

Section 5310 Funding Application

APPLICATION CHECK LIST

- _____ Complete application Parts I, II, and III and Appendices A through R.
- _____ Copy of Federal or State tax exempt letter.
- _____ For Vehicles request please include Insurance carrier, amounts of coverage and premium rate.
- _____ Proof of audits for your three most recent fiscal years or on file with MoDOT.
- _____ Letter of support from transportation providers and agencies in your service area that serve the same type of needs.
- _____ New Unique Entity ID provided by SAM.gov.
As of April 4, 2022, the federal government stopped using the DUNS Number to uniquely identify entities. Entities doing business with the federal government use the Unique Entity ID created in SAM.gov.
- _____ Current Certificate of Good Standing from the Missouri Secretary of State.
Obtained from the Corporate Division (573) 751-4153 or print a copy from the website: <https://www.sos.mo.gov/business/corporations/generalInfo#goodStanding>.

STANDARD ASSURANCES

The following appendices must be signed and included with this application and labeled in the following order:

- _____ **Appendix A** Letter of Confirmation of Local Match and Operating Expenses
- _____ **Appendix B** Authorizing Resolution for Nonprofit Corporations
- _____ **Appendix C** Section 5310 Standard Assurances
- _____ **Appendix D** Charter Bus
- _____ **Appendix E** School Bus
- _____ **Appendix F** Energy Conservation
- _____ **Appendix G** Clean Water
- _____ **Appendix H** Lobbying
- _____ **Appendix I** Federal Changes
- _____ **Appendix J** Clean Air
- _____ **Appendix K** No Government Obligation to Third Parties
- _____ **Appendix L** Program Fraud and False or Fraudulent Statements and Related Acts
- _____ **Appendix M** Termination
- _____ **Appendix N** Government-Wide Debarment Suspension
- _____ **Appendix O** Civil Rights
- _____ **Appendix P** Breaches and Dispute Resolution
- _____ **Appendix Q** State and Local Law Disclaimer
- _____ **Appendix R** Incorporation of Federal Transit Administration (FTA) Terms
- _____ **Appendix S** Worker Eligibility Verification Affidavit

PART I: APPLICANT INFORMATION

Applicant Information: *Please provide the following information, do not leave any part blank.*

1. ORGANIZATION CONTACT

Organization	
List all DBA Names	
Contact Person	

2. MAIN ADDRESS

Street Address					
Suite Address					
City:		State:		Zip Code + 4:	
County					
Mailing Address, including city, state and ZIP+4					

3. PHONE NUMBER AND FAX NUMBER

Phone	Fax

4. E-MAIL ADDRESS

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5. WEBSITE ADDRESS

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6. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INFO

Unique Entity Identifier	
Federal Employer Identification Number (FEIN)	
US Congressional District	

7. EXECUTIVE COMPENSATION QUESTION FOR FFATA

Does sub-recipient/applicant agency annual gross revenue exceed 80 percent or more in federal awards? **Enter YES/NO**

Does sub-recipient/applicant agency annual revenue equal or exceed \$25,000,000? **Enter YES/NO**

Note: *If you answer yes to both questions, then please provide the names and annual income of the top five (5) compensated individuals in the organization on separate sheet.*

8. TITLE VI/ NONDISCRIMINATION PLAN

Does the agency have a Title VI/ Non-discrimination Plan? Yes No ☐

If yes, Title VI/ Non-discrimination Plan approval date:

Please attach a copy of the plan or provide the link to your webpage where the current plan is posted:

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PART II: PROJECT TYPE AND BUDGET

Please provide

Title of Project:

PROJECT TYPE:

☐ **Vehicle Purchase** *(See MoDOT General Service Division web page for possible vehicle floor plan(s) and associated cost)*

Requested Model and Floor Plan:

Quantity Requested:

Requested vehicle(s) is:

☐ Additional New Vehicle(s)

☐ Replaces Existing Vehicle(s) *(Please Provide Information Below)*

Number of Years Existing Vehicle has been in Revenue Service:

Current Mileage of Existing Vehicle:

PROJECT BUDGET FOR VEHICLE(S):

Price of Individual Vehicle Requested:

Quantity Requested:

Total Funding Requested For This Project:

Requested Federal Funding *(Max 80%)*:

Local Match *(Min. 20%)*:

Source of Local Match:

State ☐ Local ☐ Other:

PART III: PROJECT DESCRIPTION

Project Description: Please provide a project description by answering the following questions. Include as much information as necessary to clearly explain the project's eligibility. Each application will be given a score as indicated by the Project Evaluation Criteria on page 8.

A. Describe the project request. A description of planned services, locations to be served, and overall need is required.

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- B. Describe the mobility service provided and how the proposed vehicle would be used if this project replaces an existing unreliable or high mileage vehicles to maintain existing service.**



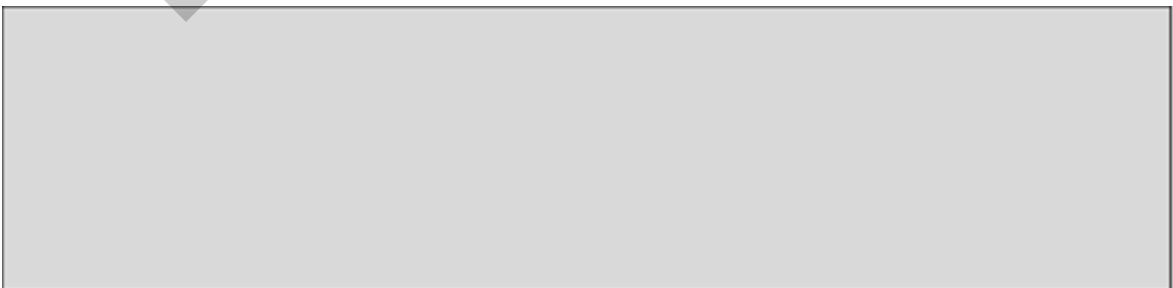
- C. Describe how this project would support services of established agencies.**



- D. Discuss how this project would maintain or increase ADA amenities offered by your agency.**



- E. Describe how this project would provide service to an area not previously serviced.**



- F. **Describe how this project would provide for an increased number of passengers served per week and discuss increased service in terms of frequency.** *Note: Increased service is not required.*



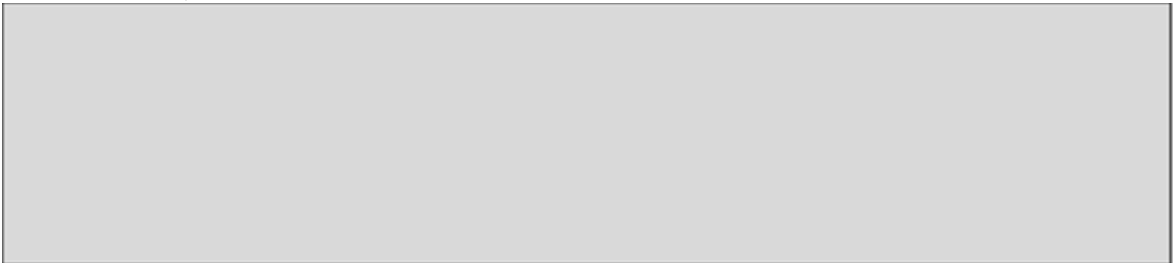
- G. **Describe how this project creates new intercity connections and allows people to travel throughout the region.**



- H. **Describe how this project allows individuals to travel outside of normal business hours, including nights and weekends.**



- I. **Describe how this project expands ADA accessibility to public transportation.**



J. Describe if the applicant has been awarded a vehicle in the past two years.



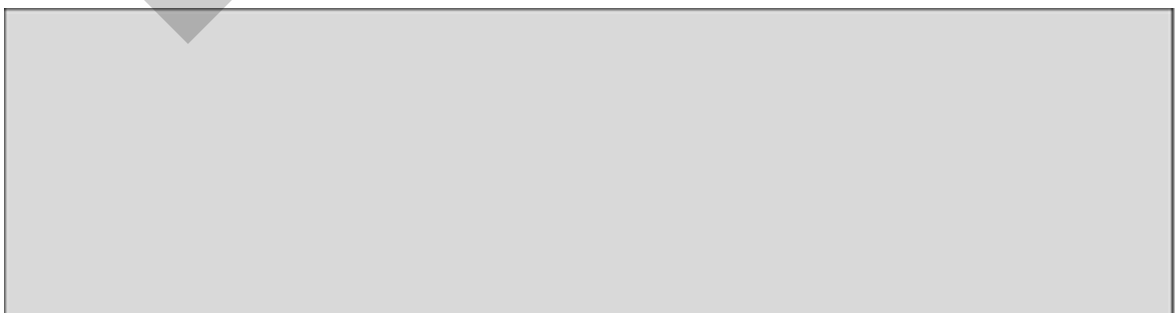
K. Describe how this project would be in alignment with the Transit Coordination Plan strategies of (1) Education, (2) Improve Mobility Services and Infrastructure, (3) Expand Mobility Services and Infrastructure, and (4) Regionalize Available Services.



L. Describe how this project would be affected if you would not receive the funding.



M. Describe how this project would provide a person flexibility in travel, including same day trips and/or flexible scheduling options.



APPENDICES

(APPENDIX A) LETTER OF CONFIRMATION OF LOCAL MATCH AND OPERATING EXPENSES

(APPENDIX B) AUTHORIZING RESOLUTION FOR NONPROFIT CORPORATIONS

(APPENDIX C) SECTION 5310 STANDARD ASSURANCES

(APPENDIX D) CHARTER BUS REQUIREMENTS 49 U.S.C. 5323(d) 49 CFR Part 604

(APPENDIX E) SCHOOL BUS REQUIREMENTS 49 U.S.C. 5323(F) 49 CFR Part 605

(APPENDIX F) ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 18

(APPENDIX G) CLEAN WATER REQUIREMENTS 33 U.S.C. 1251

(APPENDIX H) LOBBYING 31 U.S.C. 135249 CFR Part 1949 CFR Part 20

(APPENDIX I) FEDERAL CHANGES 49 CFR Part 18

(APPENDIX J) CLEAN AIR 42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

(APPENDIX K) NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(APPENDIX L) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

(APPENDIX M) TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

(APPENDIX N) GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 49 CFR Part 29 Executive Order 12549

(APPENDIX O) CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

(APPENDIX P) BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18, FTA Circular 4220.1F

(APPENDIX Q) STATE AND LOCAL LAW DISCLAIMER

(APPENDIX R) INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

(APPENDIX S) WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

APPENDIX A

LETTER OF CONFIRMATION OF LOCAL MATCH AND OPERATING EXPENSES

This is to confirm that _____ will provide the necessary (Agency Name) match of 20% for Capital Projects or 50% for Operating Expenses when requested and that _____ will provide the necessary and appropriate (Agency Name) funding for continued operating expenses for this Section 5310 projects.

Authorizing Signature

APPENDIX B

AUTHORIZING RESOLUTION/ORDINANCE

WHEREAS, the Missouri Department of Transportation is authorized to make grants for Enhanced Mobility of Seniors and Individuals with Disabilities transportation projects; and,

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

WHEREAS, it is the goal of the applicant to provide the best transit project that can be provided with the funds available.

NOW THEREFORE, be it resolved by _____
(legal name of organization)

_____ as follows:

That the President or Chairperson is authorized to execute grant contract agreements with the Missouri Department of Transportation for aid in financing of a Section 5310 assistance project.

Adopted this _____ day of _____, 20_____.

Date _____

Signature _____

(President or chairperson)

Type Name _____

Title _____

Attest:

(Secretary to board)

Typed Name _____

APPENDIX C

Section 5310 STANDARD ASSURANCES

Legal Name of Organization: _____

The applicant organization hereby agrees to the following Standard Assurances pursuant to the Section 5310 program:

1. It has legal authority to apply and receive a capital or operating assistance grant.
2. It will comply with all applicable requirements of FTA Circular 4704.1, Equal Employment Opportunity Policy and Requirements for grant recipients.
3. It will comply with all requirements of Title VI, Civil Rights Act of 1964, with FTA Circular 4702.1B, Interim Guidelines for Title VI -Information Specific to FTA Programs, and with 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
4. Its programs will be conducted or its facilities operated in compliance with all requirements imposed by or pursuant to 49 CFR Parts 27, 37 and 38, Transportation for Individuals with Disabilities: Final Rule.
5. It will comply with all applicable provisions with the Missouri Property Management Standards for Section 5310.
6. It will give FTA and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will operate and maintain any facility or equipment constructed or purchased as part of a Federal grant in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and Local agencies for the maintenance and operation of such facilities.
8. It recognizes FTA's and MoDOT's authority to conduct audits for the purpose of verifying compliance with the requirements and stipulations stated above.
9. Based on information submitted in the applicant organization's application, the service provided or offered to be provided by existing public or private transit operators are unavailable, insufficient or inappropriate to meet the special needs of elderly or disabled persons with the service area.
10. Private transit and paratransit operators have been offered a fair and timely opportunity to participate to the maximum extent feasible in the provisions of the proposed special transportation services for elderly and disabled.
11. Projects in urbanized areas are included in the Annual Element of the local Transportation Improvement Program.

12. The applicant organization possesses the necessary fiscal and managerial capabilities to implement and manage its proposed project.

13. The applicant organization has or will have the required non-federal cash match for the project or such match will be provided in whole or in part from other state, local or private sources.

14. The applicant organization is considered under state law as a private nonprofit organization or public entity and has the legal capacity to contract with the state to carry out the proposed project.

15. The applicant organization has or will have by the time of delivery sufficient funds to operate the vehicles and equipment to be purchased under this project.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX D

CHARTER BUS REQUIREMENTS 49 U.S.C. 5323(d) 49 CFR Part 604

Charter Service Operations – The Applicant agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 and any Charter Service regulations or FTA directives that may be issued, except to the extent FTA determines otherwise in writing.

The Applicant understands and agrees that:

- 1 The charter service it or its subrecipients, lessees, third party contractors, or other participants in the Project provide;
- 2 The definitions of FTA's Charter Service regulations will apply to the Applicant's charter operations, and;
- 3 A pattern of violations of FTA Charter Service regulations may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the Project from receiving Federal financial assistance from FTA, or withholding an amount of Federal Assistance as set forth in Appendix D of FTA's Charter Service regulations.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX E

SCHOOL BUS REQUIREMENTS 49 U.S.C. 5323(F) 49 CFR Part 605

School Bus Operations -Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX F

ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq. 49 CFR Part 18

Energy Conservation - The Applicant 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.

Date _____

Signature _____
(President or chairperson)

Type Name

Title

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX G

CLEAN WATER REQUIREMENTS 33 U.S.C. 1251

Clean Water:

1 The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2 The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX H

LOBBYING 31 U.S.C. 135249 CFR Part 1949 CFR Part 20

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

-Lobbying Certification and Disclosure of Lobbying Activities for third party Applicants are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

-Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that Applicants file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

-Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Applicant, _____, certifies or affirms the truthfulness and
Agency name

accuracy of each statement of its certification and disclosure, if any. In addition, the Applicant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX I

FEDERAL CHANGES 49 CFR Part 18

Federal Changes -Applicant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (21) dated October 2014) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Applicant's failure to so comply shall constitute a material breach of this contract.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX J

CLEAN AIR 42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

Clean Air

1. The Applicant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Applicant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Applicant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX K

NO GOVERNMENT OBLIGATION TO THIRD PARTIES No Obligation by the Federal Government.

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

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

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX L

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 31 U.S.C. 3801 et seq. 49 CFR Part 31 18 U.S.C. 1001 49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

1 The Applicant 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 Applicant 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 Applicant 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 Applicant to the extent the Federal Government deems appropriate.

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

3 The Applicant 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 sub-Applicant who will be subject to the provisions.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX M

TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

Termination for Convenience (General Provision)

The Missouri Department of Transportation (MoDOT) may terminate this contract, in whole or in part, at any time by written notice to the Applicant when it is in the Government's best interest. The Applicant shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Applicant shall promptly submit its termination claim to MoDOT for payment. If the Applicant has any property in its possession belonging to MoDOT, the Applicant will account for the same, and dispose of it in the manner MoDOT directs.

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

If the Applicant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Applicant fails to perform in the manner called for in the contract, or if the Applicant fails to comply with any other provisions of the contract, MoDOT may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Applicant setting forth the manner in which the Applicant is in default. The Applicant will only be paid 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 MoDOT that the Applicant 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 Applicant, MoDOT, after setting up a new delivery of performance schedule, may allow the Applicant to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision)

MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the Applicant [thirty (30) to sixty (60) days, depending on severity] 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 Applicant fails to remedy to MoDOT's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Applicant or written notice from MoDOT setting forth the nature of said breach or default, MoDOT shall have the right to terminate the Contract without any further obligation to Applicant. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against Applicant and its sureties for said breach or default.

TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F -Continued

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

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX N

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) 49 CFR Part 29 Executive Order 12549

Instructions for Certification

1. By signing and submitting this application, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, (Recipient) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to (Recipient) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact (Recipient) for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by (Recipient).
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, (Recipient) may pursue available remedies including suspension and/or debarment

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

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX O

CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights -The following requirements apply to the underlying contract:

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

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

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

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

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

The following information is required by the Federal Transit Administration. The economic/racial/ethnic composition of your governing body or riders will not be considered as a factor in awarding grants.

Our governing body (board of director, city council, etc.) is made up predominantly of minority and/or low-income individuals. ☐ **Yes** ☐ **No**

Potential riders/clients of our transportation service will be predominantly minority and/or low-income individuals. ☐ **Yes** ☐ **No**

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX P

BREACHES AND DISPUTE RESOLUTION 49 CFR Part 18, FTA Circular 4220.1F Disputes -Disputes arising in the performance of this Contract, which are not resolved by agreement of the parties, shall be decided in writing by the Missouri Department of Transportation (MoDOT), Director, Multimodal Operations. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Applicant mails or otherwise furnishes a written appeal to the Director, Multimodal Operations. In connection with any such appeal, the Applicant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director, Multimodal Operations shall be binding upon the Applicant and the Applicant shall abide by the decision.

Performance During Dispute -Unless otherwise directed by MoDOT, Applicant 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 therefor 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 MoDOT and the Applicant 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 MoDOT is located.

Rights and Remedies -The 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 MoDOT or Applicant 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.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX Q

STATE AND LOCAL LAW DISCLAIMER

State and Local Law Disclaimer -The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

DRAFT

APPENDIX R

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms -The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Applicant shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Date _____

Signature _____
(President or chairperson)

Type Name _____

Title _____

Attest: _____
(Secretary to board)

Typed Name _____

APPENDIX S

WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires:

[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]