



## **REQUEST FOR PROPOSALS**

### **Community Rides Grant Program**

July 2, 2025

## Contents

Community Rides Grant Program Summary.....	4
Request for Proposals .....	4
Program Summary .....	4
Timeline .....	5
PART I – GRANT PROGRAM DESCRIPTION.....	5
Program Description.....	5
Program Goals .....	5
Outcomes .....	6
Project Objectives .....	6
Potential Projects .....	7
Eligible Applicants .....	8
Local Partnerships .....	8
Additional Collaboration Examples .....	8
Transit Service Cost Allocation .....	9
Deliverables.....	9
Project Milestones .....	9
Support and Technical Assistance .....	10
Key Dates .....	10
Informational Webinars.....	11
Contact Information .....	11
Part II - Grant Award Information .....	11
Award Amounts.....	11

Eligible Projects .....	11
Funding Restrictions .....	11
Project Scalability .....	12
Cost Sharing or Matching .....	12
Award Information .....	12
Grant Management Requirements and Reporting .....	12
Standard Assurances .....	13
Part III – Application Instructions .....	13
A. Application and Submission Information .....	13
B. Eligibility Form .....	14
C. Grant Application Form .....	14
1. Project Name .....	14
2. Applicant Information .....	14
3. Project Summary .....	15
4. Narrative .....	15
5. Budget .....	17
6. Letters of Commitment, Authorization, and Support .....	18
Part IV – Application Review .....	19
A. Incomplete Proposals .....	19
B. Explanation of Ratings and Evaluation Criteria .....	19
C. Review and Selection Process .....	21
Endnotes .....	21

# Community Rides Grant Program Summary

## Request for Proposals

Application Due Date: August 29, 2025

Program Summary		
Purpose	Funding Amount	Eligible Applicants
<p>The National RTAP Community Rides Grant Program is intended to support partnerships that improve transportation access and the economic vitality in rural communities. Successful projects will help to reduce transportation as a barrier to critical needs and services, like access to employment, healthcare, education, healthy food, social services, or recreation.</p> <p>This program will support projects that could be adapted nationwide. The projects will be shared nationally as promising practices. During the grant period of performance, technical assistance, training, and support will be provided to grantees.</p>	<p>National RTAP will award grants, a minimum of \$25,000 and up to \$100,000 to assist transit programs in taking the next steps in forming local mobility partnerships.</p> <p>This is a 12-month funding opportunity. The goal is that these projects will be sustainable beyond the 12-month timeframe.</p> <p>Project proposals need to include a detailed summary of tasks, budget, and outline a clear set of objectives, goals, and milestones. (Awarded projects will start February 1, 2026 and end by January 31, 2027).</p>	<p>Eligible applicants for awards are existing rural systems that receive Federal Transit Administration (FTA) Grants under 49 USC Section 5311.</p> <p>Applicants must serve as the lead agency and must have a written agreement – such as a memorandum of understanding or letter of intent – with one or more local partner organizations that demonstrate their involvement in planning, funding, or implementing the proposed project. Examples of local partner organizations are listed in the Program Goals section under Local Partnerships in this RFP.</p> <p>Applicants must submit completed proposals through the NATIONAL RTAP online grant management portal by 11:59 PM Eastern Daylight Time on August 29, 2025.</p>

## Timeline

- July 2, 2025: Request for proposals (RFP) published
- July 22, 2025: Informational webinar for interested applicants #1
- July 31, 2025:
  - Informational webinar for interested applicants #2
  - Grant application portal opens by this date
- August 29, 2025: Grant application due date
- October 24, 2025: Approximate date of grant award announcements
- November/December 2025: RTAP will work with selected grantees to prepare for year-one grant activity
- February 1, 2026: Year-one grant activity begins.
- January 31, 2027: All Community Rides Grant projects must be completed
- March 31, 2027: Final report/supporting materials due

## PART I – GRANT PROGRAM DESCRIPTION

### Program Description

Title 49 U.S.C. 5311(b)(3) authorizes the Secretary of Transportation “to make grants and contracts for transportation research, technical assistance, training and related support services in rural areas.” The National Rural Transit Assistance Program (NATIONAL RTAP) provides a source of funding to assist in the design and implementation of training and technical assistance projects and other support services tailored to meet the specific needs of transit operators in rural areas. The FTA is making approximately \$500,000 in funds available, to be distributed by NATIONAL RTAP as a competitive grant program. This RFP and selection process will occur in 2025. The awarded projects will start work February 1, 2026, and end by January 31, 2027. If more funding becomes available, additional projects may be selected. These funds will support projects that enhance and strengthen partnerships that increase mobility and improve transportation access in rural communities. Grants of up to \$100,000 each will be funded for up to twelve (12) months.

This Community Rides Grant Program builds on the past funded projects to further innovative mobility solutions, improve transportation access, and support the technical capacity in rural communities. Examples of past funded Community Rides Programs are listed [here](#)<sup>1</sup>.

### Program Goals

The Community Rides Grant Program goals are to:

1. Develop and strengthen partnerships between transit providers, community stakeholders and/or other agencies to increase transit access and support the technical capacity in rural communities.
2. Fill gaps in service and reduce duplication to build transit services that are responsive to the needs and values of the community, in particular serving populations affected by the opioid epidemic, or other economic, social, or health challenges.
3. Increase access to non-transit funding sources available to fund transportation and enhance service economic viability.
4. Document strategies for partnering and responding to community mobility needs and share strategies and case studies nationally with rural transportation programs.

## Outcomes

Successful Community Rides projects will help to reduce transportation as a barrier to independence and health at each stage of life and will increase awareness of transit's important role in supporting individual and community mobility independence. Projects will improve access to critical needs like employment, healthcare, education, healthy food, and/or recreation.

## Project Objectives

Proposals should demonstrate that they meet the following objectives:

1. Directly linked to the health of the community. Healthcare, housing, employment, education, healthy food, and recreation are part of a healthy life and healthy community. Your proposal needs to identify how your project improves the health of your community, the segments of the community your project is geared toward, and the community partners that support that target population.
2. Scaled to the rural environment. Rural and regional strategies need to be implementable in communities with limited resources, long distances, and extremely low-population density.
3. Innovative. Is this a new strategy or partnership? Is it a tactic used for other purposes or populations but has not been used with rural transit programs or community partners? Is there existing documentation or would this be the first attempt to document this strategy for rural programs?
4. Replicable. Implementing and documenting approaches and actions can open these strategies for wider application. Every rural community is unique; however, shared strategies may be identified to meet access needs in communities facing similar challenges nationwide.
5. Financial Viability. The proposed project should not require more resources than are available now or will be available when the project is successfully implemented. If there is an increase in service area or hours, document how this will be covered with existing grant programs or new partner programs, clients, agencies or employers.

## Potential Projects

Eligible projects under this grant program are any projects eligible under the Formula Grants for Rural Areas Program (49 USC Section 5311) that meet the Community Rides Grant Program goals and objectives, with the exception of vehicle purchases as well as expenses for existing transit services. Projects may range from improving existing services by adding hours, days, or modes to starting an employment transportation program or a mobility management program. Please refer to FTA Circular C 9040.1H for more information about eligible projects and activities under the Section 5311 [program](#)<sup>2</sup>.

The following are additional project example ideas to support mobility and improve transit access in rural communities through partnerships:

- New or enhanced routes and supporting infrastructure to increase access to healthcare, treatment and recovery, employment, shopping, social services, or other health-supportive destinations.
- Rural transportation management association (TMA) or employment vanpool.
- Feeder route for intercity/regional connectivity to increase access to jobs and medical care.
- Improving transportation information and trip planning capacity to increase awareness of existing transit services and improve the ease-of-use for riders.
- Implementing RideSheet scheduling platform to support transit operations.
- Consolidation of transit providers or operations to maintain/increase service capacity.
- Efficient transit operational coordination and improved rider access across providers and modes through mobility management practices.

Examples of project benefits are listed below. Each applicant will need to describe the benefits their project will provide and identify performance measures to be used to determine the success of the project.

- Increase in trips/ridership.
- New riders.
- Increase in travel options (times and destinations).
- Improved efficiency of transit operations and partnerships with new funding, enhancing the economic viability of services.
- More utilization of healthcare and addiction treatment, fewer missed appointments, and costs savings for healthcare providers.
- Increased access to employment and employees, less absenteeism, and increased productivity.

## Eligible Applicants

Eligible applicants for awards are existing recipients or sub-recipients under the Formula Grants for Rural Areas Program ([49 U.S.C. Section 5311](#))<sup>3</sup>. Applicants should have no outstanding legal or financial issues. Applicants must serve as the lead agency and must have written agreements with one or more local partner organization(s) that demonstrates their involvement in planning and implementing the proposed project. Written agreements may include memorandums of understanding (MOU) or letters of commitment. Further evidence of partnerships will be documentation of partner roles and responsibilities.

## Local Partnerships

The Community Rides Grant Program is focused on developing and strengthening local partnerships to improve the availability, efficiency, access, and economic vitality of transit services and mobility management practices in rural communities.

Local partner examples: healthcare provider, recovery center, health clinic, community organization, chambers of commerce, community college, business center/employer(s), local transportation organization.

**A minimum of one letter of commitment from a local partner is required.**

## Additional Collaboration Examples

Successful projects are also encouraged to work collaboratively to build partnerships and lasting improvements to public transit, such as formalizing relationships, convening partner agencies, planning and coordinating services, and leveraging resources with partner agencies. Working with community partners to assess and prioritize needs, transit programs may deploy improvements targeted by time and location to a part of the community but available to the public. For example, implementing increased hours or first mile/last mile strategies to increase access to healthcare or employment benefits the whole community. Partners may provide vehicles but may need assistance managing vehicles and allocating capacity.

As part of the NATIONAL RTAP Community Rides Grant Program, a project may include coordinating with or seeking additional funding through programs at other local, state and federal agencies or national organizations that are focused on rural health and economic development, such as those listed below. Access to transportation is critical to the success of these programs.

- Regional Transportation Planning Organizations, Metropolitan Planning Organizations, or other planning organizations in areas to be served by this project
- State Department of Transportation (DOT) agencies
- Federal programs listed on the [CCAM Related Resources](#)<sup>4</sup> website and [CCAM Inventory of Federal Programs](#)<sup>5</sup>



- U.S. Department of Agriculture (USDA): [Rural Development Programs](#)<sup>6</sup>
- U.S. Department of Health and Human Services (HHS): [Health Resources and Services Administration \(HRSA\) Rural Community Opioid Response Program \(RCORP\)](#)<sup>7</sup>
- [National Association of Development Organizations](#) (NADO)<sup>8</sup>

## Transit Service Cost Allocation

When applicable, NATIONAL RTAP encourages applicants to use a cost allocation model or methodology to estimate the costs of transit service (for example, the two-variable [Cost Allocation Calculator](#))<sup>9</sup> developed by NATIONAL RTAP or the CCAM TAC has a resource discussing [Cost Allocation Techniques for Community Transportation](#)<sup>10</sup>.

More information on NATIONAL RTAP tool descriptions is located [here](#)<sup>11</sup>.

## Deliverables

1. Development and implementation of a mobility project supporting economic vitality in rural communities through increased transit access to employment, healthcare, education, healthy food, social services, and/or recreation.
2. New or stronger relationships with transportation providers or partner organizations at the local, regional and state levels.
3. Monthly status updates and project meetings, as well as a final report that documents the improvements to the transit system, the partnerships developed, the impacts on the community, and how the project has addressed the following objectives:
  - a. Directly linked to the health of the community;
  - b. Scaled to the rural environment;
  - c. Innovative;
  - d. Replicable; and
  - e. Financial stability.
4. Poster that visually summarizes the project, including the goals, community needs, partnerships, resources used, and outcomes, for presentation at a future in-person or virtual conference. Templates and technical assistance will be provided throughout the grant period.
5. Identification of opportunities to utilize alternative federal, state or local funding sources to support the innovative practices developed through this grant, as appropriate.

## Project Milestones

Applicants need to identify the milestones (key activities/achievements) appropriate to their project in the narrative section of the application form. In particular, within the first six months, projects must be able to demonstrate outcomes that support the grant program goals, such as, but not limited to, any of the following steps:

- Formalize community partnerships with MOUs or letters of agreement, if not already in place.
- Amend Coordinated Human Service Transportation plans.
- Integrate transportation needs into partner agency plans.
- Survey transportation needs across agencies within a community or region.
- Identify potential transportation strategies to support community needs and share them with stakeholders.
- Finalize transportation improvement approaches ready for implementation.
- Identify communication and technology strategies to increase ease of access for travelers/community members to navigate and use transit or other modes to meet transportation needs.

## Support and Technical Assistance

NATIONAL RTAP will provide support and technical assistance to grantees throughout the grant period of performance, including:

- Informational webinars during the grant application period (see below for more information).
- Provide a list of relevant resources (e.g., technical briefs, guidebooks, trainings) on the Community Rides web page to help in developing a proposal and implementing the project.
- Convene a virtual kick-off workshop for successful applicants.
- Facilitate peer exchange among grantees.
- Provide information and technical assistance to support grantees as appropriate, and make this information, including webinars, available to the public when possible.
- Track progress of grantees' work through reviews of monthly reports.
- Develop a final report for FTA that identifies how the partnerships and approaches developed by grantees through this program might be adopted by other Section 5311 recipients to increase transportation access and support healthier, more resilient rural communities.

## Key Dates

Applicants must submit completed proposals through the NATIONAL RTAP online grant management portal by 11:59 PM Eastern Daylight Time on **August 29, 2025**. The online grant portal will open on or before **July 31, 2025**. NATIONAL RTAP will not accept mail, fax, or email submissions. A link to access the grants portal will be posted to the [Community Rides Grant](#)<sup>12</sup> information webpage. The approximate date for grant award announcements is October 24, 2025.

## Informational Webinars

Two webinars will be held to answer questions and provide an overview of this RFP and the online grant application portal. During registration you can submit questions to be addressed during the webinar. Visit the [Community Rides Grant Program](#)<sup>13</sup> webpage to register. Webinar recordings will be posted there also.

- Webinar 1 - July 22, 2025, 2:00-3:00 PM ET: Program Overview and Transportation Partnership Examples
- Webinar 2 - July 31, 2025, 2:00-3:00 PM ET: Project Development, Performance Measures, NATIONAL RTAP Cost Allocation Calculator Overview, and Application Portal Overview

## Contact Information

Visit the [Community Rides Grant Program](#)<sup>14</sup> webpage for complete information about the program, helpful resources, information about past awarded Community Ride Programs, and to sign up to receive updates. If you have questions about the Grant Program, please email Al Benedict, NATIONAL RTAP Technology Tools Lead, at [grants@nationalrtap.org](mailto:grants@nationalrtap.org).

# Part II - Grant Award Information

## Award Amounts

National RTAP will award grants, a minimum of \$25,000 and up to \$100,000, to assist transit programs in taking the next steps in forming local mobility partnerships. NATIONAL RTAP intends to fund as many meritorious projects as possible.

## Eligible Projects

Eligible projects are any project eligible under the [Formula Grants for Rural Areas Program for 5311](#)<sup>15</sup> that meets the Community Rides Grant Program goals and objectives. See above for project ideas and examples.

## Funding Restrictions

Community Rides Grant Program funds may be used for expenses eligible under FTA Section 5311, with the exception of vehicle purchases as well as expenses for existing services. Increases in hours, service area, or frequency of existing services are eligible. Funds cannot be used to reimburse applicants for otherwise eligible expenses incurred prior to the selection of projects under this program, or to supplant funding for existing services.

## Project Scalability

NATIONAL RTAP encourages applicants to identify scaled funding options in case insufficient funding is available to fund a project at the fully requested amount. If an applicant indicates that a project is scalable, the applicant must provide an appropriate minimum funding amount for the reduced project scope that will still achieve the grant program goals and deliverables. NATIONAL RTAP may award a lesser amount regardless of whether the applicant provides a scalable option.

## Cost Sharing or Matching

Matching funds are not required, but applicants should identify any additional staff support (including management) to be provided by the applicant/partner agencies, as well as other costs that the applicant/partner agencies will cover.

If additional sources of funding are essential to the success of the project, they must be identified, and documentation must be provided to show that outside funding can be used for this project. The applicant must explain how they plan to secure the funding, if not currently available, and document that the funding is eligible for this purpose.

## Award Information

NATIONAL RTAP will only reimburse for project costs incurred after selection and after the grant agreement is signed by both parties. NATIONAL RTAP will issue specific guidance to recipients at the time of selection. Grant funds will be distributed on a reimbursement basis after expenses are incurred. Monthly invoices must be submitted with proper documentation to be reimbursed.

## Grant Management Requirements and Reporting

Applicants must apply through NATIONAL RTAP's online grant management portal (*SurveyMonkey Apply*) and must agree to adhere to FTA grant requirements. Grant recipients will be required to submit monthly project status updates and invoices with proper documentation of expenses in SurveyMonkey Apply. Recipients also must submit a final report to document the partnerships, planning and implementation strategies, outcomes, and lessons learned, so that others may benefit from these projects.

All applicants must identify project performance measures, and grant recipients will develop an evaluation plan to measure a project's success. An independent evaluation of the project may occur during and/or at the end of the grant program. NATIONAL RTAP and FTA may request data to support an independent evaluation and program report.

## Standard Assurances

By submitting an application, the applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, FTA circulars, and other Federal administrative requirements in carrying out any project supported by the FTA grant. The applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project unless NATIONAL RTAP issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file with FTA.

## Part III – Application Instructions

### A. Application and Submission Information

Up-to-date information about this RFP, registration for the webinars, and additional resources can be found on the [Community Rides Grant Program](#)<sup>13</sup> webpage. Applications must be submitted through NATIONAL RTAP's grant application and management system, which will open on or before July 31, 2025. Instructions for how to use the system will be provided when it opens and it will be covered in the second webinar. A link to the application portal will be available on the Community Rides Grant Program webpage.

A completed application consists of the following. All required sections of the online application form must be completed.

- Grant Application Form (Project Name, Applicant Information, Project Summary, Narrative);
- Budget Forms (Project Budget and Budget by Milestone);
- At least one Local Partner Letter of Commitment;
- Letter of Authorization from the Transit Executive and/or Governing Board; and
- Up to four Letters of Support (optional).

Applicants may attach no more than 20 pages of additional supporting information that is directly related to the application and is referenced in the project narrative, such as excerpts of transportation plans with the relevant page number(s) noted.

All proposals must be completed and submitted online no later than 11:59pm Eastern Daylight Time on August 29, 2025. Proposals received after the due date and time, as well as those submitted by fax, mail or e-mail will be deemed non-responsive.

## B. Eligibility Form

Before starting your online grant proposal, applicants will be required to answer these questions:

1. Is the lead applicant currently receiving FTA Section 5311 funding?
2. Do you have authorization from your transit agency's executive and/or governing board to apply for this grant program and to implement the proposed project?
3. Do you have a letter or written agreement from a partner organization that commits to being involved in planning and implementing the proposed project?
4. Does your organization have any outstanding legal or financial issues?
5. Does your proposal involve using these grant funds to purchase a vehicle?
6. Will the funding from this grant replace current funding for existing services?

## C. Grant Application Form

All requested information must be provided in the online grant application portal. Below are all of the grant application questions, word limits, and other requirements that you will find in the online system.

Applicants are encouraged to provide clear and concise responses to all questions.

### I. Project Name

- Your application will be identified in the online system by the Project Name. You may use your agency name as the Project Name or choose a more descriptive name for your project.

### 2. Applicant Information

- Applicant Name (Agency/Organization Name), Address, Website (if applicable)
- Contact Information for Primary and Secondary Contacts: Name, Title, Phone, Email
- Agency/Organization Type: select all that apply; if Other, please provide specific information in the space provided.
  - Rural Transit Agency, Small Urban Transit Agency, Regional Transit Authority, Transit District, Local or County Government, Community Action Program, Area Agency on Aging, State Department of Transportation, Other
- Internal Revenue Service (IRS) Employer Identification Number (EIN)
- Congressional District, Representative, and Contact Information (Address, Phone, Email)
- FTA Region
- Service Area Geography
  - Brief description of the area: may include the percent urban/suburban/rural of the area, square mileage, and/or descriptors such as very spread out, rugged, mountain

terrain, etc. that provides reviewers with a concise picture of the area. (30 words or less)

- Technical and Organizational Capacity:
  - How many years has the lead applicant been receiving Section 5311 funding?
  - How many full-time equivalent (FTE) employees are at your organization, including drivers?
  - What is the size of your fleet?
  - How would you describe the applicant's technical and organizational capacity?

(Limited to 300 words)

### 3. Project Summary

- Provide a concise summary of the project, the purpose (overall goal), objectives and the specific outcome(s) you expect to attain from the Community Rides Grant. Think of this as your elevator speech.

(Limited to 100 words)

### 4. Narrative

- Word limits are specified below and are incorporated in the online application.
- Which project type best describes your project? Select one or "Other."
  - New or enhanced routes to increase access to healthcare, addiction treatment/recovery, employment, shopping, social services, or other health-supportive destinations.
  - Transportation management association (TMA) or employment vanpool.
  - Feeder route for intercity/regional connectivity to increase access to jobs and medical care.
  - Improving transportation information and trip planning capacity to increase awareness of existing transit services and improve the ease-of-use for riders.
  - Implementing new technology to improve the efficiency of transit operations in order to increase/improve service.
  - Consolidation of transit providers or operations to maintain/increase service capacity.
  - Other (Please specify.)
- Provide a detailed project description that responds to the following questions:
  - What are the project goals and anticipated outcomes?
  - What are the key project activities and milestones?
  - What challenges do you expect to face with this project?
  - How will you make the project successful? Be sure to identify your plans for marketing and outreach.

(Limited to 1,000 words)

- Provide a detailed project timeline by quarter (up to 12 months) for accomplishing the project goals and deliverables listed above. Be sure to address:
  - What will you do in the first 30 days to launch the project?
  - What milestones do you plan to achieve on a quarterly basis?
  - What are the six month demonstrated outcomes?
  - What is the completed project at the end of the contract?

(Limited to 750 words)

- Describe the need for the project and the project benefits:
  - What need is the project responding to? Be specific and provide evidence if available (e.g., requests from stakeholders, rider feedback, other data).
  - How will the project benefit the community? Be specific.
  - Who is the target population/beneficiary for this project?

(Limited to 500 words)

- Describe how the project supports the Community Rides Grant Program goals and how it meets the project objectives listed on pages 2 and 3 of the RFP. In particular:
  - How does the project improve transportation access and mobility to support the health and well-being in the community?
  - How is the project scaled to the rural environment?
  - How is the project innovative?
  - How is the project replicable?
  - What does the project look like after the grant funding and how will it be financially stable? For example, how will ongoing costs for this project be funded?

(Limited to 1,000 words)

- Identification of all project partners and their specific role in the project. For each committed project partner as well as potential partners, please provide:
  - Partner Contact Information (Organization, Staff Contact, Address, Phone, Email, Website)
  - What is your current relationship with the partner?
  - What is the partner's role in the project, including activities or milestones?

(Limited to 500 words per partner)

- Evidence that the project is consistent with or coordinated with local, regional, or state plans.



- Is the project derived from a locally developed coordinated transportation plan and/or regional/statewide transit plan? Please explain.
  - Please include links to the plan(s), or you may upload attachments. Provide direct page references whenever possible.
- If the project is not currently included in a plan, is amending the plan part of this proposed Community Rides Grant Program project? Please explain.
  - Please upload a draft amendment as an attachment.

(Limited to 400 words)

- Identify specific performance measures the project will use to quantify actual outcomes against expected outcomes and/or to know whether the project was successful or not. (Each grantee will be required to submit reports utilizing those performance measures.)
  - List the performance measures you will use to evaluate the success of the project.
  - List the data you will collect to measure project performance. (Examples include ridership data, data on missed appointments or employee absenteeism, etc.)

(Limited to 500 words)

- An explanation of the scalability of the project (if applicable)
  - Could the project scope be decreased in the case of insufficient funding? How?
  - What is the minimum funding amount to achieve the scaled back project that still meets the program goals and deliverables?

(Limited to 400 words)

## 5. Budget

- Budget Forms
  - Provide a detailed Project Budget and a Budget by Milestone, using the Budget Template provided within the application portal. The amount of requested funding in each category must be specified on the form (see Line-Item Categories below).
  - Be sure to include a description for all budget items. All expenses must be directly related to this project and cannot be used for existing services.
  - In no case may the Community Rides Grant Program budget requested exceed \$100,000
  - In the Outside Funding column, please identify any costs (e.g., personnel, office space, or other direct or indirect costs) that will be covered by the applicant and partner agency or by outside funding (e.g., additional grants or new program income). Please identify the funding sources in the Description field.
  - Budget Line-Item Categories:

- Personnel costs should specify salary costs (hourly rate, number of staff, number of hours) and associated fringe benefits (and how fringe is calculated) to carry out project activities.
- Travel costs are for staff travel and may include per diem for meals.
- Consultant or contractor fees and travel anticipated by the applicant should be included as a separate category in the budget.
- Operating costs for new or expanded services directly related to this project.
- Capital costs directly related to this project (except vehicle purchases, which are ineligible).
- Meeting/training costs may include the costs of holding one or more community forums plus costs associated with smaller collaborative meetings. Such costs may include space rental, copying materials, AV equipment rental, speaker fees/travel costs. Food/Non-alcoholic beverage costs associated with meetings are eligible.
- Other direct costs may include office space rental/utilities (to be calculated based on personnel costs), telephone/fax, photocopying, printing, postage, project related supplies, computer/software/technology costs, marketing/media/outreach costs.
- Indirect costs may be included in the budget. Details regarding how indirect costs are calculated, including a copy of the organization's approved Indirect Rate, must be submitted as part of the final budget that grantees must develop within two weeks of award notification.
- Budget narrative (Limited to 500 words)
  - How will the items in your budget (submitted using the Budget Forms) help you achieve the project goals?
  - If additional staff support or in-kind contributions will be provided by the applicant or partner agencies, describe them here.
  - If you are planning to utilize outside sources of funding for this project, in addition to the Community Rides Grant funds:
    - Explain the role of the outside funding in the project and how critical it is to the project's success.
    - Describe the process of securing that funding, if it is not already available.
    - Provide documentation (may be uploaded as an attachment if necessary) that the outside funds can be used for this project.
    - Explain how you would adjust the project if the outside funds are not secured.

## 6. Letters of Commitment, Authorization, and Support

- All applicants must upload at least one letter of commitment from a key partner organization for this project.

- The letter(s) should specifically describe the planned role of the partner in the proposed project, anticipated support (including monetary or in-kind support) to be provided, if applicable, and a list of anticipated project activities in which the partner will be involved.
- Any changes to the proposed partnerships will require NATIONAL RTAP's advanced approval and must be consistent with the scope of the approved project.
- Applicants must upload a Letter of Authorization from the Transit Agency Executive and/or Governing Board (or similar) to verify that they have the authority and full support of their agency to apply for this grant and implement the proposed project.
- (Optional) Applicants may also upload up to four letters of support from other allied organizations and stakeholders, including institutions, companies, organizations, or government agencies. Although support at all levels (local to federal) is valuable, support at the local level is most important.

## Part IV – Application Review

### A. Incomplete Proposals

Incomplete or non-responsive proposals will not be considered. Only proposals that meet the Minimum Criteria detailed below will be reviewed.

#### Minimum criteria used to determine acceptability of application:

All applications received will be screened to determine acceptability. ALL the criteria listed below must be met, or the proposal will not be considered for review.

1. Application submitted by eligible organization.
2. Application received by the deadline.
3. Application submitted electronically.
4. Application is complete (Grant Application Form, Budget Forms, at least one Partner Letter of Commitment, Letter of Authorization, and up to four Letters of Support (optional)).
5. Request for funding does not exceed \$100,000.
6. Project funding will not be directly used to purchase a vehicle.
7. Project funding will not be used to supplant current funding for existing services.

### B. Explanation of Ratings and Evaluation Criteria

Applications will be rated on the basis of Highly Recommended (HR), Recommended (R) or Not Recommended (NR) in the following five areas listed below. The Review Committee will consider the following questions as part of the evaluation process, in addition to how clearly and completely the applicants respond to each question in the application.

1. Demonstration of need.
  - a. How well does the application demonstrate a specific need?
  - b. How well does the proposed project address the stated need?
  - c. How significant is the need that this project aims to address?
  - d. Whose needs are being addressed by this project?
2. Demonstration of benefits and fulfillment of the program goals and project objectives.
  - a. How well does the application detail the benefits of the project?
  - b. How significant are the benefits of the proposed project?
  - c. Who will benefit from the proposed project?
  - d. How well does the proposed project support each of the program goals?
    - i. Develop and strengthen partnerships between transit providers, community stakeholders and/or other agencies to increase mobility and improve the transportation access to health and other critical services in rural communities.
    - ii. Fill gaps in service and reduce duplication to build transit services that are responsive to the needs and values of the community, in particular serving populations affected by opioids crisis, or other economic, social, or health challenges.
    - iii. Increase access to non-transit funding sources that can fund transportation and support the program's financial stability.
    - iv. Document strategies for partnering and responding to community mobility needs and share strategies nationally with rural transportation programs.
3. How well does the proposed project meet each of the following objectives?
  - a. Directly linked to the health of the community;
  - b. Scaled to the rural environment;
  - c. Innovative;
  - d. Replicable; and
  - e. Financially stable/life beyond this grant.
4. Planning, partnerships, and community support.
  - a. How strong are the partnerships described in the application?
  - b. How strong is the community support for the project?
  - c. How well does the proposed project incorporate meaningful ongoing involvement from key stakeholders and the target audience of the project?
  - d. How well does the proposed project align with existing local, regional or statewide plans? Or if proposing a plan amendment, how well does the amendment align with existing plans?
5. Technical and organizational capacity of the applicant.
  - a. To what degree does the applicant have the technical capacity to implement the project?
  - b. How feasible is the proposed project, including the goals, budget, timeline, and performance measures?

- c. How likely is it that the proposed project will succeed?
  - d. How does this project support the financial stability of its goals beyond the grant term?
  - e. Is local funding available for this project?
  - f. If outside funding is necessary for project implementation, has that funding been secured?
6. Project readiness.
- a. How well does the application describe the project timeline and milestones, in particular for the first 30 days?
  - b. How reasonable is the timeline of the proposed project?
  - c. How well thought-out is the project? For example, how well do the goals, timeline, and budget align?
  - d. How well did the applicant identify potential challenges and how they would respond to those challenges?

## C. Review and Selection Process

A Review Committee made up of NATIONAL RTAP staff will evaluate proposals based on the above evaluation criteria. Only applications that meet the minimum criteria will be reviewed. Each acceptable application will be reviewed independently by at least three members of the Review Committee. Recommendations for selection will be reviewed by the Federal Transit Administration.

The review committee will make recommendations for funding based on the following guidelines:

- Applications rated as Highly Recommended (HR) are those that receive HR on 5 out of 5 evaluation criteria and receive no NR ratings.
- Applications rated as Recommended (R) are those that receive R or HR on 4 out of 5 evaluation criteria and receive no more than 1 NR rating.
- Applications rated as Not Recommended (NR) are those that receive an NR rating in 2 or more evaluation criteria.

In determining the allocation of program funds, NATIONAL RTAP may consider geographic context, the size of the transit systems receiving funding, and the applicant's receipt of other competitive awards.

## Endnotes

1. <https://www.nationalrtap.org/News/Community-Rides-Grants>
2. <https://www.transit.dot.gov/regulations-and-programs/fta-circulars/formula-grants-rural-areas-program-guidance>

3. <https://www.transit.dot.gov/rural-formula-grants-5311>
4. <https://www.transit.dot.gov/regulations-and-programs/access/ccam/about/ccam-related-resources>
5. <https://www.transit.dot.gov/regulations-and-guidance/ccam/about/ccam-program-inventory>
6. [www.rd.usda.gov/programs-services/all-programs](http://www.rd.usda.gov/programs-services/all-programs)
7. [www.hrsa.gov/rural-health/rcorp](http://www.hrsa.gov/rural-health/rcorp)
8. [www.nado.org/](http://www.nado.org/)
9. <https://www.nationalrtap.org/Web-Apps/Cost-Allocation-Calculator>
10. <https://www.ccam-tac.org/cost-allocation/>
11. <https://www.nationalrtap.org/Technology-Tools/Overview>
12. <https://www.nationalrtap.org/News/Community-Rides-Grants>
13. <https://www.nationalrtap.org/News/Community-Rides-Grants>
14. <https://www.nationalrtap.org/News/Community-Rides-Grants>
15. <https://www.transit.dot.gov/rural-formula-grants-5311>



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## **Community Rides Grant Program**

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[www.nationalrtap.org](http://www.nationalrtap.org)

National RTAP  
5 Wheeling Ave  
Woburn, MA 01801  
(888) 589-6821

The following clauses are for inclusion into procurement documents, but can also be inserted into contractual agreements. However, additional clauses and certification may be required for contractual agreements.



## ACCESS TO RECORDS AND REPORTS

1. **Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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

3. **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

4. **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

## AMERICANS WITH DISABILITIES ACT(ADA)

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

## CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under: 1. Federal transit laws, specifically 49 U.S.C. § 5323(d); 2. FTA regulations, "Charter Service," 49 C.F.R. part 604; 3. Any other federal Charter Service regulations; or 4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include: 1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA; 2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or 3. Any other appropriate remedy that may apply. The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

## CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

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

b) **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

**3 Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and

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

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

#### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

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

**2. Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the 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.

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

**5. Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

#### Clean Air Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

#### Federal Water Pollution Control Act

(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.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

## CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

### Compliance with the 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 agency 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 paragraph (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."

## DEBARMENT AND SUSPENSION

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- (1) Complies with federal debarment and suspension requirements; and
- (2) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

## **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 (42 U.S.C. § 6201).

## **FLY AMERICA**

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) "United States" means the 50 States, the District of Columbia, and outlying areas. 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

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

## **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient 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 Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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

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

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

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

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer,

employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 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.

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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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.

## **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

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

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and 200.471.

## **PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS**

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

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

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

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

## **PROMPT PAYMENT**

*(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)*

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, 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 Agency.

## **RESTRICTIONS ON LOBBYING**

### **Conditions on use of funds.**

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

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

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

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

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

#### **Certification and disclosure.**

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

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

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

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

#### **Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.**

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

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

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

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

#### **Shall file a certification, and a disclosure form, if required, to the next tier above.**

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

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

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

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

## **SAFE OPERATION OF MOTOR VEHICLES**

### **Seat Belt Use**

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

### **Distracted Driving**

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

## **SCHOOL BUS OPERATIONS**

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

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

## **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

## **SOLID WASTES (RECOVERED MATERIALS)**

(a) A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

- (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
- (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
- (3) The amount of federal assistance FTA has provided for a State Program or Project.

b. Documents - The State agrees to provide the information required under this provision in the following documents:

- (1) applications for federal assistance,
- (2) requests for proposals or solicitations,
- (3) forms,
- (4) notifications,
- (5) press releases,
- (6) other publications.

## **SUBSTANCE ABUSE REQUIREMENTS**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

## **TERMINATION**

### Termination for Convenience (General Provision)

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



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

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

#### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

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

#### Termination for Convenience (Professional or Transit Service Contracts)

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

#### Termination for Default (Supplies and Service)

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

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

#### Termination for Default (Construction)

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

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall

be the same as if the termination had been issued for the convenience of Agency

#### Termination for Convenience or Default (Cost-Type Contracts)

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

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

## **VIOLATION AND BREACH OF CONTRACT**

### **Disputes:**

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

### **Performance during Dispute:**

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

### **Claims for Damages:**

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

### **Remedies:**

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

### **Rights and Remedies:**

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

## **OTHER RECOMMENDED CONTRACT REQUIREMENTS**

## **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

## **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

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

## **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

## **TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## Federal Certifications

### CERTIFICATION AND RESTRICTIONS ON LOBBYING

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I, \_\_\_\_\_ hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

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

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

Name of Bidder/Company Name: \_\_\_\_\_

Type or print name: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

## GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

(1) It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

(2) To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

1. Debarred,
2. Suspension,
3. Proposed for debarment,
4. Declared ineligible,
5. Voluntarily excluded, or
6. Disqualified

b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
2. Violation of any Federal or State antitrust statute, or,
3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

1. Equals or exceeds \$25,000,
2. Is for audit services, or,
3. Requires the consent of a Federal official, and

g. It will require that each covered lower tier contractor and subcontractor:

1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - a. Debarred from participation in its federally funded Project,
  - b. Suspended from participation in its federally funded Project,
  - c. Proposed for debarment from participation in its federally funded Project,
  - d. Declared ineligible to participate in its federally funded Project,
  - e. Voluntarily excluded from participation in its federally funded Project, or
  - f. Disqualified from participation in its federally funded Project, and

(3) It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

### **Certification**

Contractor: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_