

Enhancing Mobility of Seniors and Individuals with Disabilities Program

All applications must be submitted by *July 31, 2025*



OZARKS TRANSPORTATION ORGANIZATION
A METROPOLITAN PLANNING ORGANIZATION

2208 W. Chesterfield Boulevard, Suite 101

Springfield, Missouri 65807

Phone (417) 865-3042 | Fax (417) 862-6013

Federal Transit Administration
49 U.S.C. 5310
Enhanced Mobility of Seniors and Individuals with Disabilities

Faxed or emailed application will not be accepted

Applications will be submitted through [OTO's TIP tool which can be accessed through the OTO website](https://portal.oto.ecointeractive.com/) - <https://portal.oto.ecointeractive.com/>.

Please call or email David Knaut at (417) 865-3042 ex. 107 or dknaut@ozarkstransportation.org, if you need any assistance with the application.

For more information, contact:

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DEADLINES AND DATES

Pre Application workshop:	June 23, 2025, at 2:00pm
Virtual office hour	July 15 th , 2025, at 10:00am
Application due:	July 31, 2025, by 4:00 pm
LCBT Application review:	August 14, 2025 (<i>Tentative</i>)
OTO Board of Director's approval:	<i>September 25, 2025 (Tentative)</i>

SUBMIT APPLICATIONS TO:

Applications will be submitted through [OTO's TIP tool which can be accessed through the OTO website](https://portal.oto.ecointeractive.com/) - <https://portal.oto.ecointeractive.com/>.

As part of this application process, OTO requires that all applicants submit their application(s) online to OTO no later than 4pm on July 31, 2025.

Please call or email David Knaut at (417) 865-3042 ex. 107 or dknaut@ozarkstransportation.org, if you need any assistance with the application.

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QUESTIONS

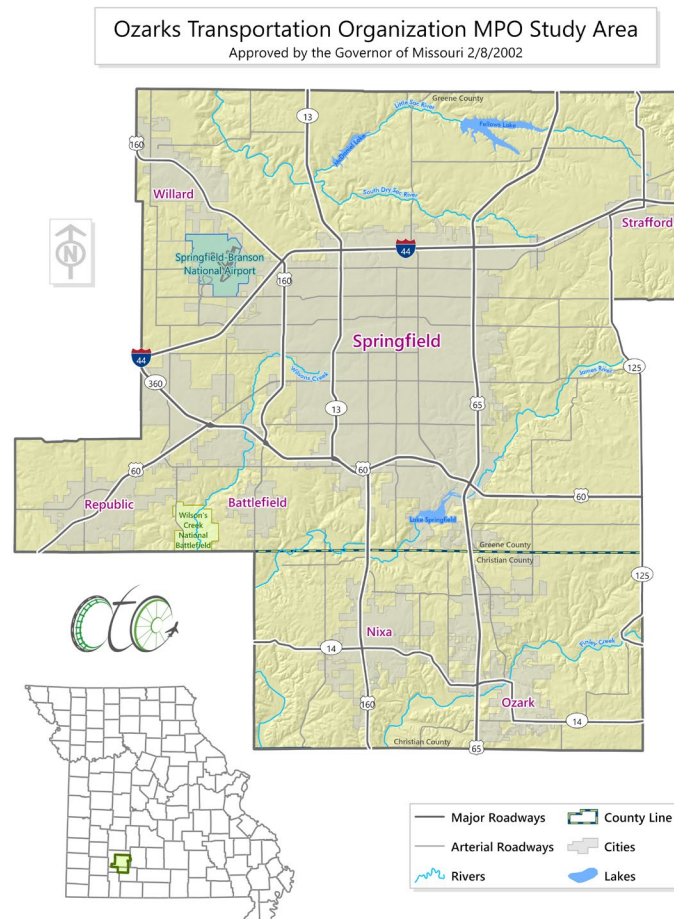
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INTRODUCTION

The purpose of the Section 5310 *Enhancing Mobility of Seniors and Individuals with Disabilities* program is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas, including those over 200,000 population, like the Springfield metropolitan region. The map below depicts the region where service must be provided to be eligible for this funding through the Ozarks Transportation Organization.

Traditionally, this funding has been used to purchase vans and buses for non-profits who serve the elderly and disabled. Projects seeking this funding must address a gap or strategy found in the Transit Coordination Plan. Specific information about eligible projects and applicants is contained in this guidebook.

As part of the application process for 2025, OTO requires that all applicants submit completed applications to the Ozarks Transportation Organization no later than **4pm on July 31, 2025**.



The Ozarks Transportation Organization (OTO) Metropolitan Planning Organization (MPO) is the federally designated regional transportation planning organization for the Springfield, Missouri region. To administer this funding, OTO has partnered with two designated recipients, the Missouri Department of Transportation and City Utilities Transit. All human service agencies awarded this funding will be contacted by MoDOT to complete the process and take delivery of vehicles.

WHO CAN APPLY (ELIGIBLE SUB-RECIPIENTS)

Private non-profit organizations are eligible sub-recipients for traditional FTA 5310 funding. Public entities may also apply if they demonstrate there are no other providers capable of providing the proposed service or that they are best able to coordinate moneys and equipment within the proposed service area. Eligible sub-recipients for other eligible Section 5310 activities include a state or local governmental authority, a private non-profit organization, or an operator of public transportation that receives a Section 5310 grant indirectly through a recipient.

Corporations must include a copy of their Certificate of Good Standing issues by the Missouri Secretary of State and a copy of their federal or state tax exempt letter with their application.

Agencies already having Section 5310 vehicles in service that have not returned Annual Certifications of Use and Vehicle Usage reports to MoDOT from the previous year are not eligible for funding consideration.

ELIGIBLE PROJECT CATEGORIES

There are two categories of eligible projects under the OTO's program:

ELIGIBLE CAPITAL PROJECTS TO BENEFIT HUMAN SERVICE TRANSIT ("TRADITIONAL")

The Federal Transit Administration has established a list of activities as eligible capital projects that meet a minimum 55 percent requirement for traditional funding, see circular FTA 9070.1H. The OTO has chosen to fund only the following activity with "55 percent" funds.

- Additional or replacement vehicles and associated equipment (e.g. buses, vans and minivans, extra seats, heavy-duty wheelchair lift)

Please note that you can only apply for vehicles that are not wheelchair accessible, if you can provide wheelchair accessible service with other vehicles in your existing fleet.

OTHER ELIGIBLE CAPITAL AND OPERATING EXPENSE PROJECTS (35 PERCENT)

In addition to the above required projects, 35 percent of OTO's program apportionment may be utilized for additional public transportation projects. Examples include this non-comprehensive list of projects that enhance paratransit activities beyond minimum ADA requirements:

- Expansion of paratransit service beyond the three-fourths mile required by ADA
- Expansion of current hours of ADA paratransit operation
- Incremental cost of providing same day service
- Incremental cost of door-to-door service
- Enhance level of service by transit escort or assisting riders to destination
- Vehicles or labor to accommodate mobility aids exceeding standard ADA wheelchairs
- Additional securement location in public buses beyond ADA requirements
- Accessibility improvements to transit and intermodal stations (non-key stations)
 - Accessible pathways include: curbcuts, sidewalks, accessible pedestrian signals of other features, including: elevators, ramps, detectable warnings, improving signage, wayfinding technologies, other technology improvements, and Intelligent Transportation Systems;
- Travel training

- Vehicles to support ADA taxi, rideshare, and/or vanpooling programs
- Administration and expenses related to new voucher programs
- Supporting volunteer driver and aid programs

ADMINISTRATIVE EXPENSES FOR MODOT, CITY UTILITIES, AND OTO

Up to 10 percent of the recipient’s total fiscal year apportionment may be used to fund program administration costs, including administration, planning and technical assistance. Program administration costs may be funded at 100 percent federal share for MoDOT, City Utilities, and OTO only.

ADDITIONAL ELIGIBILITY REQUIREMENTS FOR 5310 FUNDING

In addition to the above eligibility standards, projects seeking 5310 funding must address one of the following strategies in the Transit Coordination Plan.

1. Education
2. Improve Mobility Services and Infrastructure
3. Expand Mobility Services and Infrastructure
4. Regionalize Available Services

View the OTO Transit Coordination Plan at:

<https://www.ozarkstransportation.org/uploads/documents/TCP-2022-Approved.pdf>

AVAILABLE FUNDING

The OTO is making FY 2024, and a balance of FY 2023 funding available for “traditional” capital projects only. Fifty-five percent of program funds must be used on capital or “traditional” 5310 projects. At least 35 percent is for other “nontraditional” projects, as defined in FTA Circular 9070.1H. Finally, up to ten percent of available funding can be put towards administrative costs. Administrative funding is allocated proportionately between traditional and non-traditional project categories. Administrative funding can be put towards actual project costs. The table below shows this breakdown based on project type.

Project Type	Funding Available
Traditional	\$233,058*
Administration	\$25,240*
Non-Traditional	\$144,555*
Administration	\$16,062*

** Estimate*

PROJECT RATING GUIDELINES

ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES (FTA Section 5310) program provides grant funds to urbanized areas for public transportation and allows investments in vehicles, capital projects and operating assistance that are planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities.

GOAL: To create and maintain a safe, accessible, and energy efficient metropolitan area transit system that will enhance the region's livability and assure its economic vitality.

POLICY: It is the policy of the Ozarks Transportation Organization to comply with the Federal Transit Administration's guidance for the Enhanced Mobility of Seniors and Individuals with Disabilities (5310) program, this guidance requires a minimum of 55 percent of the apportionment to be allocated capital purchases for Human Service agencies, therefore until such time as found to be no longer in the organization's best interest, the OTO shall allocate 55 percent to human service organizations for the purchase of capital projects as outlined in the FTA C 9070.1H and 35 percent for capital and operation expense and beyond the ADA requirements as defined in the CFR, and 10 percent shall be designated for administration of the program. Eligible recipients of FTA Section 5310 funding shall apply for eligible project funding that includes vehicles, capital projects and operating assistance under FTA Section 5310 program.

PROCEDURE: An application furnished by the OTO must be submitted per solicitation guidelines. FTA Section 5310 project requests shall be analyzed based on the considerations and ranked. Each application will be scored by the Project Evaluation Criteria listed below. This score will be used as a recommendation to the OTO Board of Directors. The OTO Board of Directors will be the final decision-making body for the project selection and decision.

PROJECT EVALUATION CRITERIA

The OTO's Local Coordinating Board for Transit (LCBT) is responsible for developing and scoring applications for Section 5310 funding. The LCBT is made up of local public transportation providers and human service agencies.

EVALUATION CRITERIA

Each project will be evaluated based on twelve different scoring criteria. These criteria are drawn from the needs identified and the goals set in the OTO's Transit Coordination Plan. The points allocated to each criterion is a reflection of each criterion's importance, as judged by the LCBT.

Max Points Possible	Evaluation Criteria
15	This project replaces an existing vehicle to maintain current services
10	This project supports services of established agencies
10	This project will lead to an increase in the agency's ADA amenities offered
10	This project will provide service to an area not previously served

Max Points Possible	Evaluation Criteria
5	This project provides for an increased number of passengers served per week
5	This project will create new intercity connections
5	This project will expand transit access at night and on weekends
5	This project expands ADA accessibility to public transportation
5	Agency has not been awarded a vehicle in the past two years
5	This project is in alignment with the themes and strategies identified in the Transit Coordination Plan
3	This project will offer same day transit service
2	This project will offer flexible scheduling options
80	Total

Note: It is the responsibility of the transit provider to include all information needed for the board to assess how each project applies to these criteria.

PARTIAL AWARDS

Based on the final scores and available funding amounts, partial awards may be possible. Applicants may receive fewer vehicles than requested or for only certain programs. These decisions are made at the recommendation of LCBT and the discretion of the OTO Board of Directors.

MATCHING REQUIREMENTS

Federal Match: Eligible capital costs shall be funded up to 80 percent of the net cost of the activity. The eligible operating costs may not exceed 50 percent of the net operating costs of the activity.

Local Match: The eligible capital costs shall not be less than 20 percent of the net cost of the activity. The local share may be from a cash fund or reserve, a service agreement with a State or local service agency or private social service organization, or new capital. More detailed information can be found in FTA Circular 9070.1H, page III-8.

Please submit a letter of confirmation of local match and operating expenses for each project as indicated by Appendix A.

TENTATIVE DELIVERY TIMELINES

Agencies should be aware that vehicle delivery can take up to 36 months (or more with current situation) from the application deadline. Once OTO and the Local Coordinating Board for Transit review and select projects, the awards must be programmed in the Transportation Improvement Program and be submitted to FTA. Then agreements will be put into place between the local agency and the Missouri Department of Transportation before a purchase order is made. Vehicle production, inspection, and delivery is currently unknown at this time.

COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 is a Federal law that protects individuals and groups from discrimination on the basis of race, color, and national origin in programs and activities that

receive Federal financial assistance. Reference to Title VI includes other civil right provisions of Federal statutes and related authorities to the extent they prohibit discrimination in programs and activities receiving Federal financial assistance.

APPLICANTS All applicants are required to execute the standard Civil Rights Assurances and will have a MoDOT approved Title VI plan. Recipients of Section 5310 assistance are monitored for civil rights compliance during onsite reviews.

OZARKS TRANSPORTATION ORGANIZATION Instruction on how to file a complaint with OTO can be found at <https://www.ozarkstransportation.org/our-resources/civil-rights>. All complaints must be submitted in writing to the OTO Title VI/ADA coordinator. For more information about how to file a Title VI complaint please contact the OTO Title VI Coordinator at (417) 865-3047 x107. Complaints must be signed by the complainant and shall state all facts and circumstances surrounding the alleged discrimination.

APPLICATION INSTRUCTIONS

In completing the responses to each Section, please refer to how the project addresses the relevant Evaluation Criteria listed on the Funding Score Sheet found on page 19 of the Guidebook.

The application is to be [submitted online](#). Please review all required information before completing the application. The following items will need to be uploaded as part of the application process, and these are identified throughout these instructions as well as each relevant point in the application itself. Uploads may not exceed 250 MB per file. More information on how to upload files is included later in the guidebook. These items will also be **highlighted** throughout these application instructions.

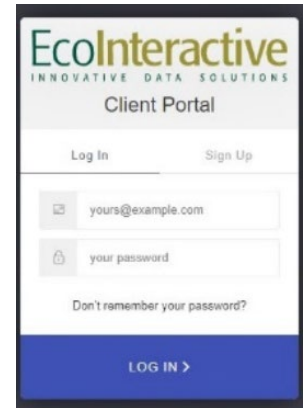
- Resolution of Support – The applicant needs to provide a resolution of support from their governing body, including letter of confirmation of local match
- Federal or State Exempt letter
- Insurance Information – Applicants for vehicle purchases need to provide insurance carrier, amount of coverage and premium rate
- Proof of audits or financial statements 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
- Current Certificate of Good Standing from the Missouri Secretary of State
- Signed Acknowledgement of FTA 5310 Standard Assurances (appendix C). Please note that applicants will have to sign a program agreement with MoDOT including federal clauses and FTA certification and assurances prior to ordering a vehicle. Appendix D is given as an example of what these required clauses and assurances look like.

Getting Started

Applications will be submitted through [OTO's TIP tool which can be accessed through the OTO website](https://portal.oto.ecointeractive.com/) - <https://portal.oto.ecointeractive.com/>. You will need to login to the Client Portal to submit an application. If you don't already have a login, click sign-up to request access. You can also reset your password from this page.

Signing up

The system will ask you to set up email and login credentials.



Organization

You will then be requested to select the organization you represent. If you do not see your organization listed, please email David Knaut at dknaut@ozarkstransportation.org.

Requested Plans

You will need to select an organization to see the options for Requested Plans. You will have the choices of TIP and CFP. To submit an application, you must select **CFP**.

Requested Access Level

If you will be submitting or collaborating on an application, select Sponsor as an access level. Sponsors will be able to see all applications associated with a single Organization, as selected earlier during registration.

Requested Project Access

Select My Organization's Projects. Be sure to complete the Captcha and click Create Account. OTO staff will be notified of the request for account access and will review/approve the new account. You will then receive an email to confirm your information and then you should be able to login.

Once you have successfully logged in, you will see your organization's dashboard. From there, you can submit an application by clicking the new project button in the top right corner. For Plan Cycle, please select "CFP/CFP 2025 - Transit" and for Plan Revision please select "June 2025 Transit."

A screenshot of the ProjectTracker sign-up form. The header says 'ProjectTracker' and 'Sign up by filling in your personal details.' Below this are several input fields: 'Email *' with a red asterisk and a red error message 'Please provide a valid email'; 'First Name *' and 'Last Name *' with red asterisks; 'Password *' with a red asterisk and a red error message 'Please create a valid password - Use 8 to 30 characters with a mix of letters, numbers & symbols'; 'Confirm Password *' with a red asterisk; 'Phone Number *' with a red asterisk; 'Organization *' with a red asterisk and a dropdown menu; 'Requested Plans *' with a red asterisk and a dropdown menu; 'Requested Access Level *' with a red asterisk and a dropdown menu; and 'Requested Project Access *' with a red asterisk and a dropdown menu. Each field has a placeholder text and a red error message.

In the next step, please provide a unique title/name for the project, select project type “Transit Capital” applicant’s agency, and provide a brief description of the project. Please note that the project title and description can be edited before submittal, but it is important that applicant select the correct agency because projects are only visible to the submitting agency.

Once an applicant has created a project, they will be brought to a webpage where additional information can be provided. This information is organized by tabs across the top, described in more detail below.

PROGRAMMING

The first tab is the Programming tab. In the Programming tab, the title and the description of the project can be edited under “Project Information” and applicant should select the county(s) of the Project (multiple selections are possible) and the “transit project subcategory traditional (e.g. Vehicle)” if you apply for a vehicle or “non” traditional for all other projects. You do not need to complete the “all other project types subcategory (non-transit)” field.

In the location information section, applicant should enter the system “transit” and then enter “N/A” for location type. The other fields can be left blank, if the application is for a vehicle.

Applicants will also enter the funding amounts under Programming Information. In the upper right corner of the Programming Information section, select “CAP” for capital and then click “add row” and select the fiscal year (FY) “2026” under “CFP Years - CFP 2025 - Transit” and the funding type (Federal or local) and enter the amounts. Please ensure that you provide at least 20% of the total funding as local match. Estimated pricing information will be available on OTO’s website: <http://www.OzarksTransportation.org/what-we-do/transit>

Applicants will also need to provide a short narrative under Change Reason Details. This feature will allow applicants to reuse their application for future funding rounds if needed.

Obligation

Applicant may skip this tab.

MAP

Under the Map tab, applicants can draw the location of their project. Applicants will zoom in to the project location(s) and select to draw a point, line, or polygon showing the extent of the project. Click once to start drawing and double-click to finish a line or polygon. Applicants will be able to draw multiple points, lines, or polygons on the same map. If there is a need to redraw a project, click on the cursor symbol, and then select the project location and delete it or adjust the vertices. Applicants for projects under the “traditional” section should use the polygon function to draw their service area and a second or third polygon if the project increases their service area. Applicants can also choose lines if a vehicle is used for a certain route or points if new areas are limited to certain locations such as clients or specific cities.

Applicants for project under the “non-traditional” section that are addressing accessibility improvements to transit should provide locations of stops where improvements are planned.

IDs/Contacts

Applicant may skip this tab.

Attachments

Under the attachments tab, applicants can upload required documents, including copy of federal or state tax exempt letter, required federal standard assurances documents, insurance information, proof of audits or financial statements, letters of support, resolutions, certificate of good standing, Title VI plans and supplemental backup information, including pictures and additional maps. Please select the document type after file has been uploaded.

Please include a **resolution of support** from the project sponsor and any co-sponsors, including the amount of financial contribution from co-sponsors (if applicable).

Applicant must provide **funding commitment documentation** such as resolutions, letters, or ordinances including funding amounts if project is awarded.

DOC DATE :	DESCRIPTION :	TYPE :	FILE NAME :	FILE SIZE :	UPLOADED BY :	UPLOADED DATE :
05/01/2025	Certificate of Good Standing.pdf	Select a Document Type Agreement Application Correspondence Informational Map Other Picture Resolution	Certificate of Good Standing.pdf	1.42 MB		

Revision History

Informational, applicant may skip this tab.

PROJECT QUESTIONS

The Project Questions Tab will show applicant if required questions are not completed. Click on the tab to enter the information for each question. Please complete all the questions and enter N/A if a question is not applicable to your project.

SECTION A APPLICANT INFORMATION (10 POINTS)

It is important to accurately list the project sponsor's contact information so that they may be contacted with questions relating to the project proposal.

See Page 4 of guidebook for eligible applicants.

Ten points are available for applications which support the service of an established agency. The Local Coordinating Board for Transit will score this section based on the project description and the answer to question 6 of Section A.

SECTION B FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARACENY INFORMATION (FFATA) (0 POINTS)

Applicants are asked to provide required federal information such as the unique entity identifier, federal employer identification number (FEIN) and the US congressional district for the area of the project.

SECTION C TITLE VI/ NONDISCRIMINATION PLAN (0 POINTS)

Applicants are asked to provide information regarding their Title VI/ nondiscrimination plan. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., is a federal regulation providing that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance.

Applicants are not required to have a Title VI plan when applying for funds but will have to create a plan before completing an agreement with the Missouri Department of Transportation (MoDOT) for the purchase of a vehicle.

If applicable, Applicants are asked to provide a link to their website where the current plan is posted **or can upload the Title VI plan** in the attachment tab.

SECTION D PROJECT TYPE (20) POINTS

Applicants are asked to provide information on their project type. For projects under the "traditional" section applicants are asked to provide information on the vehicle(s) they are applying

for. Required information includes vehicle type, quantity and price based on MoDOT's available vehicles, and whether the vehicle is replacing a current vehicle in the fleet or if the purchase is for an additional service vehicle. If applicant is applying for vehicle replacements, they should provide information like mileage and age of the vehicle that will be replaced.

Possible floor plan(s) and estimated pricing information is available on OTO's website:

<http://www.OzarksTransportation.org/what-we-do/transit>

For projects under the "non-traditional" section that do not include the purchase of a vehicle, applicants can enter N/A for all questions related to vehicles.

Fifteen points are available for applicants who replace a vehicle to maintain current service and an additional five points are available for applicants that have not been awarded a vehicle in the past two years.

Please note: if applicant is applying to replace a vehicle that was purchased with prior federal funds, such vehicle needs to meet the federal and/ or state targets for useful life of a vehicle.

SECTION E PROJECT DESCRIPTION (50 POINTS)

American with Disabilities Act (ADA) amenities: Applicants should answer and describe how the proposed project would increase ADA amenities offered by their agency.

An example for ADA amenities would be the number of vehicles which are wheelchair accessible or the number of wheelchair spots on a vehicle compared to the vehicle that would be replaced. Other ADA amenities could include enhanced securement systems for wheelchairs or other features that enhance the accessibility of services to people with disabilities.

Up to Ten points are available for projects that increase ADA amenities offered by their agency.

Increased service: Applicants should answer and describe if and how the proposed project provides services to an area not previously served and if and how the project will lead to an increased number of passengers served per week. Please note that projects funded through OTO's call for project need to start or end within the OTO area.

Ten points are available for projects that provide service to an area not previously served and five points are available for projects that increase the weekly passengers that being served.

Alignment with Transit Coordination Plan: Applicants should answer and describe how the proposed project aligns with the themes and strategies identified in OTO's current Transit Coordination Plan. Applicants are first asked to identify which actions from the plan the project meets with a follow-up question to explain how the project meets the selected action items. Applicants are encouraged to describe any other ways the project would align with the Transit Coordination Plan.

Five points are available for projects that expand transit access at night and/or weekends, three points are available for projects that will offer same day transit services, and two points are available with projects offering flexible scheduling options. These three action items align with the

plan's strategy to improve mobility services and infrastructure. A project provides same day transit services if a customer or client can book and ride a trip on the same day. Flexible scheduling options should include scheduling options that allow spontaneous trip taking, such as will-call return options for a scheduled trip or offering alternative times or days for travels.

Five points are also available for projects that expand ADA accessibility to public transportation. This action item aligns with the plans to expand mobility services and infrastructure. An example of expanded ADA accessibility to public transportation could be that a vehicle is used to transport individuals with disabilities from public transportation facilities to an employer or other facility that is not serviced by public transportation.

Up to five points are also available for projects that create new intercity connections. Creating new intercity services aligns with the plan's strategy for regionalizing available services and would include regular services between different communities that currently do not have a regular service on that day or where there is a need for intercity services that are currently not met.

Up to five points are also available for projects that can provide additional information on how the project would meet themes and strategies identified in the Transit Coordination Plan. The LCBT will award points for this based on the descriptions given under question 8 of section E (Project description).

SECTION F SIGNATURE/ APPLICATION AGREEMENT

All applications must be signed to be considered. Applications are considered signed by electronically acknowledging the below application agreement at the end of the list of Application Questions. Applicants must also complete the document checklist prior to the application agreement. Please make sure you upload **signed acknowledgement of FTA standard assurances (appendix C)**.

**1. Please acknowledge the following ***

We, the Submitter:

- Hereby submit this project application to the Ozarks Transportation Organization (OTO) for approval of the project concept.
- Understand that the Funding for FTA 5310 grant program, is administered by the Missouri Department of Transportation (MoDOT) and the agency has to sign a program agreement with MoDOT including required federal clauses prior to ordering the vehicle.
- Understand that by accepting funds through the MoDOT's 5310 program that the agency has to submit information and reports to MoDOT as outlined in the state management plan:
https://www.modot.org/sites/default/files/documents/MoDOT%20SMP_FINAL_1.pdf
- Hereby assure OTO and MoDOT that the required match will be available for this project at a time and through a process mutually agreed to by both MoDOT and the local agency(s).
- Understand that the project costs in this proposal are estimates only, and that actual final costs may be more or less than those reflected herein. We understand that any variance in 5310 funded projects will also affect the amount of the required local match and we are prepared to accommodate any additional local matching requirements.
- Hereby assure to follow applicable federal, state and local law for using and maintaining the vehicle.

No Answer

Submittal Instructions

Please submit applications through the online portal by 4pm (CST), July 31, 2025.

Please use the **Application Checklist** on page 18 to help ensure your application is complete.

If you have questions or difficulty submitting your project, please contact David Knaut at 417-865-3042 x107 or via email: dknaut@ozarkstransportation.org.

Applicants need to save changes before exiting the website or before submitting the application. Applicants can “unsubmit” and edit their application prior to the application deadline. However, the application needs to be submitted for review prior to the deadline below:

Application Deadline: 4pm (CST), July 31, 2025

< CFP24-126 Project Title

DRAFT Project not ready to submit. See missing requirements. Revision: Ozarks Transportation Organization / CFP / CFP 2025 - Transit / June 2025 Transit Last edited: David Knaut (05/01/2025)

EDIT SUBMIT FOR REVIEW

PROGRAMMING OBLIGATION MAP IDS / CONTACTS ATTACHMENTS REVISION HISTORY PROJECT QUESTIONS

Project Administration

Plan Revision* Ozarks Transportation Organization / CFP / CFP 2025 - Transit / June 2025 Transit ID* CFP24-126 Award Status - None - Award Notes

A quick way to access previously drafted or submitted projects is through the dashboard. Select “CFP 2025 - Transit” under the Programming section of the dashboard to filter and access your project application(s).

Ozarks Transportation Organization

Project Delivery

Not Started 13 Draft 0 Pending Review 0 Denied 0 Accepted 13

Projects without Updates Updates in Progress Schedules Awaiting Review Schedules Updates Rejected Schedules Updates Approved

Programming

Draft 262 Pending Review 0 Denied 0 Accepted 278 Total Projects 280

CFP 2025	TIP 2025	TIP 2026
1	0	261
0	0	0
0	0	0
0	0	0
0	0	0

Application feedback survey

Since this is a new application process for FTA 5310 section funding, OTO would like to get feedback on your experience of this process, whether you submit an application or not. Please click on the following link to complete a short three question survey: <https://oto-mpo.questionpro.com/t/AMoeDZ6NUO>

APPLICATION CHECK LIST

- _____ Reviewed and completed applicable Appendices A through D.
- _____ Copy of Federal or State tax exempt letter.
- _____ For Vehicles request please include Insurance carrier, amounts of coverage and premium rate.
- _____ Proof of audits or financial statements 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 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** Acknowledgement of Section 5310 Standard Assurances and federal clauses
(see Appendix D for example of FTA certification and assurances and required federal clauses)

5310 Scoring Criteria

Agency Submitting Project: _____

Vehicle Requested: _____

Federal Funds Requested: _____

Relevant Section	Max Points Possible	Evaluation Criteria	Points Awarded
D	15	This project replaces an existing vehicle to maintain current services	
A	10	This project supports services of established agencies	
E	10	This project will lead to an increase in the agency's ADA amenities offered	
E	10	This project will provide service to an area not previously served	
E	5	This project provides for an increased number of passengers served per week	
E	5	This project will create new intercity connections	
E	5	This project will expand transit access at night and on weekends	
E	5	This project expands ADA accessibility to public transportation	
D	5	Agency has not been awarded a vehicle in the past two years	
E	5	This project is in alignment with the themes and strategies identified in the Transit Coordination Plan	
E	3	This project will offer same day transit service	
E	2	This project will offer flexible scheduling options	
	80	Total	

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 ACKNOWLEDGEMENT

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.

16. The applicant has reviewed FTA's standard assurances and federal clauses (**appendix D**) and acknowledges they will need to comply with these requirements.

17. The applicant has to sign a program agreement with MoDOT including required federal clauses and appropriate certification and assurances prior to ordering the vehicle.

Date _____

Signature _____ (President
or chairperson)

Type Name _____

Title _____

Attest: _____ (Secretary
to board)

Typed Name _____

APPENDIX D

Federal Transit Administration (FTA) Certifications and Assurances

(Signature page alternative to signing individual certifications and assurances) Name of

Applicant: _____

The Applicant certifies they have **read and will comply** with the applicable provisions of [Categories 01-20](#).

Category	Description	5310	(initial)
01	Required Certifications and Assurances for Each Applicant.	X	
02	Public Transportation Agency Safety Plans	n/a	
03	Tax Liability and Felony Convictions	X	
04	Private Sector Protection	X	
05	Transit Asset Management Plan, Public Transportation Agency Safety Program, and State Safety Oversight Requirements.	n/a	
06	Rolling Stock Buy America Reviews and Bus Testing	n/a	
07	Urbanized Area Formula Grants Program	X	
08	Formula Grants for Rural Areas	X	
09	Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Improvement).	n/a	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs.	n/a	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs.	X	
12	State of Good Repair Grants	n/a	
13	Infrastructure Finance Programs	n/a	
14	Alcohol and Controlled Substance Testing	X	
15	Rail Safety Training and Oversight	n/a	
16	Demand Responsive Service	X	
17	Interest and Financing Cost	X	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	n/a	
19	Tribal Transit Programs	n/a	
20	Emergency Relief Program	X	

Federal Transit Administration (FTA) Certifications and Assurances

(Signature page alternative to signing individual certifications and assurances)

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

Name and Relationship of the Authorized Representative: _____

BY SIGNING BELOW on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing **U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31**, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____

Date: _____ Authorized Representative of

Applicant

Printed Name: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: _____
Attorney for Applicant

Date _____

Printed Name _____

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within FTA's electronic award and management system, provided the Applicant has on file and uploaded to FTA's electronic award and management system this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Federal Transit Administration (FTA) Federal Clauses

(Signature page alternative to signing individual federal clauses) Name of Applicant:

The Applicant agrees to comply with applicable requirements it has selected as shown on the following pages:

Incorporation of FTA Terms	
No Government Obligation to Third Parties	
Program Fraud and False or Fraudulent Statements and Related Acts	
Notice to FTA and US DOT OIG	
Access to Records and Reports	
Federal Changes	
Civil Rights (EEO, Title VI & ADA)	
Energy Conservation Requirements	
Prohibition on Certain Telecommunications	
Disadvantaged Business Enterprise (DBEs)	
Prompt Payment and Return of Retainage	
Seat Belt Use and Distracted Driving	
Special Notification Requirements for States	
Fly America	
Cargo Preference	
Privacy Act- Freedom of Information	
Termination Provisions	
Trafficking in Persons	
Federal Tax Liability and Recent Felony Convictions	
Government-wide Debarment and Suspension	
Lobbying	
Clean Water	
Clean Air	
Buy America	
Resolution of Disputes, Breaches, or other Litigation	
Contract Work Hours/ Safety Standards	
ADA Access	
Charter Service	
School Bus	

By signing below, I declare the applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance.

Signature: _____ Title: _____ Date: _____

INCORPORATION OF FTA TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by FTA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FTA, as set forth in the FTA Master Agreement, 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 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any of MoDOT's requests which would cause MoDOT to be in violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

MoDOT and subrecipient 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 MoDOT, subrecipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

The subrecipient agrees to include the above clause in each contract 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 contractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. 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 subrecipient 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 the work is being performed. In addition to other penalties that may be applicable, the subrecipient 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 to the extent the Federal Government deems appropriate.

The subrecipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the subrecipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL

If a current or prospective legal matter that may affect the Federal Government emerges, the subrecipient must promptly notify MoDOT.

The subrecipient must also promptly notify MoDOT, if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from MoDOT. 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, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. 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.

This responsibility occurs whether the Project is subject to this Agreement or another agreement funded by the federal government, or an agreement involving a principal, officer, employee, agent, or

subcontractor of the Contractor.

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 subrecipient. In this paragraph, "promptly" means to refer information without delay and without change.

The subrecipient must include an equivalent provision in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

ACCESS TO RECORDS AND REPORTS

The following access to records requirements applies to this Contract:

Record Retention. The subrecipient will retain and will require its contractors at all tiers to retain, complete and readily accessible records related in whole or in part to this contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

Retention Period. The subrecipient agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. Subrecipient shall maintain all books, records, accounts, and reports required under this contract for a period of not less than 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. The expiration or termination of this contract does not alter the record retention or access requirements of this Section.

Access to Records. The subrecipient agrees to provide sufficient access to FTA, MoDOT, and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. Subrecipient agrees to permit FTA, MoDOT, and its contractors access to the sites of performance under this contract as reasonably may be required.

Closeout. The expiration or termination of this contract does not alter the record retention or access requirements of this federal clause.

FEDERAL CHANGES

Subrecipient 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 FTA Master Agreement, as they may be amended or promulgated from time to time during the term of this contract. Subrecipient's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

Under this Contract, the subrecipient shall at all times comply with the following requirements and shall include these requirements in each contract entered into as part hereof.

1. *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.
2. *Prohibit discrimination against employment.* Title VII of the Civil Rights Act of 1964, as amended,

3. *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,” and 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
4. *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.
5. *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.

EQUAL EMPLOYMENT OPPORTUNITY

The following equal employment opportunity requirements apply to this contract:

Nondiscrimination. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e et seq., and federal transit laws at 49 U.S.C. § 5332, the subrecipient 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. chapter 60. The subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, and sexual orientation. Such action shall include, but not be limited to, the following: employment, promotion, 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 subrecipient agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 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. section 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. section 5332, the subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the subrecipient agrees to comply with any implementing requirements FTA may issue.

Disabilities. In accordance with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the subrecipient agrees to 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, and any implementing requirements FTA may issue. The subrecipient will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

The subrecipient agrees to include the requirements of this article in each subcontract under this contract, modified only to identify the subcontractor that will be subject to the provisions.

ENERGY CONSERVATION REQUIREMENTS

The subrecipient 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, as amended, 42 U.S.C. § 6321 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

Prohibition on certain telecommunications and video surveillance services or equipment. (a) MoDOT and its subrecipients are prohibited from expending FTA funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment 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.

DISADVANTAGED BUSINESS ENTERPRISE (DBE). PROMPT PAYMENT. RETURN OF RETAINAGE PAYMENTS

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The subrecipient shall carry out applicable requirements of 49 CFR Part

26 in the award and administration of this DOT-assisted contract. Failure by the subrecipient 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 MoDOT deems appropriate, which may include, but is not limited to: Withholding monthly progress payments, assessing sanctions, liquidated damages; and/or disqualifying the subrecipient from future funding opportunities. Each third party contract the subrecipient signs with a contractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Prompt Payment. The subrecipient agrees to ensure that each prime contractor agrees to pay each subcontractor under its contract for satisfactory performance of its subcontract no later than fifteen (15) days from the receipt of each payment the Contractor receives.

Return Retainage Payments. The subrecipient agrees further to ensure that the prime contractor returns retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval. This clause applies to both DBE and non-DBE subcontracts. The subrecipient must ensure that the prime contractor promptly notifies it, whenever a DBE subcontractor performing work related to the prime 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 subrecipient must ensure that a prime 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 subrecipient.

Finally, for contracts with defined DBE contract goals, the subrecipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the prime contractor obtains the subrecipient's written consent; and that, unless the subrecipient's consent is provided, the prime 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).

It is the policy of MoDOT 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.

SEAT BELT USE AND DISTRACTED DRIVING

The subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by adopting and promoting 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 subrecipient 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 the Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Project, or when performing any work for or on behalf of the Project.

The subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

The subrecipient agrees to include the preceding in its contracts at each tier, and encourage its contractors to comply with these provisions.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

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.

The State will 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, and
6. Other publications.

FLY AMERICA REQUIREMENTS

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

CARGO PREFERENCE REQUIREMENTS

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

PRIVACY ACT AND FREEDOM OF INFORMATION ACT

The subrecipient agrees that the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended, applies to most information submitted to FTA and U.S. DOT, whether electronically or in typewritten hard copy.

Records. The subrecipient agrees that all applications and materials it submits to MoDOT that are related to its Award have or will become federal agency records and are or will be subject to FOIA and to public release through individual FOIA requests, unless FTA determines that a valid exemption under FOIA or another statute applies. The subrecipient understands that the requirements of the Privacy Act,

including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The subrecipient also agrees to include these requirements in each contract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

TERMINATION

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

Termination for Default: MoDOT may, by written notice of default to the subrecipient, terminate the whole or any part of this contract if the subrecipient fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or if the subrecipient fails to perform any provision of the contract, in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as MoDOT may authorize in writing) after receipt of notice from MoDOT specifying such failure. If the contract is terminated in whole or in part for default, MoDOT may procure, upon such terms and in such manner as MoDOT may deem appropriate, supplies or services similar to those so terminated. The subrecipient shall be liable to MoDOT for any excess costs for such similar supplies or services and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

1. Upon termination of the contract, MoDOT shall pay only such costs that result from obligations which were properly incurred by the subrecipient or their contractor before the effective date of termination; and
2. Such costs as would be allowable if the contract were not terminated or expired normally at the end of the contract. Except with respect to defaults of contractors, the subrecipient shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the subrecipient. If the failure to perform is caused by the default of a contractor, and if such default arises out of causes beyond the control of both the subrecipient and contractor, and without the fault or negligence of either of them, the subrecipient shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the contractor were obtainable from other sources in sufficient time to permit the subrecipient to meet the required delivery schedule. Payment for completed supplies delivered to and accepted by MoDOT shall be at the contract price. MoDOT may withhold cash payments from amounts otherwise due the subrecipient to pay for goods and services deemed by MoDOT to be necessary to protect MoDOT against loss due to default by subrecipient or because of any lien or claim of lien.

MoDOT shall be entitled to take other remedies that may be legally available. If, after notice of termination of subrecipient's work pursuant to this contract, it is determined for any reason that the subrecipient was not in default, or that its default was excusable, or that MoDOT is not entitled to the remedies against subrecipient provided herein, then the subrecipient's remedies against MoDOT shall be the same as and limited to those afforded to the subrecipient set out in the section entitled "Disputes". In the event MoDOT elects to waive its remedies for any breach by the subrecipient of any covenant, term or condition of this contract, such waiver shall not preclude MoDOT from pursuing all available remedies for any succeeding breach of that or any other term, covenant, or condition of this contract.

Opportunity to Cure: MoDOT in its sole discretion may, in the case of a termination for breach or default, allow the subrecipient 10 days 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 the subrecipient fails to remedy to MoDOT's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by the subrecipient of 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 subrecipient. Any such termination for default shall not in any way operate to preclude MoDOT from also pursuing all available remedies against the subrecipient and its sureties for said breach or default. If it is later determined by MoDOT that the subrecipient 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 subrecipient, MoDOT, after setting up a new delivery of performance schedule, may allow the subrecipient to continue work, or treat the termination as a termination for convenience.

TRAFFICKING IN PERSONS

As required with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, 22 USC § 7104(g) and OMB regulatory guidance, "Award Term for Trafficking in Persons," 2 CFR Part 175, per US OMB's direction.

The subrecipient agrees that it and its employees that participate in this award, may not:

Engage in severe forms of trafficking in persons during the period of time that MoDOT's Award is in effect, procure a commercial sex act during the period of time that MoDOT's Award is in effect, or use forced labor in the performance of MoDOT's award or any subagreements thereunder.

The subrecipient must notify MoDOT and FTA immediately of any information it receives from any source alleging a violation of the prohibitions listed in Section 4(f)(4) of the FTA Master Agreement.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. As required with Section 4 (g) of the FTA Master Agreement, the subrecipient by signing and submitting this agreement certifies as follows: 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
2. Was not convicted of a felony criminal violation under any Federal law within the preceding 24 months.
3. If a prospective Third-Party Participant cannot so certify, the subrecipient agrees to refer the matter to MoDOT and not to enter into any Third-Party Agreement with the Third Party Participant without MoDOT's written approval.

The subrecipient will also include this flow-down requirement to all contractors at all lower tiers.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. 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 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the subrecipient verifies that its principals, affiliates, and contractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Excluded or disqualified from participating in a covered transaction;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against them for one of those offenses within that time period;
3. Are 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 § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

For each third-party contract expected to equal or exceed \$25,000, the subrecipient agrees to verify that the bidder is not excluded or disqualified by:

- Checking System for Award Management (SAM) Exclusions (at SAM.gov); or
- Collecting a certification; or
- Adding a clause or condition to the covered transaction

LOBBYING

Subrecipients who apply for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The subrecipient and each of its contractors 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. A Certificate of Compliance will be required as part of the contract, if applicable. The subrecipient, its contractors, and each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to MoDOT.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. The subrecipient agrees to report each violation to MoDOT and understands and agrees that MoDOT will, in turn, report each violation as

required to assure notification to FTA and the appropriate EPA Regional Office. The subrecipient also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

BUY AMERICA REQUIREMENTS

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

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by MoDOT's authorized representative. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, the subrecipient mails or otherwise furnishes a written appeal to MoDOT's authorized representative. In connection with such appeal, the subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of MoDOT's authorized representative shall be binding upon the subrecipient and subrecipient shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute. Unless otherwise directed by MoDOT, subrecipient 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 its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between MoDOT and the subrecipient arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies. Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MoDOT or the subrecipient 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS

This requirement applies to all FTA grant and cooperative agreement programs where applicable (see 40 U.S.C. § 3701), all contracts awarded by the subrecipient 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). 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. 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.

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 subrecipient or contractor 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 subrecipient and any contractor responsible therefor shall be liable for the unpaid wages. In addition, such subrecipient and contractor 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.* MoDOT 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 subrecipient or its contractor under any such contract or any other Federal contract of the subrecipient or 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 subrecipient or the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of the subrecipient or its contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The subrecipient or its contractor 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."

NON-CONSTRUCTION EMPLOYEE PROTECTION

The subrecipient will comply, with the following Federal laws and regulations providing Wage and Hour protections for non-construction employees according to FTA Master Agreement, Section 24(b):

Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act, 40 U.S.C. 3701 *et seq.*, and

U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

ADA ACCESS NONDISCRIMINATION ON THE BASIS OF DISABILITY

The subrecipient agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The subrecipient also agrees to comply with all applicable provisions of §504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C.

§794, which prohibits discrimination on the basis of disability; 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 individuals with disabilities; 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 individuals with disabilities. In addition, the subrecipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise, in writing, as follows:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
4. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 CFR Part 39;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 CFR Part 64, subpart F;
9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
10. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and

12. Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

CHARTER SERVICE The subrecipient agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that MoDOT 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 subrecipient 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 contractor 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 subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

SCHOOL BUS

The subrecipient 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 subrecipient violates this School Bus requirements, FTA may:

1. Bar the subrecipient from receiving Federal assistance for public transportation; or

2. Require the subrecipient to take such remedial measures as FTA considers appropriate. When operating exclusive school bus service under an allowable exemption, the subrecipient may not use federally funded equipment, vehicles, or facilities. The subrecipient should include the substance of this clause in each contract or purchase under this contract that may operate public transportation services.

EXAMPLE