- (X)	5.3%	+/- 2.3
With related children under 5 years only	(X)	+/- (X)	7.1%	+/- 4.2
Married couple families				
With related children under 18 years	(X)	+/- (X)	0%	+/- 5.3
With related children under 5 years only	(X)	+/- (X)	2.4%	+/- 1.4
Families with female householder, no husband present				
With related children under 18 years	(X)	+/- (X)	2.2%	+/- 2.1
With related children under 5 years only	(X)	+/- (X)	0%	+/- 8.3
All people				
Under 18 years	(X)	+/- (X)	13.5%	+/- 7.8
Related children under 18 years	(X)	+/- (X)	15.7%	+/- 11.7
Related children under 5 years	(X)	+/- (X)	0%	+/- 16.9
Related children 5 to 17 years	(X)	+/- (X)	5.7%	+/- 1.7
Related children under 18 years	(X)	+/- (X)	7.4%	+/- 4.5
Related children under 5 years	(X)	+/- (X)	7.4%	+/- 4.5
Related children 5 to 17 years	(X)	+/- (X)	6.2%	+/- 7.3
All people	(X)	+/- (X)	7.9%	+/- 4.5

PRINCE GEORGE'S



Vango - Daily Operations Fixed Report

Date: 6/3/2020

Opening Dispatcher: Thelma Keiton
 Opening Supervisor: Anthony Chambliss
 Opening Manager on Duty: Douglas Dawson
 Manager on Duty: Stevy William
 Manager on Duty: Taju Osman
 Dispatcher on Duty: Raven Harris
 Dispatcher on Duty: Amanda Calloway
 Closing Manager on site: Lester Walters
 Closing Supervisor: Patricia Stewart
 Closing Dispatchers on Duty: Paul Douglas

Time: 4:00 - 13:00
 Time: 4:30 - 14:00
 Time: 8:00 - 15:00
 Time: 9:00 - 17:00
 Time: 9:00 - 17:00
 Time: 8:30 - 15:00
 Time: 10:00 - 21:00
 Time: 14:00 - 23:00
 Time: 14:00 - 23:00
 Time: 15:00 - 23:00

Route	Bus #	Type	Winechair	Lift	Fairbox	Spive Equip	Zonar	2 Way Audio	Blitz Recd	Pull Out Time
1 301 Connector I	T1910	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:04
2 301 Connector II	T1905	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:32
3 Betty Road	T1718	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:02
4 Brandwine Connector	T1907	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:00
5 Bryans Road/Newburg	T1714	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:05
6 Business A	T1902	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:06
7 Business B	T1711	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:30
8 Charlotte Hall	T1709	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	6:45
9 Indian Head I/St. Charles D I	T1903	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	6:27
10 Indian Head II/St. Charles D II	T1904	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	6:30
11 La Plata	T1715	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:00
12 Nanjemov	T1712	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	5:30
13 Pinefield	T1912	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	7:04
14 St. Charles A	T1710	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	6:30
15 St. Charles B	T1717	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	6:34
16 St. Charles C	T1716	Fixed	Operational	Operational	Operational GFI	Operational	Operational	Operational	Operational	6:30

Total buses in service: 16
 Total spare buses: 6
 Total buses out of service: 2
 T1901, T1908
24

VanGO - Daily Operations Para Report

		Wheelchair		2-Way Radio		PM/Out Time	
Bus #	Route	Lift	Drive Cam	Table	Operational	Operational	PM/Out Time
DIALYSIS - White Plains / Waldorf	T83	S14	Operational	Operational	Operational	Operational	5:13 / 14:34
DIALYSIS - Waldorf / La Plata	T84	S3	Operational	Operational	Operational	Handheld	5:26 / 9:59
DIALYSIS - White Plains / Waldorf	T1706	S9	Operational	Operational	Operational	Operational	8:12 / 14:57
DIALYSIS - White Plains / La Plata	T87	S10	Operational	Operational	Operational	Operational	10:42 / 15:45
DIALYSIS - White Plains / Waldorf	T90	S18	Operational	Operational	Operational	Operational	13:45 / 16:15
DIALYSIS - La Plata / Waldorf	T91	S1	Operational	Operational	Operational	Operational	5:04 / 9:35
DIALYSIS - Waldorf	T1601	S204	Operational	Operational	Operational	Operational	5:17
DIALYSIS - White Plains	T1602	S20	Operational	Operational	Operational	Operational	14:07
DIALYSIS - White Plains / La Plata	T1701	S5	Operational	Operational	Operational	Operational	5:20 / 9:50
DIALYSIS - Waldorf	T1702	S12	Operational	Operational	Operational	Operational	9:00
DIALYSIS - White Plains / La Plata	T1703	S17	Operational	Operational	Operational	Operational	6:05 / 9:56
DIALYSIS - White Plains / Waldorf	T1705	S7	Operational	Operational	Operational	Operational	8:42 / 14:47
DIALYSIS - La Plata	T1601	S16	Operational	Operational	Operational	Operational	6:12

Total buses in service: 13

Total spare buses: 6

Total buses out of service: 0

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Appendix I

Charles County, Maryland
Procedures for Fare and Schedule Changes

Development of schedule, route and fare changes are handled by the Charles County Department of Planning and Growth Management, Transit Division staff, in collaboration with the management staff of the transit services contractor. Following departmental approval, the following steps will be followed:

- County Administrator and Board of Commissioners are briefed on proposed revisions and give approval for staff to move forward;
- Public notices advising of the proposed changes and locations of public hearings are placed on board buses, in bus shelters and community bulletin boards;
- Similar public notices are placed in the local newspaper and press releases are sent to local newspapers and radio stations;
- Community human service agencies are notified;
- Public hearings are conducted by Transit staff;
- Following public hearings, input is considered and possible alternatives created with the final recommendation presented to the Board of Commissioners for vote;
- Following a favorable vote by the Board of Commissioners, staff implements the changes;

These procedures apply to major changes to routes and schedules* and to all fare changes. Minor adjustments to fine tune timetables or routes are implemented without a public process.

*Major route and schedule change is defined as modifications to service that include any of the following:

- A reduction in service levels of 25% or more;
- Elimination of a neighborhood or service to any street segment;
- Re-routing or timetable changes that would cause any patron of that route to adjust boarding time by 15 minutes or more;