

TECHNICAL SERVICES AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and
THE COUNTY OF LAKE

Contract No.: S5310-2014-09

CFDA No.: 20.513

Federal Project No.: IL-16-X008-01

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This Technical Services Agreement (this "Agreement") is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA"), and the County of Lake, a municipal corporation and body politic formed under the laws of the State of Illinois hereinafter referred to as "Recipient" (also referred to as "Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)¹ as of the later date of execution by the RTA or the Grantee.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects; and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient's application has been reviewed and approved by the RTA;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement (hereinafter referred to as the "Agreement"), to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

¹ This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms "Recipient," "Subrecipient" and "Applicant" interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from 1/01/16 to 12/31/2019.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide ^{50%}~~100%~~ of the aggregate actual cost of all Projects as set forth on Exhibit B, or \$~~163,975.00~~^{163,975.00}, whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

- (1) A justifiable rationale for the revision in a particular Project;
- (2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;
- (3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;
- (4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and
- (5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

ARTICLE V: METHOD OF FUNDING

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

9.2 Allowable Costs.

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

- (1) Execute and submit to the RTA a requisition for approval by the RTA;
- (2) Have submitted all financial, progress, and other reports required by the RTA; and
- (3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at anytime, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF THE RTA TO TERMINATE

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished

pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances or statutes applicable to the Recipient, its officers or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred, and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding \$40,000 shall contain all the clauses pursuant to FTA Circular 4220.1E and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors and manufacturers.

(e) Each third party contract (valued at more than \$100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Electronic and Information Technology Accessibility Standards," 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain preaward approval from the RTA for: (1) any proposed third party contract; (2) any change order with a third party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: SETTLEMENT OF THIRD PARTY CONTRACT DISPUTES OR BREACHES

13.1 The RTA has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third party contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third party contract. The Recipient shall notify the RTA of any litigation pertaining to any third party contract. The RTA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third party contract. If the third party contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT -- SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

16.1 In no event shall the Recipient or any of its employees, agents, contractors or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XVII: NON-COLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and shall not be, represented by any director, officer or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on

future activities, result in an unfair competitive advantage to the third party contractor or recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 5.5(b), 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 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Non Discrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to non-discrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq.*, Federal Transit Law at 49 USC 5332, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 60 *et seq.*, (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 relating to Equal Employment Opportunity,") that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient's eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with

disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq.*, and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, “Improving Access to Services for Persons with Limited English Proficiency,” for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”, *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient’s non-compliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (the “IDHR”), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Recipient's obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR Rules and Regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this section in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq.*; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et seq.*; including any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving

Federal Financial Assistance,” 49 CFR 27; “Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles,” 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR 35; and “Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities,” 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 CFR 64, Subpart F;

(f) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR 609;

(g) U.S. ATBCB regulations “Electronic and Information Technology Accessibility Standards”, 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA's DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA's DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq.*

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of "Clean Fuels Formula Grant Program", 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)", 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation, 49 CFR 655; "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq.* and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts;

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. By executing this Agreement, the Recipient certifies its compliance with this Act as specifically described in subparagraphs (b) and (c) below.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Recipient further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third party contracts and that all such contractors shall certify and disclose accordingly.

ARTICLE XXV PUBLIC RELATIONS

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press, or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

ARTICLE XXVI: SEVERABILITY

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XXVII: ASSIGNMENT AND AGREEMENT

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

ARTICLE XXVIII: AMENDMENT

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXIX: TITLES

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and

associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "federal and state government purposes:"

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third party consultant, or third party subconsultant, either the federal or state government's license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting

from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT and FTA under any patent.

(f) The requirements of sub-sections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement; provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXXI: ETHICS

31.1 Bribery - Non-governmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXII: PRIVACY

32.1 Should the Grantee, or any of its third party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this "Technical Services Agreement," and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Certifications and Assurances

- Exhibit D, Code of Federal Regulations (CFR) – Title 2, Part 200
- Exhibit E, Program Management Plan (PMP)

ARTICLE XXXIV: SPECIAL CONDITIONS

34.1 Service parameters may be modified by the Grantee upon written notification to the RTA, provided that such modifications do not adversely affect project eligibility. The Grantee also agrees to notify the RTA, in writing, of any changes to project partners.

Only trips for Section 5310 eligible seniors and individuals with disabilities may be reimbursed under the terms of the agreement.

ARTICLE XXXV: MISCELLANEOUS

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1650
Chicago, Illinois 60604
Attention: Fluturi Demirovski
- (b) in the case of the Recipient:
Lake County
600 W. Winchester Road
Libertyville, IL 60048
Attention: Emily Karry

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

RECIPIENT: COUNTY OF LAKE

Attest: _____

By: _____
PAULA J. TRIGG

Date: _____

Title: DIRECTOR OF TRANSPORTATION

REGIONAL TRANSPORTATION AUTHORITY

Attest: _____

By: _____
LEANNE P. REDDEN 

Date: _____

Title: EXECUTIVE DIRECTOR

EXHIBIT A
SCOPE OF SERVICES
for
S5310-2014-09

Applicant: County of Lake
RTA Project Number: 2014-710-2820
Project Name: Central Lake & Shields Dial-a-Ride Coordination Project

Project Description:

The Central Lake Partners Coordinated Transportation Service project is an outgrowth of the Lake County Coordinated Transportation Services Committee and Lake County's coordinated paratransit plan funded through the RTA's Subregional Planning program. The service provides expanded dial-a-ride transportation in Lake County townships and municipalities to persons with disabilities and the elderly.

The current project partners include: Fremont Township, Libertyville Township, Shields Township, the Village of Mundelein and the Village of Libertyville.

Only trips for Section 5310 eligible seniors and individuals with disabilities may be reimbursed under the terms of the agreement.

Service parameters: The project locations and origins or destinations are in townships and municipalities within Lake County. The service operates Monday through Friday from 5:30am until 6:45pm.

Location: Lake County

EXHIBIT B
PROJECT BUDGET
for
S5310-2014-09

| | | | | |
|---|-----------------------|----------|--------------|--|
| | Budget Number: | 0 | Date: | |
| Applicant: County of Lake | | | | |

Total Project Budget: \$327,950.00

| RTA Project Number/ Title: | | 2014-710-2820 | Central Lake & Shields Dial-a-Ride Coordination Project | |
|----------------------------|---------------------|---------------|---|----------------|
| | Project Budget | Inkind | Expected Project Funds | |
| | | | Cash | Share |
| RTA | \$163,975.00 | \$0.00 | \$0.00 | 50.00% |
| Local | \$163,975.00 | \$0.00 | \$0.00 | 50.00% |
| Other | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Total: | \$327,950.00 | \$0.00 | \$0.00 | 100.00% |

EXHIBIT C

INSTRUCTIONS FOR CERTIFICATIONS AND ASSURANCES

If your project is funded in any part with federal funds, you (“Applicant” or “Contractor”) must provide certain certifications and assurances required by Federal laws and regulations. Twenty Four (24) Groups of certifications and assurances are listed below. Group 01 applies to all Applicants. Group 02 applies to all applications exceeding \$100,000. Groups 03 through 24 will apply to and be required for some, but not all, Applicants and projects and will be indicated with an “X” as needed.

The RTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which the RTA provides Federal financial assistance through a grant agreement, cooperative agreement or contract. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of the FTA’s enabling legislation currently in effect.

The Applicant also understands and agrees that these Certifications and Assurances are pre award requirements, generally required by Federal law or regulation and do not include all Federal requirements that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(21) for Federal Fiscal Year 2015 (the “Master Agreement”) at the FTA website <http://ftateamweb.fta.dot.gov/static/Agreements/21-MASTER.pdf>.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of the Applicant, the RTA and the FTA strongly recommend that each Applicant that will be implementing projects through one or more subrecipients of other third-party participant, secure sufficient documentation from each subrecipient and other third-party participant to assure compliance, not only with these certifications and assurances, but also with the terms of the grant agreement, cooperative agreement or contract for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of these certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient or other third-party participant.

The Applicant understands and agrees that when it receives RTA assistance on behalf of a consortium, joint venture, partnership or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Applicant selects.

Accompanying the certifications and assurances is a signature page, which allows you to certify compliance with all applicable certifications and assurances. The signature page is to be signed by the Applicant’s authorized representative.

The Applicant agrees to comply with applicable provisions of the following groups that have been selected by the RTA:

| <u>Group</u> | <u>Description</u> | |
|--------------|---|-------------------|
| 01. | Required Certifications and Assurances for Each Applicant. | <u>X</u> |
| 02. | Lobbying. | <u>X</u> |
| 03. | Procurement and Procurement Systems. | <u>X</u> |
| 04. | Private Sector Protections. | <u> </u> |
| 05. | Rolling Stock Reviews and Bus Testing. | <u> </u> |
| 06. | Demand Responsive Service. | <u>X</u> |
| 07. | Intelligent Transportation Systems. | <u> </u> |
| 08. | Interest and Financing Costs and Acquisition of Capital Assets by Lease. | <u> </u> |
| 09. | Transit Asset Management Plan and Public Transportation Agency Safety Plan. | <u> </u> |
| 10. | Alcohol and Controlled Substances Testing. | <u>X</u> |
| 11. | Fixed Guideway Capital Investment Grants Program (New Starts, Small Starts, and Core Capacity) and Capital Investment Program in Effect before MAP-21 Became Effective. | <u> </u> |
| 12. | State of Good Repair Program. | <u> </u> |
| 13. | Fixed Guideway Modernization Grant Program. | <u> </u> |
| 14. | Bus and Bus Facilities Formula Grants Program and Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary). | <u> </u> |
| 15. | Urbanized Area Formula Grants Programs/ Passenger Ferry Grants Program/Job Access and Reverse Commute (JARC) Formula Grant Program. | <u> </u> |
| 16. | Seniors/Elderly/Individuals with Disabilities Programs/New Freedom Program. | <u>X</u> |
| 17. | Rural/Other Than Urbanized Areas/Appalachian Development/Over-the-Road Bus Accessibility Programs. | <u> </u> |
| 18. | Tribal Transit Programs (Public Transportation on Indian Reservations Programs). | <u> </u> |
| 19. | Low or No Emission/Clean Fuels Grant Programs. | <u> </u> |
| 20. | Paul S. Sarbanes Transit in Parks Program. | <u> </u> |
| 21. | State Safety Oversight Grant Program. | <u> </u> |
| 22. | Public Transportation Emergency Relief Program. | <u> </u> |
| 23. | Expedited Project Delivery Pilot Program. | <u> </u> |
| 24. | Infrastructure Finance Programs. | <u> </u> |

FEDERAL FISCAL YEAR 2015 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA funding and all FTA Grantees with an active Capital or Formula Project)

AFFIRMATION OF APPLICANT

Name of the Applicant: County of Lake

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 statutes and regulations, and 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 2015, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Project for which it seeks now, or may later seek FTA funding during Federal Fiscal Year 2015.

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: _____

Name _____

Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Lake

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 Project or Projects.

Signature _____

Date: _____

Name _____

Attorney for Applicant

Each Applicant for FTA funding and each FTA Grantee with an active Capital or Formula Project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

Before FTA may provide funding for your Applicant's Project, in addition to any other Certifications and Assurances that you must select on your Applicant's behalf, you must also select the Certifications and Assurances in Group 01, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Group 01 that does not apply will not be enforced.

1.A. Certification and Assurance of Authority of the Applicant and Its Authorized Representative.

You certify and affirm that both you, as your Applicant's Authorized Representative, and your Applicant's attorney, who is authorized to represent your Applicant in legal matters, who sign these Certifications, Assurances, and Agreements, may undertake the following activities on its behalf, in compliance with applicable State, local, or Indian tribal laws and regulations, and its by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, Charter Service Agreement, and School Bus Agreement, as applicable, binding its compliance,
3. Execute the Grant Agreement, Cooperative agreement, Loan, Loan Guarantee, or Line of Credit, for which the Applicant is seeking FTA funding,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

1.B. Standard Assurances.

On behalf of your Applicant, you assure that it understands and agrees to the following:

1. It will comply with all applicable Federal statutes and regulations to carry out any FTA-funded Project,
2. It is under a continuing obligation to comply with the terms and conditions of its Grant Agreement or Cooperative Agreement with FTA for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to that Grant Agreement or Cooperative Agreement,
3. It recognizes that Federal laws and regulations may be amended from time to time and those amendments may affect Project implementation,
4. It understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting it or its Project,
5. It agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, except as FTA determines otherwise in writing,
6. Except as FTA determines otherwise in writing, it agrees that requirements for FTA
7. Programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
 - a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year, except as superseded by applicable MAP-21 cross-cutting requirements, apply to:
 - (1) New Grants and Cooperative Agreements, and
 - (2) New Amendments to Grants and Cooperative Agreements that:
 - (a) Have been awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, or
 - (b) May be awarded Federal funds appropriated or made available for FY 2012 or the previous fiscal year, but
 - b. In other instances, FTA has determined that MAP-21 requirements will apply to Federal funds appropriated or made available for FY 2012 or a previous fiscal year, and
 - c. For all FTA-funded Projects, the following MAP-21 cross-cutting requirements supersede and apply in lieu of conflicting provisions of previous Federal law and regulations:
 - (1) Metropolitan and Statewide and Nonmetropolitan Transportation Planning,
 - (2) Environmental Review Process,
 - (3) Public Transportation Agency Safety Plans,
 - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
 - (5) Costs Incurred by Providers of Public Transportation by Vanpool,
 - (6) Revenue Bonds as Local Match,
 - (7) Debt Service Reserve,

- (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
- (9) Private Sector Participation,
- (10) Bus Testing,
- (11) Buy America,
- (12) Corridor Preservation,
- (13) Rail Car Procurements,
- (14) Veterans Preference/Employment,
- (15) Alcohol and Controlled Substance Testing, and
- (16) Other provisions as FTA may determine.²

1.C. Intergovernmental Review Assurance.

(This assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available for 49 U.S.C. 5311(c)(1), which authorizes FTA's Tribal Transit Programs.)

As required by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, to facilitate compliance with those regulations.

1.D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

1. It will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to, discrimination in any U.S. DOT or FTA-funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits) on the basis of race, color, national origin, religion, sex, disability, or age:
 - a. Federal transit laws, specifically 49 U.S.C. 5332 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
 - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq.,
 - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101, et seq.,
 - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - h. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. It will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
3. As required by 49 CFR 21.7:
 - a. It will comply with 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
 - (1) It conducts each Project,
 - (2) It undertakes property acquisitions, and
 - (3) It operates all parts of its facilities, as well as its facilities operated in connection with its Project,
 - b. This assurance applies to its entire Project and to all parts of its facilities, as well as its facilities operated to implement its Project,
- (1) Federal funding is extended to its Project,
- (2) Its Project property is used for a purpose for which the Federal funding is extended,
- (3) Its Project property is used for a purpose involving the provision of similar services or benefits,
- (4) It retains ownership or possession of its Project property, or

² More information about these matters appear in the Federal Transit Administration "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012.

- (5) FTA may otherwise determine in writing, and
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(ii), you assure that:
 - a. It will comply with the following prohibitions against discrimination on the basis of disability listed below in subsection 4.b of this Group 01.D Assurance, of which compliance is a condition of approval or extension of any FTA funding awarded to:
 - (1) Construct any facility,
 - (2) Obtain any rolling stock or other equipment,
 - (3) Undertake studies,
 - (4) Conduct research, or
 - (5) Participate in any benefit or obtain any benefit from any FTA administered program, and
 - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no qualified people with a disability will, because of their disability, be:
 - (1) Excluded from participation,
 - (2) Denied benefits, or
 - (3) Otherwise subjected to discrimination.

1.E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

- 1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to
- 2. Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
- 3. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 - (1) Debarred,
 - (2) Suspended,
 - (3) Proposed for debarment,
 - (4) Declared ineligible,
 - (5) Voluntarily excluded, or
 - (6) Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local)
 - (2) transaction, or contract under a public transaction,
 - (3) Violation of any Federal or State antitrust statute, or
 - (4) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 1.E.2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the preceding statements of subsections 2.a – 2.d of this Group 01.E Certification, it will promptly provide that information to FTA,
 - f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - (1) Equals or exceeds \$25,000,
 - (2) Is for audit services, or
 - (3) Requires the consent of a Federal official, and
 - g. It will require that each covered lower tier contractor and subcontractor:
 - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and

- (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - (a) Debarred from participation in its federally-funded Project,
 - (b) Suspended from participation in its federally-funded Project,
 - (c) Proposed for debarment from participation in its federally-funded Project,
 - (d) Declared ineligible to participate in its federally-funded Project,
 - (e) Voluntarily excluded from participation in its federally-funded Project, or
 - (f) Disqualified from participation in its federally-funded Project, and
5. It will provide a written explanation as indicated on a page attached in FTA's TEAM- Web or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Group 01.E Certification.

1.F. U.S. OMB Assurances in SF-424B and SF-424D.

The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, and updated as necessary to reflect changes in Federal laws and regulations.

1. Administrative Activities. On behalf of your Applicant, you assure that:
 - a. For every Project described in any application it submits for Federal funding, it has adequate resources to properly plan, manage, and complete its Project, including the:
 - (1) Legal authority to apply for Federal funding,
 - (2) Institutional capability,
 - (3) Managerial capability, and
 - (4) Financial capability (including funds sufficient to pay the non-Federal share of Project cost),
 - b. As required, it will give access and the right to examine Project-related materials to entities or individuals including, but not limited to the:
 - (1) FTA,
 - (2) The Comptroller General of the United States, and
 - (3) State, through an appropriate authorized representative,
 - c. It will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
 - d. It will establish safeguards to prohibit employees from using their positions for a purpose that results in:
 - (1) A personal or organizational conflict of interest, or personal gain, or
 - (2) The appearance of a personal or organizational conflict of interest or personal
 - (3) gain,
2. Project Specifics. On behalf of your Applicant, you assure that:
 - a. Following receipt of an FTA award, it will begin and complete Project work within the time periods that apply,
 - b. For FTA-funded construction Projects:
 - (1) It will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
 - (2) It will provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
 - (3) It will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally-funded real property,
 - (4) To the extent FTA requires, it will record the Federal interest in the title to FTA-funded real property or interests in real property, and
 - (5) It will not alter the site of the FTA-funded construction Project or facilities without permission or instructions from FTA by:
 - (a) Disposing of the underlying real property or other interest in the site and facilities,
 - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
 - c. Changing the terms of the underlying real property title or other interest in the site and facilities, and
 - c. It will furnish progress reports and other information as FTA or the State may require, and
3. Statutory and Regulatory Requirements. On behalf of your Applicant, you assure that:
 - a. It will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:

- (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
- (2) The prohibitions against discrimination on the basis of sex, as provided in:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
 - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- (3) The prohibitions against discrimination on the basis of age in federally- funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
- (4) The prohibitions against discrimination on the basis of disability in federally -funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
- (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq.,
- (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq.,
- (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq.,
- (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 et seq.,
- (9) The confidentiality requirements for records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
- (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
 - b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 et seq., and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes:
 - (1) It will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - (2) It has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 et seq., as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4, and
 - (3) It has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) It will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 1. Displaced families or individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 1. Displaced families and individuals, and
 2. Displaced corporations, associations, or partnerships,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) It will:
 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - (g) It will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for

- providing payments for those expenses, as required by 42 U.S.C. 4631,
- (h) It will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
- (i) It will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- (j) It will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- (k) It will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,
- c. It will comply with the Lead-Based Paint Poisoning Prevention Act, specifically
- d. 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- e. It will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 et seq., and
 - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
 - f. It will, to the extent applicable, comply with the labor standards and protections for federally-funded Projects of:
 - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
 - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
 - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq.,
- g. It will comply with any applicable environmental standards prescribed to implement Federal laws and executive orders, including, but not limited to:
 - (1) Complying with the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and following Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
 - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
 - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
 - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
 - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
 - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
 - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
 - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
 - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f"),
 - (10) Complying with the protections for national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
 - (11) Complying with and facilitating compliance with:
 - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,
 - (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
 - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C.

470 note,

- h. To the extent applicable, it will comply with the following Federal requirements for the care, handling, and treatment of warm-blooded animals held or used for research, teaching, or other activities supported by Federal funding:
 - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 et seq., and
 - (2) U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR
 - (3) subchapter A, parts 1, 2, 3, and 4,
- i. To the extent applicable, it will obtain a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, "Seismic Safety," 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA-funded building,
 - j. It will comply with, and assure that its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
 - (1) Participating in the Federal flood insurance program, and
 - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
 - k. It will comply with:
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
 - l. It will perform the financial and compliance audits as required by the:
 - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq.,
 - (2) U.S Code of Federal Regulations (CFR) – Title 2, Part 200 "Audits of States, Local Governments, and Non- Profit Organizations," Revised, and
 - (3) Most recent applicable U.S. U.S Code of Federal Regulations (CFR) – Title 2, Part 200 Compliance Supplement provisions
 - (4) for the U.S. DOT,
 - m. It will comply with all other Federal laws or regulations that apply, and
 - n. It will follow Federal guidance governing it and its Project, except to the extent that FTA has expressly approved otherwise in writing.

GROUP 02. LOBBYING.

Before FTA may provide funding for a Federal Grant or Cooperative Agreement exceeding \$100,000 or a Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance exceeding \$150,000, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Lobbying Certifications in Group 02, unless your Applicant is an Indian Tribe exempt from the requirements of 31 U.S.C. 1352 or FTA determines otherwise in writing.

Any provision of the Certifications in Group 02 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to its requests:
 - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
 - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - b. Your Certification on its behalf applies to the lobbying activities of:
 - (1) It,

- (2) Its Principals, and
- (3) Its Subrecipients at the first tier,
- 2. To the best of your knowledge and belief:
 - a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
 - b. It will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - c. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
 - (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Subagreements, and
 - (4) Other third party agreements under a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
- 3. It understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and
 - b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
- 4. It also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GROUP 03. PROCUREMENT AND PROCUREMENT SYSTEMS.

We request that you select the Procurement and Procurement Systems Certification in Group 03 on behalf of your Applicant, especially if your Applicant is a State, local, or Indian tribal government with a certified procurement system, as provided in 49 CFR 18.36(g)(3)(ii).

Any provision of the Certification in Group 03 that does not apply will not be enforced.

On behalf of your Applicant, you certify that its procurements and its procurement system will comply with all Federal laws and regulations in accordance with applicable Federal guidance, except to the extent FTA has approved otherwise in writing.

GROUP 04. PRIVATE SECTOR PROTECTIONS.

Before FTA may provide funding for a Project that involves the acquisition of public transportation property or operation of public transportation facilities or equipment, in addition to other Certifications you must select on your

Applicant's behalf, you must also select the Private Property Protections Assurances in Group 04.A and enter into the Agreements in Group 04.B and Group 04.C on behalf of your Applicant, except as FTA determines otherwise in writing.

Any provision of the Assurances and Agreements in Group 04 that does not apply will not be enforced.

4.A. Private Property Protections.

If your Applicant is a State, local government, or Indian tribal government and seeks FTA funding to acquire the property of a private transit operator or operate public transportation in competition with or in addition to a public transportation operator, the Private Property Protections Assurances in Group 04.A apply to your Applicant, except as FTA determines otherwise in writing.

To facilitate FTA's ability to make the findings required by 49 U.S.C. 5323(a)(1), on behalf of your Applicant, you assure that:

1. It has or will have:
 - a. Determined that the funding is essential to carrying out a Program of Projects as required by 49 U.S.C. 5303, 5304, and 5306,
 - b. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible, and
 - c. Paid just compensation under State or local laws to the company for any franchise or property acquired, and
2. It has completed the actions described in the preceding section 1 of this Group 04.A Certification before it:
 - a. Acquires the property or an interest in the property of a private provider of public transportation, or
 - b. Operates public transportation equipment or facilities:
 - (1) In competition with transportation service provided by an existing public transportation operator, or
 - (2) In addition to transportation service provided by an existing public transportation operator.

4.B. Charter Service Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the Charter Service Agreement in Group 04.B applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(d) and (g) and FTA regulations, "Charter Service," 49 CFR part 604, specifically 49 CFR 604.4, on behalf of your Applicant, you are entering into the following Charter Service Agreement:

1. FTA's "Charter Service" regulations apply as follows:
 - a. FTA's Charter Service regulations restrict transportation by charter service using facilities and equipment acquired by Recipients of FTA funding for transportation Projects with Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or
 - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
 - b. FTA's charter service restrictions extend to:
 - (1) Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. 133 or 142, or
 - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
 - (2) Any Third Party Participant that receives Federal funding derived from
 - (a) Federal transit laws, 49 U.S.C. chapter 53,
 - (b) 23 U.S.C. 133 or 142, or
 - (c) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
 - c. A Third Party Participant includes any:
 - (1) Subrecipient at any tier,
 - (2) Lessee,
 - (3) Third Party Contractor or Subcontractor at any Tier, and
 - (4) Other Third Party Participant in its Project,
 - d. You and your Applicant agree that neither it nor any governmental authority or publicly owned operator that receives Federal public transportation assistance appropriated or made available for its Project will

- engage in charter service operations, except as permitted under:
 - (1) Federal transit laws, specifically 49 U.S.C. 5323(d) and (g),
 - (2) FTA regulations, "Charter Service," 49 CFR part 604, to the extent consistent with 49 U.S.C. 5323(d) and (g),
 - (3) Any other Federal Charter Service regulations, or
 - (4) Federal guidance, except as FTA determines otherwise in writing,
- e. You and your Applicant agree that the latest Charter Service Agreement it has selected in its latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
- f. You and your Applicant agree that:
 - (1) FTA may require corrective measures or impose remedies on it or any governmental authority or publicly owned operator that receives FTA funding appropriated or made available for its Project that has engaged in a pattern of violations of FTA's Charter Service regulations by:
 - (a) Conducting charter operations prohibited by Federal transit laws and FTA's Charter Service regulations, or
 - (b) Otherwise violating its Charter Service Agreement it has elected in its latest annual Certifications and Assurances, and
 - (2) These corrective measures and remedies may include:
 - (a) Barring it or any Third Party Participant operating public transportation under the Project that has provided prohibited charter service from receiving FTA funds,
 - (b) Withholding an amount of Federal funds as provided by Appendix D to FTA's Charter Service regulations, or
 - (c) Any other appropriate remedy that may apply, and
- 2. In addition to the exceptions to the restrictions in FTA's Charter Service Regulations, FTA has established the following additional exceptions to those restrictions:
 - a. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5307 and 5311, to be used for Job Access and Reverse Commute (JARC) activities that would have
 - b. been eligible for assistance under repealed 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, provided that it uses that FTA funding for those program purposes only,
 - c. FTA's Charter Service restrictions do not apply to your Applicant if it seeks funding appropriated or made available for 49 U.S.C. 5310, to be used for New Freedom activities that would have been eligible for assistance under repealed 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, provided it uses that FTA funding for those program purposes only, and
 - d. An Applicant for assistance under 49 U.S.C. chapter 53 will not be determined to have violated the FTA Charter Service regulations if that Recipient provides a private intercity or charter transportation operator reasonable access to that Recipient's federally-funded public transportation facilities, including intermodal facilities, park and ride lots, and bus-only highway lanes, as provided in 49 U.S.C. 5323(r).

4.C. School Bus Agreement.

If your Applicant seeks FTA funding to acquire or operate transit facilities or equipment, the School Bus Agreement in Group 04.C applies to your Applicant, except as FTA determines otherwise in writing.

To comply with 49 U.S.C. 5323(f) and (g) and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g), on behalf of your Applicant, you are entering into the following School Bus Agreement:

- 1. FTA's "School Bus Operations" regulations restrict school bus operations using facilities and equipment acquired with Federal funding derived from:
 - a. Federal transit laws, 49 U.S.C. chapter 53,
 - b. 23 U.S.C. 133 or 142, or
 - c. Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 2. FTA's school bus operations restrictions extend to:
 - a. Your Applicant, when it becomes a Recipient of Federal funding appropriated or made available for:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or

- (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted, and
- b. Any Third Party Participant that receives Federal funding derived from:
 - (1) Federal transit laws, 49 U.S.C. chapter 53,
 - (2) 23 U.S.C. 133 or 142, or
 - (3) Any other Act that provides Federal public transportation assistance, unless otherwise excepted,
- 3. A Third Party Participant includes any:
 - a. Subrecipient at any tier,
 - b. Lessee,
 - c. Third Party Contractor or Subcontractor at any tier, and
 - d. Other Third Party Participant in the Project,
- 4. You and your Applicant agree, and will obtain the agreement of any Third Party Participant involved in your Applicant's Project, that it will not engage in school bus operations in competition with private operators of school buses, except as permitted under:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(f) and (g),
 - b. FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) and (g),
 - c. Any other Federal School Bus regulations, or
 - d. Federal guidance, except as FTA determines otherwise in writing,
- 5. You and your Applicant agree that the latest School Bus Agreement you have selected on its behalf in FTA's latest annual Certifications and Assurances is incorporated by reference in and made part of the underlying Agreement accompanying an award of FTA funding, and
- 6. Agreement accompanying an award of FTA funding, and
- 7. You and your Applicant agree that after it is a Recipient, if it or any Third Party Participant has violated this School Bus Agreement, FTA may:
 - a. Bar your Applicant or Third Party Participant from receiving further Federal transit funds, or
 - b. Require the Applicant or Third Party Participant to take such remedial measures as FTA considers appropriate.

GROUP 05. ROLLING STOCK REVIEWS AND BUS TESTING.

Before FTA may provide funding for a Project to acquire rolling stock for use in revenue service or to acquire a new bus model, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Rolling Stock Reviews and Bus Testing Certifications in Group 05, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 05 that does not apply will not be enforced.

5.A. Rolling Stock Reviews.

If your Applicant seeks FTA funding to acquire rolling stock for use in revenue service, the Rolling Stock Reviews Certifications in Group 05.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that when procuring rolling stock for use in revenue service:

- 1. It will comply with:
 - a. Federal transit laws, specifically 49 U.S.C. 5323(m), and
 - b. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling
 - c. Stock Purchases," 49 CFR part 663, and
- 2. As provided in 49 CFR 663.7:
 - a. It will conduct or cause to be conducted the required pre-award and post-delivery reviews, and
 - b. It will maintain on file the Certifications required by 49 CFR part 663, subparts B, C, and D.

5.B. Bus Testing.

If your Applicant seeks FTA funding to acquire a new bus model, the Bus Testing Certifications in Group 05.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. Bus Testing requirements apply to all acquisitions of new buses and new bus
2. models that require bus testing as defined in FTA's Bus Testing regulations, and it will comply with:
 - a. 49 U.S.C. 5318, and
 - b. FTA regulations, "Bus Testing," 49 CFR part 665, to the extent these regulations are consistent with 49 U.S.C. 5318,
3. As required by 49 CFR 665.7, when acquiring the first bus of any new bus model or a bus model with a major change in components or configuration:
 - a. It will not spend any Federal funds appropriated under 49 U.S.C. chapter 53 to acquire that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared on that new bus or new bus model, and
 - b. It will not authorize final acceptance of that new bus or new bus model until:
 - (1) That new bus or new bus model has been tested at FTA's bus testing facility, and
 - (2) It has received a copy of the test report prepared on that new bus or new bus model,
4. It will ensure that the new bus or new bus model that is tested has met the performance standards consistent with those regulations, including:
 - a. Performance standards for:
 - (1) Maintainability,
 - (2) Reliability,
 - (3) Performance (including braking performance),
 - (4) Structural integrity,
 - (5) Fuel economy,
 - (6) Emissions, and
 - (7) Noise, and
 - b. Minimum safety performance standards established under 49 U.S.C. 5329, and
5. After FTA regulations authorized by 49 U.S.C. 5318(e)(2) are in effect, it will ensure that the new bus or new bus model that is tested has received a passing aggregate test score under the "Pass/Fail" standard established by regulation.

GROUP 06. DEMAND RESPONSIVE SERVICE.

If your Applicant is a public entity, operates demand responsive service, and seeks FTA funding to acquire a non-rail vehicle that is not accessible, before FTA may provide funding for that Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Demand Responsive Service Certifications in Group 06, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 06 that does not apply will not be enforced.

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR part 37, specifically 49 CFR 37.77(d), on behalf of your Applicant, you certify that:

1. Your Applicant offers public transportation services equivalent in level and quality of service to:
 - a. Individuals with disabilities, including individuals who use wheelchairs, and
 - b. Individuals without disabilities, and
2. Viewed in its entirety, its service for individuals with disabilities is:
 - a. Provided in the most integrated setting feasible, and
 - b. Equivalent to the service it offers individuals without disabilities with respect to:
 - (1) Response time,
 - (2) Fares,
 - (3) Geographic service area,
 - (4) Hours and days of service,
 - (5) Restrictions on priorities based on trip purpose,
 - (6) Availability of information and reservation capability, and
 - (7) Constraints on capacity or service availability.

GROUP 07. INTELLIGENT TRANSPORTATION SYSTEMS.

Before FTA may provide funding for an Intelligent Transportation Systems (ITS) Project or a Project in support of an ITS Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Intelligent Transportation Systems Assurances in Group 07, except as FTA determines otherwise in writing.

Any provision of the Assurances in Group 07 that does not apply will not be enforced.

On behalf of your Applicant, you and your Applicant:

1. Understand that, as used in this Assurance, the term Intelligent Transportation Systems (ITS) Project is defined to include any Project that, in whole or in part, finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," and
2. Assure that, as provided in 23 U.S.C. 517(d), any ITS Project it undertakes funded with appropriations made available from the Highway Trust Fund, including amounts made available to deploy ITS facilities or equipment, will conform to the appropriate regional ITS architecture, applicable standards, and protocols developed under 23 U.S.C. 517(a) or (c), unless it obtains a waiver as provided in 23 U.S.C. 517(d)(2).

GROUP 08. INTEREST AND FINANCING COSTS AND ACQUISITION OF CAPITAL ASSETS BY LEASE.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support interest, or financing, or leasing costs of any Project financed under the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 08, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Group 08 that does not apply will not be enforced.

8.A. Interest and Financing Costs.

If your Applicant intends to use FTA funding to support interest or any other financing costs for Projects funded by the Urbanized Area Formula Grants Program, Fixed Guideway Capital Investment Grants Program, or another program as FTA may specify, the Interest and Financing Costs Certifications in Group 08.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that:

1. It will not seek reimbursement for interest or any other financing costs unless:
 - a. It is eligible to receive Federal funding for those costs, and
 - b. Its records demonstrate that it has shown reasonable diligence in seeking the most favorable financing terms, to the extent FTA may require, and
2. It will comply with the same favorable financing cost provisions for:
 - a. Urbanized Area Formula Grants Projects,
 - b. Projects under Full Funding Grant Agreements,
 - c. Projects with Early Systems Work Agreements,
 - d. Fixed Guideway Capital Investment Projects funded by previous FTA enabling legislation,
 - e. State of Good Repair Projects,
 - f. Bus and Bus Facilities Projects, and
 - g. Low or No Emission Vehicle Development Projects.

8.B. Acquisition of Capital Assets by Lease.

If your Applicant seeks FTA funding to acquire capital assets through a lease, the Acquisition of Capital Assets by Lease Certifications and Assurances in Group 08.B applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, as required by FTA regulations,

“Capital Leases,” 49 CFR part 639, specifically 49 CFR 639.15(b)(1) and 49 CFR 639.21, if your Applicant acquires any capital asset through a lease financed with Federal funding appropriated or made available for 49 U.S.C. chapter 53:

1. It will not use Federal funding appropriated or made available for public transportation Projects eligible under 49 U.S.C. chapter 53 or any other applicable law to finance the cost of leasing any capital asset until:
 - a. It performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset, and
 - b. It completes these calculations before the later of:
 - (1) Entering into the lease, or
 - (2) Receiving a capital grant for the asset, and
2. It will not enter into a capital lease for which FTA can provide only incremental Federal funding unless it has adequate financial resources to meet its future lease obligations if Federal funding is not available.

GROUP 09. TRANSIT ASSET MANAGEMENT PLAN AND PUBLIC TRANSPORTATION AGENCY SAFETY PLAN.

Before FTA may provide funding appropriated or made available for 49 U.S.C. chapter 53 to support your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 09, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 09 that does not apply will not be enforced.

9.A. Transit Asset Management Plan.

If your Applicant applies for funding appropriated or made available for 49 U.S.C. chapter 53, the Transit Asset Management Certifications in Group 09.A apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it and each Subrecipient will:

1. Follow Federal guidance when issued that implements transit asset management system provisions of 49 U.S.C. 5326, except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations when issued that implement the transit asset management provisions of 49 U.S.C. 5326.

9.B. Public Transportation Agency Safety Plan.

If your Applicant applies for funding under 49 U.S.C. chapter 53 and it is a State government, local government, or any other operator of a public transportation system, the Public Transportation Safety Plan Certifications in Group 09.B apply to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify that it will:

1. Follow the Federal guidance, when issued, that will implement the safety plan provisions of 49 U.S.C. 5329(d), except as FTA determines otherwise in writing, and
2. Comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

GROUP 10. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If your Applicant must comply with the alcohol and controlled substance testing requirements of 49 U.S.C. 5331 and its implementing regulations, before FTA may provide funding for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 10, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Group 10 that does not apply will not be enforced.

As required by 49 U.S.C. 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, subpart 1, specifically 49 CFR 655.83, on behalf of your Applicant, including a State Applicant, and on behalf of its Subrecipients and Third Party Contractors, you certify that:

1. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have established and implemented:
 - a. An alcohol misuse testing program, and
 - b. A controlled substance testing program,
2. Your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. 5331, and Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Applicant, its Subrecipients, or Third Party Contractors to which these testing requirements apply reside in a State that permits marijuana use for medical or recreational purposes, your Applicant, its Subrecipients, and Third Party Contractors to which these testing requirements apply have complied or will comply with the Federal controlled substance testing requirements of 49 CFR part 655.

GROUP 11. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS PROGRAM (NEW STARTS, SMALL STARTS, AND CORE CAPACITY), AND CAPITAL INVESTMENT PROGRAM IN EFFECT BEFORE MAP-21 BECAME EFFECTIVE.

The Certifications in Group 11 apply to the New Starts, Small Starts, or Core Capacity Programs, 49 U.S.C. 5309.

Before FTA may provide funding for your Applicant's New Starts, Small Starts, or Core Capacity Project in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 11, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Group 11 that does not apply will not be enforced.

Except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following capabilities to carry out its proposed Project(s), including the safety and security aspects of the Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 12. STATE OF GOOD REPAIR PROGRAM.

Certain Certifications and Assurances listed previously are required for the State of Good Repair Program funding under 49 U.S.C. 5337.

Before FTA may provide funding for your Applicant's Project under the State of Good Repair Program, 49 U.S.C. 5337, for your Applicant's Project, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 12, except as FTA determines otherwise in writing.

Any provision of the Assurance in Group 12 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects

- of the Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately, and
- 4. It will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304.

GROUP 13. FIXED GUIDEWAY MODERNIZATION GRANT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Fixed Guideway Modernization Grant Program, former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 13, except as FTA determines otherwise in writing.

Any provision of the Certification in Group 13 that does not apply will not be enforced.

Former 49 U.S.C. 5309(b)(2) and former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, require the following Certifications for Fixed Guideway Modernization Grant Program funding; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately, and
- 4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 14. BUS AND BUS FACILITIES FORMULA GRANTS PROGRAM AND BUS AND BUS-RELATED EQUIPMENT AND FACILITIES GRANT PROGRAM (DISCRETIONARY).

The Certifications in Group 14 are required for funding under:

14.A. The Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, as amended by MAP-21, and

14.B. The Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309(b)(3) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 14, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 14 that does not apply will not be enforced.

14.A. Bus and Bus Facilities Formula Grants Program

If your Applicant seeks FTA funding for its Project under the Bus and Bus Facilities Formula Grants Program, 49 U.S.C. 5339, the Certifications in Group 14.A below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for Bus and Bus Facilities Formula Grants Program funding are required by 49 U.S.C. 5339(b), which states that “[t]he requirements of section 5307 apply to recipients of grants made under this section [5339]”; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public
 - c. transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - d. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - e. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under 49 U.S.C. 5339, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
 - a. Has made or will make available to the public information on amounts of
 - b. its funding available to it under 49 U.S.C. 5339,
 - c. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - d. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - e. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - f. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
 - g. Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - h. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), it:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. It will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

14.B. Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary).

If your Applicant seeks FTA funding for its Project under the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary), former 49 U.S.C. 5309 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 14.B below apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Bus and Bus-Related Equipment and Facilities Grant Program (Discretionary) funding are required by former 49 U.S.C. 5309(c)(2), which applies the requirements of former 49 U.S.C. 5307(d)(1)(A), (B), (C), and (H), in effect in FY 2012 or a previous fiscal year to this Program, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately, and
4. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304.

GROUP 15. URBANIZED AREA FORMULA GRANTS PROGRAMS, PASSENGER FERRY GRANT PROGRAM, AND JOB ACCESS AND REVERSE COMMUTE (JARC) FORMULA GRANT PROGRAM.

The Certifications in Group 15 are required for funding under:

15.A. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for 49 U.S.C. 5307, as amended by MAP-21, which among other things, authorizes funding for Job Access and Reverse Commute (JARC) Projects and Project Activities,

15.B. The Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply,

15.C. The Passenger Ferry Grant Program financed with funds appropriated or made available for 49 U.S.C. 5307(h), as amended by MAP-21, and

15.D. The Job Access and Reverse Commute (JARC) Formula Grant Program financed with funds appropriated or made available for former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 15, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 15 that does not apply will not be enforced.

15.A. Urbanized Area Formula Grants Program under MAP-21.

If your Applicant seeks FTA funding for its Project under the Urbanized Area Formula Grants Program, 49 U.S.C. 5307, as amended by MAP-21, the Certifications in Groups 15.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Urbanized Area Formula Grants Program funding appropriated or made available in FYs 2013, 2014, and 2015 are required by 49 U.S.C. 5307(c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,

2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment financed under 49 U.S.C. 5339, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under 49 U.S.C. 5307, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
 - a. Has made or will make available to the public information on amounts of its funding available to it under 49 U.S.C. 5307,
 - b. Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - d. Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - e. Has ensured or will ensure that the proposed Program of Projects provide for coordination of transportation services funded by FTA under 49 U.S.C. 5336 with transportation services supported by other Federal Government sources,
 - f. Has considered or will consider the comments and views received, especially
 - g. those of private transportation providers, in preparing its final Program of Projects, and
 - h. Has made or will make the final Program of Projects available to the public,
7. As required by 49 U.S.C. 5307(d), it:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
9. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
10. Each fiscal year:
 - a. It will assure that at least one (1) percent of the amount of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be expended for public transportation security Projects as described in 49 U.S.C. 5307(c)(1)(J)(i) including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Providing emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation system, or
 - b. The Designated Recipients in its urbanized area certify that such expenditures for transportation security

Projects are not necessary (Information about the intentions of your Designated Recipients in your Applicant's urbanized area must

- c. be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),

11. If it serves an urbanized area with a population of at least 200,000 individuals, as determined by the Bureau of the Census:

- a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Associated Transit Improvements, as defined in 49 U.S.C. 5302(1),
 - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
 - (1) A list of its Associated Transit Improvement Projects or Project Activities during that Federal fiscal year using those 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in its
 - (3) urbanized area together have spent one (1) percent of the funding apportioned to the area for Associated Transit Improvement Projects or Project Activities, or have included the same information in a separate report attached in TEAM-Web, and
 - c. The report of its Associated Transit Improvement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
12. It will comply with the final Federal regulations, when issued, that implement the safety requirements of 49 U.S.C. 5329(d).

B. Urbanized Area Formula Grants Program before MAP-21 Became Effective.

You must select the Certification in Group 15.B if your Applicant seeks funding under the Urbanized Area Formula Grants Program financed with funds appropriated or made available for former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year. In administering this program, MAP-21 cross-cutting requirements supersede inconsistent former requirements.

The following Certifications for the Urbanized Area Formula Grants Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply instead; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately,
- 4. It will ensure that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any elderly individual,
 - b. Any handicapped individual, as described in 49 CFR part 27,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
- 5. When carrying out a procurement under former 49 U.S.C. 5307 in effect in FY 2012 or a previous fiscal year, it will comply with the following provisions as amended by MAP-21:
 - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - c. "Buy America" under 49 U.S.C. 5323(j),
 - d. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - e. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - f. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),

6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
7. It:
 - a. Has or will make available to the public information on amounts available to it under 49 U.S.C. 5307 and the Program of Projects it proposes to undertake,
 - b. Will develop or has developed, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be financed,
 - c. Will publish or has published a proposed Program of Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the Applicant or Recipient's performance,
 - d. Will provide or has provided an opportunity for a public hearing in which to obtain the views of citizens on the proposed Program of Projects,
 - e. Will ensure or has ensured that the proposed Program of Projects provides for the coordination of public transportation services assisted under 49 U.S.C. 5336 with transportation services assisted from other Federal Government sources,
 - f. Will consider or has considered comments and views received, especially those of private transportation providers, in preparing the final Program of Projects, and
 - g. Will make or has made the final Program of Projects available to the public,
8. It:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
9. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
10. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation,
11. Each fiscal year:
 - a. It will assure that at least one (1) percent of the 49 U.S.C. 5307 funding apportioned to its urbanized area must be spent for public transportation security Projects (limited to capital Projects if it serves an urbanized area with a population of 200,000 or more), including:
 - (1) Increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages),
 - (2) Increased camera surveillance of an area in or adjacent to that system,
 - (3) Emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and
 - (4) Any other Project intended to increase the security and safety of an existing or planned public transportation, or
 - b. It will certify that such expenditures for transportation security Projects are not necessary (Information about its intentions must be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when it submits its Urbanized Area Formula Grants Program application in TEAM-Web),
12. If it serves an urbanized area with a population of at least 200,000 individuals:
 - a. Each fiscal year, it will ensure that at least one (1) percent of the amount apportioned to its urbanized area is spent for Transit Enhancements, as defined in former 49 U.S.C. 5302(a)(15),
 - b. It will include in its quarterly report for the fourth quarter of the preceding Federal fiscal year:
 - (1) A list of its Transit Enhancement Project Activities during that Federal fiscal year using those former 49 U.S.C. 5307 funds, or
 - (2) Sufficient information to demonstrate that the Designated Recipients in its urbanized area together have spent one (1) percent of the amount of funding that must be made available to them for Transit Enhancements or have included the same information in a separate report attached in TEAM-Web, and
 - c. The report of its or the Designated Recipients' Transit Enhancement Projects or Project Activities is or will be incorporated by reference and made part of its Certifications and Assurances, and
13. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

C. Passenger Ferry Grant Program.

If your Applicant seeks FTA funding for its Project under the Passenger Ferry Grant Program, 49 U.S.C. 5307(h), the Certifications in Group 15.C apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications for the Passenger Ferry Grant Program funding are required by 49 U.S.C. 5307(h) and (c)(1); therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a Project financed under 49 U.S.C. 5307(h), the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under 49 U.S.C. 5307(h), it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. As required by 49 U.S.C. 5307(d), it:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
7. As required by 49 U.S.C. 5307(c)(1)(H), it will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304,
8. As required by 49 U.S.C. 5307(c)(1)(I), it has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
9. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

D. Job Access and Reverse Commute (JARC) Formula Grant Program.

If your Applicant seeks FTA funding for its Project under the Job Access and Reverse Commute (JARC) Formula Grant Program, former 49 U.S.C. 5316 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 15.D apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Job Access and Reverse Commute (JARC) Formula Grant Program are required by former 49 U.S.C. 5316 in effect in FY 2012
2. or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements
3. that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It will make awards of JARC funding on a competitive basis following:
 - (1) An area wide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding

- under former 49 U.S.C. 5316(c)(1)(A), and
- (2) A statewide solicitation for applications for JARC funding in compliance with former 49 U.S.C. 5316 if your Applicant receives funding under former 49 U.S.C. 5316(c)(1)(B) or (C),
- b. Any allocations to Subrecipients of JARC funding authorized by former 49 U.S.C. 5316 will be distributed on a fair and equitable basis,
- c. As required by former 49 U.S.C. 5316:
 - (1) The Projects it has selected or will select for former 49 U.S.C. 5316 funding must be derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated, and
 - (2) That locally developed and coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Human service providers, and
 - (c) Participation by the public,
- d. Before it transfers funds to a Project funded by former 49 U.S.C. 5336, that Project has been or will have been coordinated with private nonprofit providers of services as required under former 49 U.S.C. 5316(g)(2),
- e. Before using funds apportioned for Projects serving an area other than that for which funding was apportioned under former 49 U.S.C. 5316:
 - (1) The State's chief executive officer, or his or her designee, will have certified that all the JARC program objectives of former 49 U.S.C. 5316 are being met in the area from which the funding would be derived, and
 - (2) If the State has a statewide program for meeting the JARC program objectives of former 49 U.S.C. 5316, the funds can be used for Projects anywhere in the State, and
- f. The requirements of former 49 U.S.C. 5307 will apply to the JARC Program, authorized by former 49 U.S.C. 5316, and
- 4. The following Certifications for the JARC Program are required by former 49 U.S.C. 5307(d)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as
- 5. FTA determines otherwise in writing, on its behalf, you certify that:
 - a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its
 - b. proposed Project(s):
 - (1) The legal capacity,
 - (2) The financial capacity, and
 - (3) The technical capacity,
 - c. It has or will have, and will require each Subrecipient to have satisfactory continuing control over the use of Project equipment and facilities,
 - d. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
 - e. To the extent applicable, it will ensure, and will require each Subrecipient to ensure, that for transportation using or involving a facility or equipment of a Project financed under former 49 U.S.C. 5316 the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - (1) Any elderly individual,
 - (2) Any handicapped individual, as described in 49 CFR part 27,
 - (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
 - f. When carrying out a procurement under former 49 U.S.C. 5316, it will comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements, as required by 49 U.S.C. 5323(h),
 - (3) "Buy America" under 49 U.S.C. 5323(j),

- (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m), and
- (5) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
- g. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- h. It:
 - (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share by former 49 U.S.C. 5316,
 - (2) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
 - (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
- i. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304,
- j. It has or will have, and will require each Subrecipient to have, a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
- k. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

**GROUP 16. SENIORS/ELDERLY/INDIVIDUALS WITH
DISABILITIES/ NEW FREEDOM PROGRAMS.**

The Certifications in Group 16 are required for funding under:

16.A. The Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, financed or to be financed with funds appropriated or made available for 49 U.S.C. 5310, as amended by MAP-21, which among other things authorizes funding for New Freedom Projects and Project Activities,

16.B. The Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, and

16.C. The New Freedom Program financed or to be financed with funds appropriated or made available for former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 16, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 16 that does not apply will not be enforced.

16.A. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, 49 U.S.C. 5310, as amended by MAP-21, the Certifications in Group 16.A apply to your Applicant, except as FTA determines otherwise in writing.

- 1. The following Certifications for the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program are required by 49 U.S.C. 5310; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. Each of its Subrecipients is:
 - (1) A private nonprofit organization, or
 - (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are no private nonprofit organizations readily available in the area to provide the services authorized for support under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program,
 - b. It will comply with the following Project selection and planning requirements:

- (1) The Projects it has selected or will select for funding appropriated or made available for 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) The public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (a) Seniors,
 - (b) Individuals with disabilities,
 - (c) Representatives of public, private, and nonprofit transportation providers,
 - (d) Representatives of public, private, and nonprofit human services providers, and
 - (e) Other members of the public,
 - (3) The transportation Projects to assist in providing transportation services for seniors and individuals with disabilities are included in a Program of Projects,
 - (4) A Program of Projects in the preceding subsection 1.b(3) of this Group 16.A Certification is or will be submitted annually to FTA, and
 - (5) To the maximum extent feasible, the services funded by 49 U.S.C. 5310 will be coordinated with transportation services funded by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services,
- c. As required by 49 U.S.C. 5310(e)(2)(B), it certifies that if it allocates funds received under 49 U.S.C. 5310, to Subrecipients, it will have allocated those funds on a fair and equitable basis,
- d. It will transfer a facility or equipment financed with funding appropriated or made available for a grant under 49 U.S.C. 5310, to any other recipient eligible to receive assistance under 49 U.S.C. chapter 53, only if
- (1) The recipient possessing the facility or equipment consents to the transfer, and
 - (2) The facility or equipment will continue to be used as required under 49 U.S.C. 5310,
- e. As required by 49 U.S.C. 5310(b)(2), it will use at least fifty-five (55) percent of the funds on capital Projects to meet the special needs of seniors and disabled, and
- f. The requirements of 49 U.S.C. 5307, as determined by FTA, will apply to the
- g. Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities, authorized by 49 U.S.C. 5310, and
2. FTA has determined certain requirements of 49 U.S.C. 5307, to be appropriate for which some require Certifications; therefore, as specified under 49 U.S.C. 5307(c)(1), it certifies that:
- a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain, and will require each Subrecipient to maintain its Project equipment and facilities adequately,
 - d. When carrying out a procurement under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program, it will, and will require each Subrecipient to comply with the:
 - (1) General Provisions of 49 U.S.C. 5323, and
 - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
 - e. It has complied or will comply with, and will require each Subrecipient to comply with:
 - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - (2) The Statewide and Nonmetropolitan Transportation Planning requirements of 49 U.S.C. 5304, and
 - f. To the extent applicable, it will comply with, and require its Subrecipients to comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

16.B. Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program, former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by

MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.B apply to your Applicant, except as FTA determines otherwise in writing.

1. The following Certifications for the Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5310 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
 - a. Each of your State Applicant's Subrecipients is:
 - (1) A private nonprofit organization, if the public transportation service that would undertake public transportation capital Project(s) planned, designed, and carried out to meet the special needs of elderly individuals and individuals with disabilities is:
 - (a) Unavailable,
 - (b) Insufficient, or
 - (c) Inappropriate, or
 - (2) A State or local governmental authority that:
 - (a) Is approved by a State to coordinate services for seniors and individuals with disabilities, or
 - (b) Certifies that there are not any nonprofit organizations readily available in the area to provide public transportation capital Projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities,
 - b. The Projects your State Applicant has selected or will select for funding appropriated or made available for former 49 U.S.C. 5310 are included in a public transit-human services transportation plan that has been:
 - (1) Locally developed, and
 - (2) Coordinated,
 - c. That public transit-human services transportation plan was developed and approved through a process that included participation by:
 - (1) Elderly individuals,
 - (2) Individuals with disabilities,
 - (3) Representatives of public, private, and nonprofit transportation providers,
 - (4) Representatives of human services providers, and
 - (5) Other members of the public,
 - d. If your State Applicant allocates funds received under former 49 U.S.C. 5310 to Subrecipients, your State Applicant will have allocated those funds on a fair and equitable basis,
 - e. The Program of Projects your State Applicant has submitted or will submit contains or will contain an assurance that the Program provides for the maximum feasible coordination of transportation services funded by former 49 U.S.C. 5310 with transportation services funded by other Government sources,
 - f. If your State Applicant transfers former 49 U.S.C. 5310 funds to another Project funded under 49 U.S.C. 5336 in accordance with former 49 U.S.C. 5310(b)(2), the Project for which the funds are requested has been coordinated with private nonprofit providers of service under former 49 U.S.C. 5310, and
 - g. It will comply with the requirements of former 49 U.S.C. 5307 that FTA determined will apply to the former Formula Grants for the Special Needs of Elderly Individuals and Individuals with Disabilities Program,
2. The following Certifications for the Special Needs of Elderly Individuals and Individuals with Disabilities Program are required by former 49 U.S.C. 5307(d)(1);
3. therefore, except as FTA determines otherwise in writing, on behalf of your State Applicant, you certify that:
 - a. Your State Applicant and each of its Subrecipients have or will have the following to carry out its proposed Project(s), including the safety and security aspects of the proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. Your State Applicant and each Subrecipient has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. Your State Applicant and each of its Subrecipients will maintain its Project equipment and facilities

- adequately,
- d. When carrying out a procurement under former 49 U.S.C. 5310, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - (3) "Buy America" under 49 U.S.C. 5323(j),
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
 - e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
 - f. Your State Applicant:
 - (1) Has or will have, and as necessary, will require each Subrecipient to have, the amount of funds required for the local share by former 49 U.S.C. 5310(c)(2),
 - (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
 - (3) Will provide, and as necessary, will require each Subrecipient to provide, the local share funds when needed,
 - g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
 - h. To the extent applicable, your State Applicant will comply with, and as necessary, will require each Subrecipient to comply with the final Federal
 - i. regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

16.C. New Freedom Program.

If your Applicant seeks FTA funding for its Project under the New Freedom Program, former 49 U.S.C. 5317, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, the Certifications in Group 16.C apply to your Applicant, except as FTA determines otherwise in writing.

1. Former 49 U.S.C. 5317 in effect in FY 2012 or a previous fiscal year requires the following Certification for the New Freedom Program; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:

- a. It will make awards of New Freedom funding on a competitive basis after conducting:
 - (1) An area wide solicitation in cooperation with the appropriate metropolitan planning organization for applications for funding in compliance with former 49 U.S.C. 5317(d)(1), or
 - (2) A statewide solicitation for applications for New Freedom funding in compliance with former 49 U.S.C. 5317(d)(2),
- b. Any allocations to Subrecipients of New Freedom funding authorized by former 49 U.S.C. 5317 will be distributed on a fair and equitable basis,
- c. It will comply with the following Project selection and planning requirements:
 - (1) The Projects it has selected or will select for funding appropriated or made available for that program were derived from a public transit-human services transportation plan that has been:
 - (a) Locally developed, and
 - (b) Coordinated,
 - (2) That locally developed and coordinated plan was produced through a process that included:
 - (a) Representatives of public, private, and nonprofit transportation providers,
 - (b) Representatives of public, private, and nonprofit human services providers, and
 - (c) Participation by the public,
- d. Before it transfers funds to a Project funded by former 49 U.S.C. 5311(c), former 49 U.S.C. 5336, or both:
 - (1) The funding to be transferred may be made available only to Projects eligible for funding appropriated or made available for former 49 U.S.C. 5317, and
 - (2) It will have consulted with responsible local officials and publicly owned
 - (3) operators of public transportation in each area for which the amount to be transferred was originally awarded, and
- e. The requirements of former 49 U.S.C. 5307 and 5310, as determined by FTA, will apply to the New

- Freedom Program, authorized by former 49 U.S.C. 5317, and
2. The following Certifications for the New Freedom Program are required by former 49 U.S.C. 5307(d)(1) and 5310; therefore, except as FTA determines otherwise in writing, on its behalf, you certify that:
 - a. It has or will have, and will require each Subrecipient to have, the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have, and will require each Subrecipient to have, satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain, and will require each Subrecipient to maintain, its Project equipment and facilities adequately,
 - d. When carrying out a procurement under former 49 U.S.C. 5317, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - (3) "Buy America" under 49 U.S.C. 5323(j),
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
 - e. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
 - f. It:
 - (1) Has or will have, and as necessary, will require each Subrecipient to have the amount of funds required for the local share required by former 49 U.S.C. 5317(g),
 - (2) Will provide, and as necessary will require each Subrecipient to provide, the local share funds from sources approved by FTA, and
 - (3) Will provide, and as necessary will require each Subrecipient to provide, the local share funds when needed,
 - g. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303, and 5304, and
 - h. To the extent applicable, it will comply with, and as necessary, will require each Subrecipient to comply with the final Federal regulations, when issued,
 - i. that implement the safety plan requirements of 49 U.S.C. 5329(d).

**GROUP 17. RURAL/OTHER THAN URBANIZED AREAS/APPALACHIAN
DEVELOPMENT/OVER-THE-ROAD BUS ACCESSIBILITY PROGRAMS.**

The Certifications in Group 17 are required for funding under:

- 17.A. *The Formula Grants for Rural Areas Program financed with funding appropriated or made available for 49 U.S.C. 5311(b), as amended by MAP-21, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a Public Transportation on Indian Reservations Project financed with funding made available for 49 U.S.C. 5311(c))(1), as amended by MAP-21),*
- 17.B. *The Formula Grants for Other Than Urbanized Areas Program financed with funding appropriated or made available for former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply, (separate Certifications and Assurances have been established in Group 18 for an Indian tribe that is an Applicant for a "Tribal Transit" Project financed with funding made available for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year),*
- 17.C. *The Appalachian Development Public Transportation Assistance Program financed with funding appropriated or made available for 49 U.S.C. 5311(c)(2), as amended by MAP-21, and*
- 17.D. *The Over-the-Road Bus Accessibility Program financed with funding appropriated or made available for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, except as superseded by MAP-21 cross-cutting requirements that apply.*

Before FTA may provide funding for your Applicant's Project under any of the Programs listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 17, except as FTA determines otherwise in writing.

Any provision of the Certifications and Assurances in Group 17 that does not apply will not be enforced.

17.A. Formula Grants for Rural Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Rural Areas Program, 49 U.S.C. 5311, as amended by MAP-21, the Certifications in Groups 17.A apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Rural Areas Formula.

Project authorized by 49 U.S.C. 5311(b). On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program has provided for a fair distribution of Federal funding appropriated or made available for 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its program provides or will provide the maximum feasible coordination of public transportation service funded by 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Rural Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
 - a. Has or will have the amount of funds required for the local share, as required by 49 U.S.C. 5311(g),
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under 49 U.S.C. 5311(b) to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under 49 U.S.C. 5311, and
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its 49 U.S.C. 5311 funding available that fiscal year to develop and support intercity bus transportation within the State, with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus facilities,
 - (3) Joint-use facilities,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - b. It will provide to FTA a Certification from the Governor of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
 - (2) The State's intercity bus service needs are being met adequately.

17.B. Formula Grants for Other than Urbanized Areas Program.

If your Applicant seeks FTA funding for its Project under the Formula Grants for Other Than Urbanized Areas Program, former 49 U.S.C. 5311 in effect in FY 2012 or a previous fiscal year, the Certifications in Group 17.B apply to your Applicant, except as FTA determines otherwise in writing.

The following Certifications apply to each State or State organization serving as your Applicant for funding appropriated or made available for the Formula Grants for Other Than Urbanized Areas Project authorized by former 49 U.S.C. 5311(b)(1) in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply. On its behalf, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its State program required under former 49 U.S.C. 5311(b)(2) has provided for a fair distribution of Federal funding appropriated or made available for former 49 U.S.C. 5311(b) within the State, including Indian reservations,
5. Its State program required under former 49 U.S.C. 5311(b)(2) provides or will provide the maximum feasible coordination of public transportation service funded by former 49 U.S.C. 5311(b) with transportation service funded by other Federal sources,
6. Its Projects in its Formula Grants for Other than Urbanized Areas Program are included in:
 - a. The Statewide Transportation Improvement Program, and
 - b. To the extent applicable, a Metropolitan Transportation Improvement Program,
7. It:
 - a. Has or will have the amount of funds required for the local share, as required by former 49 U.S.C. 5311(g),
 - b. Will provide the local share funds sources approved by FTA, and
 - c. Will provide the local share funds when needed,
8. It may transfer a facility or equipment acquired using a grant under former 49 U.S.C. 5311(b) in effect in FY 2012 or a previous fiscal year to any other Recipient eligible to receive assistance under 49 U.S.C. chapter 53, if:
 - a. The Recipient possessing the facility or equipment consents to the transfer, and
 - b. The facility or equipment will continue to be used as required under former 49 U.S.C. 5311, and
9. Each fiscal year:
 - a. It will spend at least fifteen (15) percent of its former 49 U.S.C. 5311 funding
 - b. available for that fiscal year to develop and support intercity bus transportation within the State with eligible activities, including:
 - (1) Planning and marketing for intercity bus transportation,
 - (2) Capital grants for intercity bus shelters,
 - (3) Joint-use stops and depots,
 - (4) Operating grants through purchase-of-service agreements, user-side subsidies, and demonstration Projects, and
 - (5) Coordinating rural connections between small public transportation operations and intercity bus carriers, or
 - c. It will provide to FTA a Certification from the Chief Executive Officer of the State that:
 - (1) It has consulted with the affected intercity bus service providers about the intercity bus needs of the State, and
 - (2) The State's intercity bus service needs are being met adequately.

17.C. Appalachian Development Public Transportation Assistance Program.

If your Applicant seeks FTA funding for its Project under the Appalachian Development Public Transportation Assistance Program, 49 U.S.C. 5311(c)(2), the Certification in Group 17.C applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure that, in addition to other Certifications and Assurances it must provide, if it is unable to use its funding made available or appropriated for public transportation operating assistance, in accordance with 49 U.S.C. 5311(c)(2)(D), it may use the funding for a highway Project only after:

1. It provides notice and an opportunity for comment and appeal to affected public transportation providers,
2. It approves for such use in writing, and
3. In approving the use, it determines that local transit needs are being addressed.

17.D. Over-the-Road Bus Accessibility Program.

If your Applicant seeks FTA funding for its Project under the Over-the-Road Bus Accessibility Program, section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. 5310 note, the Assurances in Group 17.D apply to your Applicant, except as FTA determines otherwise in writing.

Your Applicant assures that it will comply with all applicable Federal statutes and regulations, and follow applicable Federal guidance in carrying out any Over-the-Road Bus Accessibility Project supported by the its Grant Agreement with FTA. It acknowledges that it is under a continuing obligation to comply with the terms and conditions of the Grant Agreement with FTA for its Project. It understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and affect the implementation of the Project.

It assures that the Federal requirements for the Over-the-Road Bus Accessibility Program during FY 2012 will apply to the Project, except as FTA determines otherwise in writing. Certifications and Assurances for funding to be awarded under this program in FY 2015 are included in these FTA Certifications and Assurances for FY 2015. Each Applicant must submit Group 01 ("Required Certifications and Assurances for Each Applicant"). Each Applicant seeking more than \$100,000 in Federal funding must provide both Group 01, and Group 02, ("Lobbying").

GROUP 18. TRIBAL TRANSIT PROGRAMS (PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS PROGRAMS).

The Certifications in Group 18 are required for funding under:

- *The Public Transportation on Indian Reservations Formula Program, 49 U.S.C. 5311(c)(1), as amended by MAP-21, and*
- *The Public Transportation on Indian Reservations Discretionary Program, 49 U.S.C. 5311(c)(1).*

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 18, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 18 that does not apply will not be enforced.

FTA has established terms and conditions for Tribal Transit Program grants financed with funding appropriated or made available for 49 U.S.C. 5311(c)(1). On behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Its Project equipment and facilities will be adequately maintained,
4. Its Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. It will:
 - a. Have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18, specifically 49 CFR 18.36, or
 - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations,
6. It will comply with Buy America under 49 U.S.C. 5323(j), and

7. It will comply with the Certifications, Assurances, and Agreements in:
 - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
 - b. Group 05.B (Bus Testing),
 - c. Group 06 (Demand Responsive Service),
 - d. Group 07 (Intelligent Transportation Systems), and
 - e. Group 10 (Alcohol and Controlled Substances Testing).

GROUP 19. LOW OR NO EMISSION/CLEAN FUELS GRANT PROGRAMS

The Certifications in Group 19 are required for funding under:

19.A. The Low or No Emission Vehicle Deployment Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, and

19.B. The Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide funding for your Applicant's Project under either Program listed above, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 19, except as FTA determines otherwise in writing.

Any provision of the Certifications in Group 19 that does not apply will not be enforced.

19.A. Low or No Emission Vehicle Deployment.

If your Applicant seeks FTA funding for its Project under the Low or No Emission Vehicle Development Program, 49 U.S.C. 5312(d)(5), as amended by MAP-21, the Certifications and Assurances in Group 19.A apply to your Applicant, except as FTA determines otherwise in writing.

Section 5312(d)(5)(C)(i) of title 49, United States Code requires the following Certifications for Low or No Emission Vehicle Deployment Program funding appropriated or made available for MAP-21; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. It will maintain its Project equipment and facilities adequately,
4. It will ensure that, during non-peak hours, for transportation using or involving a facility or equipment funded for its Project, the following individuals will be charged a fare not exceeding fifty (50) percent of the peak hour fare:
 - a. Any senior,
 - b. Any individual who, because of illness, injury, age, a congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or who has semi-ambulatory capability) and cannot use a public transportation service or a public transportation facility effectively without special facilities, special planning, or special design,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
5. When carrying out a procurement under this Program, it will comply with the:
 - a. General Provisions of 49 U.S.C. 5323, and
 - b. Third Party Contract Provisions of 49 U.S.C. 5325,
6. It has:
 - a. Informed or will inform the public of the amounts of its funding available under this Program,
 - b. Developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - c. Published or will publish a Program of Projects in a way that affected individuals, private transportation

- providers, and local elected officials will have an
- d. opportunity to examine and submit comments on the proposed Projects and its performance as an Applicant,
- e. Provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- f. Assured or will assure that the proposed Program of Projects provides for coordination of public transportation services assisted under 49 U.S.C. 5336 with federally-funded transportation services supported by other Federal Government sources,
- g. Considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
- h. Made or will make the final list of Projects available to the public,
- 7. It:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
- 8. It will comply with:
 - a. The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - b. The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- 9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
- 10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

19.B. Clean Fuels Grant Program.

If your Applicant seeks FTA funding for its Project under the Clean Fuels Grant Program, former 49 U.S.C. 5308, in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 crosscutting requirements that apply, the Certifications and Assurances in Group 19.B apply to your Applicant, except as FTA determines otherwise in writing.

Former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, requires the following Certifications for Clean Fuels Grant Program funding appropriated or made available for former 49 U.S.C. 5308 in effect in FY 2012 or a previous fiscal year; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify and assure that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain the Project equipment and facilities adequately,
- 4. It will ensure that the following individuals will be charged not more than fifty (50) percent of the peak hour fare for transportation during non-peak hours using or involving Project facilities or equipment supported under former 49 U.S.C. 5308:
 - a. Elderly individuals,
 - b. Individuals with disabilities,
 - c. Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - d. Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
- 5. When carrying out a procurement under former 49 U.S.C. 5308, it will, and will require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - a. Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - b. The prohibition against exclusionary or discriminatory specifications in
 - c. its procurements under 49 U.S.C. 5323(h),
 - d. "Buy America" under 49 U.S.C. 5323(j),

- e. Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
- f. Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
- g. "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
- 6. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
- 7. It:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds from sources approved by FTA, and
 - c. Will provide the local share funds when needed,
- 8. It has complied or will comply with, and will require each Subrecipient to comply with, 49 U.S.C. 5303 and 5304,
- 9. It has a locally developed process to solicit and consider public comment before:
 - a. Raising a fare, or
 - b. Implementing a major reduction of public transportation, and
- 10. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d).

GROUP 20. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Before FTA may provide funding for your Applicant's Project under the Paul S. Sarbanes Transit in Parks Program, former 49 U.S.C. 5320, in effect in FY 2012 or a previous fiscal year for your Applicant's Project, except as superseded by MAP-21 requirements that apply, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 20, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Group 20 that does not apply will not be enforced.

1. The following Certifications and Assurances for the Paul S. Sarbanes Transit in Parks Program (Parks Program) are required by former 49 U.S.C. 5320 in effect in FY 2012 or a previous fiscal year, except as superseded by MAP-21 cross-cutting requirements that apply; therefore, except as FTA determines otherwise in writing, on behalf of your Applicant, you certify that:
 - a. It will consult with the appropriate Federal land management agency during the planning process, and
 - b. The requirements of former 49 U.S.C. 5307, as determined by FTA, will apply to the Parks Program, authorized by former 49 U.S.C. 5320, and
2. FTA has determined certain requirements of former 49 U.S.C. 5307 to be appropriate for the Parks Program, of which some require Certifications; therefore, as specified under former 49 U.S.C. 5307(d)(1), except as superseded by MAP-21 cross-cutting requirements that apply, you certify that:
 - a. It has or will have the following to carry out its proposed Project(s), including
 - b. the safety and security aspects of its Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - c. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - d. It will maintain the Project equipment and facilities adequately,
 - e. When carrying out a procurement under former 49 U.S.C. 5320, it will, and will
 - f. require each Subrecipient, to comply with the following provisions as amended by MAP-21:
 - (1) Competitive procurement (as defined or approved by FTA), as required by 49 U.S.C. 5325(a),
 - (2) The prohibition against exclusionary or discriminatory specifications in its procurements under 49 U.S.C. 5323(h),
 - (3) "Buy America" under 49 U.S.C. 5323(j),
 - (4) Applicable pre-award and post-delivery requirements of 49 U.S.C. 5323(m),
 - (5) Applicable railcar option restrictions of 49 U.S.C. 5325(e), and
 - (6) "Veterans Preference/Employment" under 49 U.S.C. 5325(k),
 - g. It will comply with other applicable requirements under 49 U.S.C. 5323 and 5325,
 - h. It has complied or will comply with the requirements of former 49 U.S.C. 5307(c), and specifically, it:
 - (1) Has made or will make available to the public information on the amounts available for the Parks Program, former 49 U.S.C. 5320, and the Projects it proposes to undertake,

- (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, Projects to be financed,
 - (3) Has published or will publish a list of proposed Projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed Projects and submit comments on the proposed Projects and its performance,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed Projects,
 - (5) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of Projects, and
 - (6) Has made or will make the final list of Projects available to the public,
- g. It:
- (1) Has or will have the amount of funds required for the local share,
 - (2) Will provide the local share funds from sources approved by FTA, and
 - (3) Will provide the local share funds when needed,
- h. It has complied or will comply with, and will require each Subrecipient to
- i. comply with, 49 U.S.C. 5303 and 5304, and
- j. It has a locally developed process to solicit and consider public comment before:
- (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation.

GROUP 21. STATE SAFETY OVERSIGHT GRANT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the State Safety Oversight Grant Program, 49 U.S.C. 5329(e), as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 21, except as FTA may determine otherwise in writing.

Any provision of the Certifications in Group 21 that does not apply will not be enforced.

On behalf of your Applicant, you certify that:

- 1. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - a. Legal capacity,
 - b. Financial capacity, and
 - c. Technical capacity,
- 2. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
- 3. It will maintain its Project equipment and facilities adequately,
- 4. When carrying out a procurement for its Project, it will comply with the:
 - a. Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 49 CFR part 18,
 - b. General Provisions of 49 U.S.C. 5323, and
 - c. Third Party Contract Requirements of 49 U.S.C. 5325,
- 5. As required by 49 U.S.C. 5329(e)(6)(C), it:
 - a. Has or will have the amount of funds required for the local share,
 - b. Will provide the local share funds only from sources approved by FTA, and will not be met by:
 - (1) Any Federal funds,
 - (2) Any funds received from a public transportation agency, or
 - (3) Any revenues earned by a public transportation agency, and
 - c. Will provide the local share funds when needed,
- 6. It meets the applicable requirements of 49 CFR part 659, Rail Fixed Guideway Systems: State Safety Oversight, and
- 7. It has received or will receive an FTA certification upon a determination that its State Safety Oversight Program meets the requirements of 49 U.S.C. 5329(e) and is adequate to promote the purposes of 49 U.S.C. 5329.

GROUP 22. PUBLIC TRANSPORTATION EMERGENCY RELIEF PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Public Transportation Emergency Relief Program, 49 U.S.C. 5324, as amended by MAP-21, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Assurance in Group 22, except as FTA may determine otherwise in writing.

Any provision of the Assurance in Group 22 that does not apply will not be enforced.

As required by 49 U.S.C. 5324(d), on behalf of your Applicant, you assure that it will comply with the requirements of the Certifications and Assurances as FTA determines will apply to an Applicant for funding appropriated or made available for the Public Transportation Emergency Relief Program.

GROUP 23. EXPEDITED PROJECT DELIVERY PILOT PROGRAM.

Before FTA may provide funding for your Applicant's Project under the Expedited Project Delivery Pilot Program, section 20008(b)(5)(D) of MAP-21, in addition to any other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certification in Group 23, except as FTA may determine otherwise in writing.

To the extent that the Certification in Group 23 does not apply, it will not be enforced.

On behalf of your Applicant, you certify that its existing public transportation system or the public transportation system that is the subject of the Project is in a state of good repair, as required by section 20008(b)(5)(D) of MAP-21.

GROUP 24. INFRASTRUCTURE FINANCE PROGRAMS.

The Certifications in Group 24 apply to the following programs:

24.A. The Transportation Infrastructure Finance and Innovation Act (TIFIA) Program, 23 U.S.C. 601-609, except as superseded by MAP-21 cross-cutting requirements that apply, and

24.B. The State Infrastructure Banks (SIB) Program, 23 U.S.C. 610, except as superseded by MAP-21 cross-cutting requirements that apply.

Before FTA may provide credit assistance under TIFIA for your Applicant's Project or funding for your Applicant to deposit in a SIB, in addition to other Certifications and Assurances you must select on your Applicant's behalf, you must also select the Certifications in Group 24, except as FTA may determine otherwise in writing.

Any provision of the Certifications and Assurances in Group 24 that does not apply will not be enforced.

24.A. Transportation Infrastructure Finance and Innovation Act (TIFIA) Program.

If your Applicant seeks FTA funding for its Project under the TIFIA Program, the Certifications and Assurances in Group 24.A applies to your Applicant, except as FTA determines otherwise in writing.

On behalf of your Applicant, you certify and assure, as required by 49 U.S.C. 5323(o), that Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, apply to any Project under 49 U.S.C. chapter 53 that receives TIFIA credit assistance under 23 U.S.C. 601 – 609.

1. To comply with 49 U.S.C. 5307, specifically 49 U.S.C. 5307(d)(1), on its behalf, you certify that:
 - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of its proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain its Project equipment and facilities adequately,
 - d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a TIFIA-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:

- (1) A senior,
- (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
- (3) Any individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
- (4) Any individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
- e. When carrying out a TIFIA-funded procurement, it will comply with:
 - (1) 49 U.S.C. 5323, and
 - (2) 49 U.S.C. 5325,
- f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
 - (1) Has made or will make available to the public information on amounts of its TIFIA funding request(s),
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,
 - (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
 - (5) Has ensured or will ensure that the proposed Program of Projects provides for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and U.S. DOT under TIFIA with federally-funded transportation services supported by other Federal Government sources,
 - (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
 - (7) Has made or will make the final Program of Projects available to the public,
- g. It:
 - (1) Has or will have at least (twenty) 20 percent of the TIFIA net Project costs required for the local share,
 - (2) Will provide the local share funds from sources approved by FTA, and
 - (3) Will provide the local share funds when needed,
- h. It will comply with:
 - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
- j. It will comply with the final Federal regulations, when issued, that implement the safety plan requirements of 49 U.S.C. 5329(d)
- 2. To comply with the interest and financing costs restrictions of 49 U.S.C. chapter 53, it agrees that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project that must be in compliance with those requirements unless:
 - a. It is eligible to receive Federal funding for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.
- 3. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.),
- 4. The National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. 5321 et seq., and will receive an environmental categorical exclusion, a finding of no significant impact, or a record of decision under NEPA for its Project prior to obligation of funds, and
- 5. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d), when required.

24.B. State Infrastructure Banks (SIB) Program.

If your Applicant is a State and seeks FTA funding under the SIB Program to deposit in its SIB, the Certifications and Assurances in Group 24.B applies to your State and its Project, except as FTA determines otherwise in writing.

On behalf of the State organization serving as your Applicant for funding for its SIB Program, you certify and assure that:

1. It will comply with the following applicable Federal laws establishing the various SIB programs since 1995:
 - a. 23 U.S.C. 610, as amended by MAP-21,
 - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or
 - d. Section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181,
2. It will comply with or follow the Cooperative Agreement establishing the State's SIB program between:
 - a. It and FHWA, FRA, and FTA, or
 - b. It and FHWA and FTA,
3. It will comply with or follow the Grant Agreement that provides FTA funding for the SIB and is between it and FTA, including the FTA Master Agreement, which is incorporated by reference into the Grant Agreement, except that any provision of the FTA Master Agreement incorporated by reference into that Grant Agreement will not apply if it conflicts with any provision of:
 - a. 23 U.S.C. 610, as amended by MAP-21,
 - b. 23 U.S.C. 610 or its predecessor before MAP-21 was signed into law,
 - c. Section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note,
 - d. Federal guidance pertaining to the SIB Program,
 - e. The Cooperative Agreement establishing the State's SIB Program, or
 - f. The Grant Agreement with FTA,
4. As required by 49 U.S.C. 5323(o), Federal transit laws, specifically 49 U.S.C. 5307, 49 U.S.C. 5309, and 49 U.S.C. 5337, as amended by MAP-21, apply to any Project under 49 U.S.C. chapter 53 that receives SIB support or financing under 23 U.S.C. 610 (or any support from 23 U.S.C. 601 – 609),
5. As required by 49 U.S.C. 5323(o) and 49 U.S.C. 5307(d)(1):
 - a. It has or will have the following to carry out its proposed Project(s), including the safety and security aspects of those proposed Project(s):
 - (1) Legal capacity,
 - (2) Financial capacity, and
 - (3) Technical capacity,
 - b. It has or will have satisfactory continuing control over the use of Project equipment and facilities,
 - c. It will maintain its Project equipment and facilities adequately,
 - d. It will ensure that when, during non-peak hours for transportation using or involving a facility or equipment of a SIB-financed Project, a fare that is not more than fifty (50) percent of the peak hour fare will be charged to the following individuals:
 - (1) A senior,
 - (2) An individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design,
 - (3) An individual presenting a Medicare card issued to that individual under title II of the Social Security Act (42 U.S.C. 401 et seq.), and
 - (4) An individual presenting a Medicare card issued to that individual under title XVIII of the Social Security Act (42 U.S.C. 1395 et seq.),
 - e. When carrying out a procurement under a SIB-financed Project, it will comply with the:
 - (1) General Provisions of 49 U.S.C. 5323, and
 - (2) Third Party Contract Provisions of 49 U.S.C. 5325,
 - f. It has complied with or will comply with 49 U.S.C. 5307(b) because it:
 - (1) Has made or will make available to the public information on amounts of its funding requested under the SIB program,
 - (2) Has developed or will develop, in consultation with interested parties, including private transportation providers, a proposed Program of Projects for activities to be funded,
 - (3) Has published or will publish a Program of Projects in a way that affected individuals, private transportation providers, and local elected officials will have an opportunity to examine and submit comments on the proposed Program of Projects and its performance as an Applicant or Recipient,

- (4) Has provided or will provide an opportunity for a public hearing to obtain the views of individuals on the proposed Program of Projects,
- (5) Has ensured or will ensure that the proposed Program of Projects provide for coordination of public transportation services funded by FTA under 49 U.S.C. 5336 and the SIB Program with federally-funded transportation services supported by other Federal Government sources,
- (6) Has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final Program of Projects, and
- (7) Has made or will make the final Program of Projects available to the public,
- g. It:
 - (1) Has or will have the amount of funds required for the local share by the SIB Program, but not less than twenty-five (25) percent of each capitalization grant,
 - (2) Will provide the local share funds from sources approved by FTA, and
 - (3) Will provide the local share funds when needed,
- h. It will comply with the:
 - (1) The Metropolitan Transportation Planning requirements of 49 U.S.C. 5303, and
 - (2) The Statewide and Nonmetropolitan Planning requirements of 49 U.S.C. 5304,
- i. It has a locally developed process to solicit and consider public comment before:
 - (1) Raising a fare, or
 - (2) Implementing a major reduction of public transportation, and
- j. It will comply with the final Federal regulations, when issued, that implement the
- k. safety plan requirements of 49 U.S.C. 5329(d),
- 2. As required by 49 U.S.C. chapter 53, it certifies that it will not seek reimbursement for interest and any other financing costs incurred in connection with its Project unless:
 - a. It is eligible to receive Federal funding for those expenses, and
 - b. Its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require, and
- 3. It agrees that it will adopt a transit asset management plan that complies with regulations implementing 49 U.S.C. 5326(d).

EXHIBIT D

INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200

Project Name: Central Lake & Shields Dial-Ride Coordination Project

Does this Project receive federal funds? ☐ Yes ☐ No

Amount of federal funds: \$163,975.00

Federal Project Number: IL-16-X008-01

CFDA Number*, Federal Agency, Program Title: 20.513

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

In accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, a Grantee that expends \$750,000 or more of federal funds from all sources during its fiscal year is required to have a single audit performed in accordance with CFR, Title 2, Part 200. The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, the Grantee must submit to the RTA a copy of the Grantee's CFR, Title 2, Part 200 single audit and/or the attached Certification Form on an ANNUAL BASIS for each fiscal year that corresponds with expenditures associated with the RTA Technical Services Agreement (TSA) contract period:

1. If your agency expended \$750,000 (or the current CFR, Title 2, Part 200 qualifying amount) or more in federal awards from all sources, including other agencies, in a fiscal year, you are required to have a single audit performed in accordance with CFR, Title 2 and submit a copy of the report to the RTA within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.
2. If your agency did not expend \$750,000 (or the current CFR, Title 2, Part 200 qualifying amount) or more in federal awards from all sources, including other agencies, in a fiscal year, and are not required to conduct a single audit, you must complete and return the Certification Form as attached.
3. If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

**CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200
AUDIT REQUIREMENTS CERTIFICATION FORM**

Grantee's Legal Name: County of Lake

Grantee's Address: 600 W. Winchester Road, Libertyville, IL

Grantee's Fiscal Year*: _____

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): _____

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

☐ I certify our agency did not expend \$750,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

☐ We have attached our most recently completed CFR, Title 2, Part 200 audit requirement.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (____) _____ E-Mail: _____

Please return to: Regional Transportation Authority
Attn: Michael Zumach
175 W. Jackson Blvd., Suite 1650
Chicago, IL 60604

Questions: Michael Zumach, Deputy Executive Director, Audit
(312) 913-3237
zumachm@rtachicago.org



Regional Transportation Authority (RTA)

Program Management Plan

**Federal Transit Administration (FTA)
Section 5310 Enhanced Mobility of Seniors and
Individuals with Disabilities**

November 2014

**Regional Transportation Authority
Program Management Plan**

**Federal Transit Administration (FTA)
Section 5310 Enhanced Mobility of Seniors and
Individuals with Disabilities**

November 2014

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Exhibits

Exhibit A-Coordinated Public Transit- Human services Transportation Plan
Exhibit B-Applications and Criteria
Exhibit C-Compliance Review Report

1.0 INTRODUCTION

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP will be specifically incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundy County).

The RTA continues to monitor both the Job Access/Reverse Commute (JARC) and New Freedom programs under the requirements of SAFETEA-LU. This activity will continue through close-out of the six (6) active grants and will continue to be administered as delineated in the RTA JARC/NF Program Management Plan.

While similar, the requirements of MAP-21 are somewhat different than those of SAFETEA-LU. "MAP-21 repealed the New Freedom program (49 U.S.C. 5317) and merged the New Freedom program into the Section 5310 Program. As a result of the merger of programs, activities eligible under the New Freedom program are now eligible under Section 5310, and, consistent with Section 5317, funds are apportioned among large urbanized areas, small urbanized areas and rural areas, instead of only to states.....". (C. 9070.1G, Page I-6)

After review of the program circular it was determined that the RTA, as a designated recipient for the Northeastern Illinois Urbanized Area, would prepare a Program Management Plan for the Section 5310 Program. Additionally, the Illinois Department of Transportation (IDOT), as the other designated recipient, will utilize IDOT's Combined Vehicle Purchase Program, a traditional 5310 project, included in its State Management Plan for fulfilling its responsibilities as a co-designated recipient for Northeastern Illinois.

The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements, serves as a Section 5310 program guide to the general public and prospective applicants, and will assist FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs.

2.0 OVERVIEW OF THE REGIONAL TRANSPORTATION AUTHORITY

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16 member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards; the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

3.0 THE COORDINATED PUBLIC TRANSIT – HUMAN SERVICES TRANSPORTATION PLAN

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 by the RTA to meet the requirements of the New Freedom and JARC programs. Upon the signing into law of the new surface transportation legislation, Moving Ahead for Progress in the 21st Century (MAP-21), on July 6, 2012, it became apparent that the HSTP should be updated to conform to the new legislation. Much of the original HSTP is still relevant, particularly with regard to its assessment of needs. The updated HSTP is included in this document as Exhibit A.

In 2007, the RTA led a collaborative planning effort to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region's older adults, persons with disabilities and persons with low incomes. The planning effort was known as Connecting Communities through Coordination. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, Kendall, McHenry, and Will, and was built upon existing coordination plans in the region or plans that were in the process of being developed. This planning process culminated in the adoption of the HSTP by the RTA Board in October 2007. The HSTP, in meeting the requirements of Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU), allowed the region to access federal funding associated with:

- FTA Section 5310 – Transportation for Individuals who are Elderly and Individuals with Disabilities. This program provided capital funding for private, non-profit entities (and if none, public entities) that are involved in transporting older adults and persons with disabilities.
- FTA Section 5316 (JARC) – This program provided funding for projects/services that improve access to transportation services to employment and related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized and non-urbanized areas to suburban employment opportunities.
- FTA Section 5317 – New Freedom Program. This program provided funding for projects/services that provide new public transportation services and public transportation alternatives beyond those required by the Americans with Disabilities Act (ADA).

The primary objectives of the HSTP were to access federal funding for needed transportation services and to become a resource for supporting and encouraging local coordination efforts. The region has accomplished many of those objectives during the past six years. Since the adoption of the HSTP, 33 projects were funded through the JARC and New Freedom Programs. Several of these projects operate as multi-jurisdictional services underscoring the coordination taking place in the region.

Map 21 consolidated two former programs, the Elderly and Disabled Program (formerly Section 5310) and the New Freedom Program (Section 5316), into the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. The MAP-21 Section 5310 Program, just as its forerunners were, is a formula grant program. It is designed to continue the goals and eligible activities of the previous programs including supporting capital projects that are planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or

unavailable. It may also be used for public transportation projects that exceed the requirements of ADA that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit, and for alternatives to public transportation that assist seniors and individuals with disabilities. Any projects to be funded with Section 5310 funding must be derived or included in a locally developed human services coordinated plan, such as the updated HSTP as. The legislation discontinued JARC as a stand-alone program, and instead allows eligible recipients of Section 5307 to utilize these funds to support JARC projects.

The legislation also affected designated recipient requirements. A designated recipient is the agency that assumes the responsibility for managing a FTA grant program. Prior to MAP-21 only a state's department of transportation could be the designated recipient for Section 5310. Consequently, the IDOT was the sole designated recipient of Section 5310 for the entire state. MAP-21, however, allows the RTA and IDOT to be co-designated recipients for Northeastern Illinois.

The co-designation status has been approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

A portion of the annual Northeastern Illinois allocation that IDOT will administer will be determined through the region's HSTP. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients.

The RTA will be responsible for management of the remaining allocation of funds. The projects RTA will be responsible for selecting and awarding will essentially consist of projects that are similar to those funded through the New Freedom Program administered by RTA.

The RTA relied on the input of the HSTP Project Advisory Committee (PAC) to update the HSTP, as was the case during the development of the 2007 HSTP. The PAC is comprised of representatives from the RTA Service Boards; the CTA, Metra, and Pace, IDOT, CMAP, the seven counties, human service agencies that reflect populations of seniors, individuals with disabilities, and private non-profit and private for profit agencies. PAC members were invited to participate in a total of five meetings between December 2012 and July 2013.

4.0 PROGRAM GUIDELINES

The PMP is the document that describes the designated recipient's policies and procedures for administering FTA's Section 5310 Program. RTA will use its PMP to designate program objectives, policies, procedures and administrative requirements. FTA will review and approve the PMP. It will be kept on file with the FTA regional office and updated regularly to incorporate any changes in program guidelines or new requirements. The PMP will also be reviewed by the FTA as part of its triennial review of the RTA.

4.1 Program Goals and Objectives

The RTA Program goals are to:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA as a designated recipient will provide financial and technical assistance to prospective grantees and recipients of Section 5310 funding for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.
- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the MAP-21 regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

4.2 Roles and Responsibilities

4.2.1 Federal Transit Administration (FTA)

The FTA has, through its Region V Office in Chicago, federal oversight responsibilities over local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

4.2.2 Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Programs in Northeastern Illinois including the development of an annual Program of Projects (POP). In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the grant applications to FTA. In addition, the RTA distributes grant funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by grantees, and oversees project audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA was responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

4.2.3 RTA Service Boards: CTA, Metra, and Pace

The three service boards: CTA, Metra, and Pace are responsible for public transit operations in the RTA six county Northeastern Illinois region.

Overview of the CTA

The CTA is the operator of buses as well as subways and elevated rapid transit primarily within the City of Chicago and forty surrounding suburbs. On an average weekday, nearly 1.6 million rides are taken on CTA, providing 83% of the public transit trips in the six-county region. The CTA operates 1,200 rail cars over eight routes and 224.1 miles of track, and has approximately 1,781 buses that operate over 129 routes and 1,959 route miles. All 129 bus routes are fully accessible to customers with disabilities. Lifts and ramps on all buses are available for use upon request by anyone who has trouble with steps, even temporarily. The catchment of people living or working within $\frac{3}{4}$ of a mile of a bus stop is approximately 3.5 million.

From 1981 through June 2006, the CTA also operated paratransit services, including Special Services, a shared-ride, door-to-door service, and the Taxi Access Program (TAP), a taxi subsidy program available to Special Services customers. Beginning in 1992, Special Services served as the CTA's response to its ADA complementary paratransit obligation. For most of these years, Special Services was provided through turn-key contracts with three private carriers (Cook-DuPage Transportation, SCR Transportation, and Art's Transportation). Per House Bill 1663, passed in July 2005, Pace took over the responsibility for Special Services and TAP, and hence assumed these Special Services contracts on July 1, 2006.

Overview of Metra

Metra is the largest commuter rail system in the nation geographically; serving a six-county region of more than 3,700 square miles Metra operates 11 fully accessible rail lines with more than 700 trains that serve over 241 stations throughout the six-county area of Northeast Illinois. Since Metra assumed railroad operations for Northeastern Illinois in 1985, ridership grew by 35.6 percent, for an average annual growth rate of 1.3 percent. Metra provided over 81.7 million rides annually.

Overview of Pace

Pace is the suburban transit provider, safely and efficiently moving people to and from work, school and other regional destinations. Pace serves tens of thousands of daily riders with fixed route bus service, ADA paratransit service, vanpools, Community Transit Services, and carpool and vanpool coordination through the Pace RideShare Program. Pace service is available to the 5.2 million residents of Cook, DuPage, Kane, Lake, McHenry and Will counties, an area of over 3,500 miles encompassing a wide range of demographic profiles and environments from urban to exurban.

Approximately 200 accessible fixed routes operate in 186 communities and provide a daily average of 135,492 trips. Fixed route services include regular bus routes and Pace's Express

Service Network (ESN). Pace's ESN services are long distance, express trips designed to improve connectivity throughout Northeastern Illinois and provide access to jobs, schools, medical care that may not be available in a rider's local area. ESN also includes Pace's Express Service to Popular Destinations (ESPD) which provides bus service to many events and activities in the suburbs and Chicago.

Pace's ADA Paratransit Service provides prearranged origin-to-destination service for persons with disabilities whose eligibility has been determined by the regional certification process managed by the RTA. This service is operated with over 1,100 vehicles and provides almost 4 million trips annually. Service rules are governed by the federal Americans with Disabilities Act.

The Vanpool Incentive Program provides Pace vans for work-related trips. Vehicles with lifts or ramps are available for participants with mobility devices. Variations of the program include Traditional Vanpools, Metra Feeder Vanpools and Advantage Vanpools. Carpool and vanpool partners can be found by registering at PaceRideShare.com. Pace RideShare is an automated, free matching service to assist with forming new, or joining existing, carpools and vanpools. Pace operates over 750 vanpools and provides over 2,000,000 trips annually.

Pace's Community Transit Services, like Commuter Links, Local Circulators, Dial-a-Rides (not ADA), Call-n-Rides, and Employee Shuttles, are local transportation services that use smaller capacity vehicles to provide short trips within communities. Mobility Direct and the Taxi Access Program provide ADA paratransit-eligible riders with taxi-based alternatives to Pace ADA Paratransit Service in the city of Chicago. During peak periods, Pace's Dial-a-Ride program includes over 80 services operated in conjunction with counties, townships, municipalities, businesses, agencies and individuals, providing approximately 1,500,000 trips annually.

4.2.4 Illinois Department of Transportation (IDOT)

Under MAP-21 IDOT continues as a designated recipient of Section 5310 funds, as it was under SAFETEA-LU. As a designated recipient for Northeastern Illinois, IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select grantees. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

IDOT is also responsible for the JARC and New Freedom Programs in the rural portions of Kendall County.

4.2.5 Urban Transportation and Land Use Planning Agencies

CMAP integrates planning for land use and transportation within the seven counties of Northeastern Illinois. Formed in 2005, CMAP combined the region's two previously separate transportation and land-use planning organizations – Chicago Area Transportation Study

(CATS) and the Northeastern Illinois Planning Commission (NIPC) – into a single agency. CMAP is developing strategies to address this region's serious growth issues and its implications for transportation, housing, economic development, open space, the environment, and natural resources. CMAP also staffs the MPO Policy Committee, which is designated by the governor of Illinois and Northeastern Illinois local officials as the region's MPO.

CMAP has established a four-level committee structure to help carry out the functions of the agency. Two of these committees, Human and Community Development and Transportation, also have specific roles with regard to the 5310 Program within the framework of their respective missions. The Human and Community Development Committee is made up of human service providers and advocates for older adults, persons with disabilities, and individuals with lower incomes. The committee is charged with providing advisory input to the CMAP board on proposed regional plans, projects, and policies from a human services based perspective. The RTA consults with this committee on the 5310 Program. The Human and Community Development Committee provided feedback on the updated HSTP.

The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-range plan and the region's Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for adoption.

Once a recommended POP is developed, it is submitted to the CMAP Human and Community Development Committee and CMAP Transportation Committee, during the public comment period for information purposes. Two CMAP staff members also serve on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1D Chapter V, Section 6d; which states:

"Federal transit law and joint FHWA/FTA planning regulations governing the metropolitan planning process require a locality to include the public and solicit comment when the locality develops its metropolitan long range (20-year) transportation plan and its (four-year) metropolitan TIP. Accordingly, FTA has determined that when a recipient follows the procedures of the public involvement process outlined in the FHWA/FTA planning regulations, the recipient satisfies the public participation requirements associated with development of the POP that recipients of Section 5307 funds must meet. See 23 CFR part 450 and 49 CFR part 613 (specifically Subpart B, "Statewide Transportation Planning," and Subpart C, "Metropolitan Transportation Planning and Programming.")

4.2.6 HSTP Project Advisory Committee

As noted previously, this committee of regional stakeholders helped update the HSTP. The members include representatives from the RTA Service Boards, IDOT; CMAP; the seven Northeastern Illinois counties; human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals; and private non-profit and private for

profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the Section 5310 program.

4.3 Coordination

The RTA, in addition to its ongoing consultations with its planning partners and its participation in the regional planning process described above, will continue to use the HSTP as a fundamental tool to enhance coordination in the region.

Throughout the life of the JARC and New Freedom programs, IDOT, with the assistance of RTA, utilized the original 2007 HSTP to help select projects for the SAFETEA-LU Section 5310 funding in Northeastern Illinois. As noted earlier, under MAP-21, RTA and IDOT will continue to coordinate activities as co-designated recipients. Further, RTA's Community Planning program provides funding and technical assistance throughout the region. This funding is for local planning initiatives that often center on the implementation of coordination strategies.

Currently, there are projects on the regional level and on the municipal level, which were funded through the JARC and New Freedom programs. Many of them had received RTA funding during their planning phase. RTA plans to continue its emphasis on coordination in the selection of new Section 5310 projects.

4.4 Eligible Subrecipients

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Eligibility requirements are no more restrictive than the Federal eligibility requirements. The RTA, however, is continuing the practice initiated in the JARC and New Freedom programs of encouraging prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

The RTA is also responsible for entering into supplemental agreements with the RTA Service Boards: Chicago Transit Authority, Metra, and Pace, which as Section 5307 direct recipients are eligible to be direct recipients for Section 5310 projects.

4.5 Local Policy Requirements

4.5.1 Local Share and Local Funding Requirements

In accordance with the HSTP, the use of non-cash or soft match for Section 5310 projects will be more restrictive than federal guidelines. RTA is allowing non-cash or soft match only for volunteer transportation program activities, physical improvements, computer hardware, and computer software.

Restricting the use of non-cash match to certain activities is designed to be consistent with and supportive of the developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support is thought to be a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Non-cash match in accordance with federal guidelines may be provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits. The RTA has elected to permit only the use of transportation development credits as instead of cash match. In accordance with the HSTP, if a project is providing service through a contract operator and the project meets the definition of a "traditional" capital project as defined in MAP-21, that grantee will still provide the equivalent of a 50% match for the contracted operations. The amount that exceeds 20% match for capital will be considered an overmatch with respect to the federal grant agreement funding the project. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited in the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

4.5.2 Policy on Vehicle Purchasing

IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

4.6 Project Selection and Method of Distributing Funds

The HSTP includes a process that meets federal requirements for project selection and distribution of funds. In determining a fair and equitable process for project selection, the HSTP PAC took into consideration the needs of projects that are still in operation that have previously received funding under the JARC/New Freedom programs and the need to allow for the implementation of new projects. The following describes the step-by-step process for allocating funds between IDOT and the RTA and then how the funds allocated to RTA will be distributed.

- Funds will be allocated between IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicle grants, on the basis of the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients. Based on that calculation IDOT will have an estimated \$1.83m available each year for FFY 2013 and FFY 2014.
- The balance of the estimated apportionments for FFY 2013 and FFY 2014 of \$4.34m/year will be available to RTA. RTA will use this amount to defray RTA administration costs and award eligible Section 5310 projects other than paratransit vehicles to Northeastern Illinois recipients.
- A two-step process for selecting and awarding projects will be used. The first step entails soliciting applications from among operating and mobility management projects that previously received funding under the SAFETEA-LU JARC/New Freedom programs that were still ongoing projects during the development of the HSTP update. This group of applications will be screened for eligibility by RTA staff and the Project Selection Team. The Project Selection Team will include one staff person from IDOT, two from CMAP and two from RTA.

- For those projects that are eligible, RTA staff and the Project Selection Team will recommend a funding mark for this group of projects to the HSTP Project Advisory Committee.
- Upon approval of the funding mark for the previously funded projects, a funding availability mark will be set for new and expanded projects that will be subject to a competitive selection process. The mark will also include, if necessary, an amount for traditional capital as defined by MAP-21. This is to ensure that in the aggregate 55% of the funds apportioned to Northeastern Illinois will be for Section 5310 traditional capital projects.
- A call for applications will be held for new projects and the expansion of existing projects. The amount of available funding for this portion of the program will be published as part of the application.
- A competitive selection process will be used for the evaluation and ranking of the new and expansion project applications. The Project Selection Team will utilize criteria approved by the PAC as included in the HSTP. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process. Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. Applications and criteria for use in the solicitations are included in Exhibit B of this document.

Consistent with establishing and maintaining an open and transparent process, the RTA's policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, timetables, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the performance-monitoring program. This information is made available and disseminated through a variety means:

- An extensive database compiled by CMAP and RTA is utilized to notify over 3,000 individuals and organizations of the Call for Projects. The database includes organizations and contacts.
- A Section 5310 meeting for prospective applicants and interested parties will be conducted in support of the call for projects where participants can meet with staff to address any relevant issues they may have or to arrange for additional consultations.
- The selection process utilizes evaluation criteria that were developed as a part of the HSTP update process.
- All applications received and the final approved POP are published on the program website rtachicago.com/section5310.
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved should future call for projects be conducted.

- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.

Applications for use by prospective subrecipients include program information, funding availability and the criteria for screening and/or evaluation of the applications.

4.7 Annual Program of Projects Development and Approval Process

Once the recommended POP is developed by the Project Selection Team, it will be presented to CMAP during the public comment period. Upon the conclusion of the public comment period, the RTA Board will consider the recommended POP for approval. Once approved by the RTA Board, the application will be submitted to FTA for approval.

The tentative schedule for the current Call for Projects Follows:

| <u>Date</u> | <u>Milestone</u> |
|-----------------------------|--|
| January 6, 2014 | Solicitation of Continuation of Previously Funded Projects |
| January 24, 2014 | Applications Due from Recipients of Continuation of Previously Funded Projects |
| February 28, 2014 | Funding Marks Set for All Project Types |
| March 1 thru March 30, 2014 | Public Comment Period |
| March 2014 | Presentation of POP of Continuation of Previously Funded Projects to CMAP |
| April 16, 2014 | Proposed POP Presented to RTA Board for Approval |
| May 5, 2014 | Call for New Projects and Expansion of Existing Projects |
| May 28, 2014 | Section 5310 Informational Meeting at RTA Headquarters |
| July 11, 2014 | Applications Due for New Projects and Expansion of Existing Projects |
| Sept. 1 thru Sept.30,2014 | Public Comment Period |
| September/October 2014 | Presentation of POP of New and Expansion of Existing Projects to CMAP |
| October 15, 2014 | Proposed POP Presented to RTA Board for Approval |

Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the rtachicago.com/Section5310 web site.

4.8 Administration, Planning and Technical Assistance

The RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to prospective recipients and recipients of Section 5310 funding. As noted in Section 4.4, the RTA's Community Planning program provides technical assistance to municipalities and other local governments throughout the region. Additionally, with respect Section 5310 Program, the RTA will provide technical assistance to prospective applicants as was done for the JARC and New Freedom Programs. The assistance will be provided through the Program's web site, by phone and on-site as needed. Subrecipients will also be allowed to have up to 10% of the federal portion of their budget assigned to defraying Section 5310 project administrative expenses.

4.9 Transfer of Funds

The RTA does not have any plans for transfer of funds.

4.10 Private Sector Participation

The HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Human and Community Development and Transportation Committees also have representatives of both private for profit and private non-profit sector represented.

4.11 Civil Rights

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Transit Programs. The recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier under the Project, with the provisions of 49 U.S.C. 5332. These provisions prohibit discrimination on the basis of race, color, religion, national origin, sex, age, and disability, and prohibit discrimination in employment or business opportunity.

b. Nondiscrimination on the Basis of Disability. The recipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

(1) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

(2) The ADA, as amended (42 U.S.C. 12101 et seq.), prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

(3) DOT regulations implementing Section 504 and the ADA include 49 CFR parts 27, 37, 38 and 39. Among other provisions, the regulations specify accessibility requirements for the design and construction of new transportation facilities and vehicles; require that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs; require public entities (including private entities "standing in the shoes" of a public entity as a subrecipient or under a contract or other arrangement) providing fixed-route service to provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service; and include service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems.

(4) Providers of demand responsive service must utilize accessible vehicles, as defined at 49 CFR 37.7 or meet the applicable equivalent service standard. For private and public entities, the service must be equivalent in regards to schedules, response times, geographic areas of service, hours and days of service, availability of information, reservations capability, constraints on capacity or service availability, and restrictions based on trip purpose.

(5) Providers of fixed route service must generally utilize accessible vehicles. Private entities may utilize non-accessible vehicles if they can provide equivalent service in terms of schedules and headways, in addition to the equivalent service requirements described above for demand responsive service. Public entities must also provide complementary paratransit service to fixed route service as defined in 49 CFR 37.121.

(6) In addition, recipients of any FTA funds should be aware that they also have responsibilities under Titles I, II, III, IV, and V of the ADA in the areas of employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

c. Nondiscrimination—Title VI. The RTA agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with all of the following requirements under Title VI of the Civil Rights Act of 1964:

(1) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance;

(2) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 CFR part 21;

(3) FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients.” This document provides FTA recipients and subrecipients with guidance and instructions necessary to carry out DOT Title VI regulations (49 CFR part 21);

(4) U.S. DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons (December 14, 2005). This guidance clarifies the responsibilities of recipients of Federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

(5) FTA Circular 4703.1 “Environmental Justice Policy Guidance for Federal Transit Administration Recipients.” This document provides FTA recipients and subrecipients with guidance and instructions necessary to carry out U.S. DOT Order 5610.2 to Address Environmental Justice in Minority Populations and Low-Income Populations, and Executive Order 12898 on Environmental Justice that describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles into existing programs, policies, and activities.

(6) U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations. DOT Order 5610.2 describes the process that the Office of the Secretary of Transportation and each operating administration will use to incorporate environmental justice principles (as embodied in Executive Order 12898 on Environmental Justice) into existing programs, policies, and activities;

d. Equal Employment Opportunity. The RTA agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with all equal employment opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000e), and with 49 U.S.C. 5332 and any implementing regulations DOT may issue.

e. Nondiscrimination on the Basis of Sex. The RTA agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. 1681 et seq.), with DOT implementing regulations, “Nondiscrimination on the Basis of Sex

in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25.

f. Nondiscrimination on the Basis of Age. The RTA agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), and Department of Health and Human Services’ (DHHS’) implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” (45 CFR part 90), which prohibit discrimination against individuals on the basis of age. In addition, the recipient agrees to comply with all applicable requirements of the Age Discrimination in Employment Act (ADEA), 29 U.S.C. 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act” (29 CFR part 1625), which prohibit employment discrimination against individuals on the basis of age.

g. Disadvantaged Business Enterprise (DBE). To the extent required by Federal law, regulation, or directive, the RTA agrees to take the following measures to facilitate participation by DBEs:

(1) The RTA agrees and assures that it will comply with MAP-21 Section 1101(b) (23 U.S.C. 101 note), which directs the Secretary of Transportation to expend not less than 10 percent of authorized federal funds with DBE’s. This 10 percent national goal is aspirational and is used by the Department of Transportation to help monitor and evaluate DBE participation in DOT assisted contracting opportunities.

(2) The RTA agrees and assures that it will comply with DOT regulation, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR part 26. Among other provisions, this regulation requires certain recipients of DOT Federal financial assistance, namely State and local transportation agencies, to establish goals for the participation of disadvantaged entrepreneurs and certify the eligibility of DBE firms to participate in their DOT-assisted contracts.

(3) The RTA agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin, in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from DOT, or in the administration of its DBE Program, and will comply with the requirements of 49 CFR part 26. The recipient agrees to take all necessary and reasonable steps set forth in 49 CFR part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from DOT. As required by 49 CFR part 26 and approved by DOT, the recipient’s DBE Program is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The recipient agrees that implementation of this DBE Program is a legal obligation, and that failure to carry out its terms shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification by DOT to the recipient of a failure to implement its approved DBE Program, DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, and/or the Program Fraud Civil Remedies Act, (31 U.S.C. 3801 *et seq.*).

4.11.1 Civil Rights Program Submittals

The RTA filed its most recent Title VI Program with the FTA on October 20, 2014. The program is under review by the FTA. In addition, the RTA specifically requires in all third party

contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Failure to do so is considered to be a breach of contract.

The RTA submitted its DBE Program, to FTA on July 10, 2014 and its DBE Goal on February 21, 2014.

As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third party contracts and agreements. The RTA specifically states in its third party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

4.11.2 Subrecipient Monitoring

Any grantee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient grantees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the grantee. Civil rights monitoring will concentrate on how the grantee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient grantees receiving more than \$1,000,000 in Federal funds in the previous Federal fiscal year or employing 50 or more employees are required to develop and submit an EEO program to the RTA. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contractors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or handicap. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient grantees receiving less than the above amount and employing fewer people need only to post information in their offices.

Grantees receiving more than \$250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Grantees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subgrantees at any tier. The RTA shall receive copies of all such reports.

Prior to any site visits, the RTA provides subrecipients with a check list indicating the areas to be reviewed. This check list includes the DBE-related areas to be monitored and discussed during the visit, if applicable.

4.12 Section 504 and ADA Reporting

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination on the basis of disability and 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 any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

The RTA has a number of persons on staff who are experts in the requirements of the ADA. The RTA provides eligibility determination for ADA paratransit service, issues reduced fare passes to qualified persons and offers travel training to persons with disabilities to assist them with using mainline transit provided by the transit agencies in the region. These staff persons work on a regular and consistent basis with the elderly and disabled community in the region as well as the current service provider of paratransit services. Their expertise will be utilized to assist with the required compliance and monitoring as needed.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities. The Americans with Disabilities Act of 1990 imposed specific requirements on both public and private providers of public transportation. ADA requires that equivalent services be provided to meet the needs of individual. The facility and vehicles of the grantee will be reviewed under the Maintenance and Continuing Control area. Under the civil rights area the review will concentrate on whether the grantee is providing accessible service to all persons with disabilities.

5.0 CONTRACTS AND FINANCIAL MANAGEMENT

5.1 Third Party Contracting

This section applies to all RTA subrecipient grantees that contract with outside sources under the 5310 Program. If a subrecipient grantee accepts operating assistance, the requirements of this manual apply to all third party purchase orders and contracts, including contracts for operations.

5.2 Subrecipient Grantees

The subrecipient grantee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third Party Contracting guidance, "grantee" also includes any subcontractor of the grantee. Furthermore, the subrecipient grantee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient grantee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting requirements of this section. Subrecipient grantees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

5.3 Operators and Providers as Subcontractors

Subcontractors of grantees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third Party Contracting guidelines.

5.4 Policy

RTA's and FTA's role in grantee procurements is reflective of Executive Order 13132, "Federalism", (Executive Order 13132, August 1999, 5 U.S.C. Section 601). "Federalism" directs federal agencies to refrain from substituting their judgment for that of their grantees unless the matter is primarily a federal concern and to defer, to the maximum extent feasible, to the grantees to establish standards rather than setting national standards.

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its grantees consistent with oversight responsibilities delegated to RTA by agreements with FTA.

5.5 Procurement

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements. Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. The review shall establish

whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

5.6 Contract Clauses and Provisions

The RTA's Technical Services Agreement, herein after referred to as the grant agreement, lists all RTA and other state and federal requirements applicable to RTA's grantees. The grant agreement will incorporate this document by reference. Many of these requirements are related to grantee procurements. Grantees are advised to consult the grant agreement for additional guidance and requirements.

5.7 Standards

The following minimum procurement standards to be attained in the conduct of an RTA assisted grant are provided so as to facilitate a grantee's cursory review of the required provisions and practices of Third Party Contracting as implemented by grantees. For a more thorough description of the contractual obligations applicable to grantees, applicants are advised to consult the specific terms of the grant agreement.

5.7.1 Contract Administration System

Grantees shall maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

5.7.2 Written Standards of Conduct

Grantees shall maintain a written code of standards governing the conduct and performance of their employees engaged in the award and administration of contracts. No employee, officer, agent, immediate family member, or board member of the grantee shall participate in the selection, award, or administration of a contract supported by RTA funds if a conflict of interest real or apparent would be involved. Such a conflict would arise when an employee, officer, agent, or board member; any member of his/her immediate family, and/or partner, or an organization that employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award. Moreover, the grantee's officers, employees, agents, or board members will neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by grantee or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the grantee's officers, employees, or agents, or by contractors or their agents.

5.7.3 Ensuring Most Efficient and Economic Purchase

Grantee procedures shall provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

5.7.4 Intergovernmental Procurement Agreements

To foster greater economy and efficiency, subrecipient grantees are encouraged to enter into intergovernmental agreements for procurement or use of common goods and services. The requirements and standards of this manual apply to procurements entered into under such agreements using RTA funds and Federal funds. An example of such an intergovernmental agreement is the State of Illinois' Consolidated Vehicle Procurement (CVP) program whereby local governments and Section 5310 grantees are eligible to purchase vehicles under a state contract administered by the Illinois Department of Central Management Services.

5.7.5 Use of Value Engineering in Construction Contracts

Grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lowest cost.

5.7.6 Awards to Lowest Responsive, Responsible Contractor

Grantees shall only consider bids and proposals from responsive contractors meeting the minimum submittal requirements of the Invitation for Bids. Of those submittals deemed responsive, grantees shall only consider bids and proposals from responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In determining responsibility, consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

5.7.7 Written Record of Procurement History

Grantees shall maintain records detailing the history of a procurement. At a minimum, these records shall include the following:

The rationale for the method of procurement, selection of contract type, reasons for contractor selection or rejection, and the basis for the contract price.

5.7.8 Use of Time and Materials Type Contracts

Grantees will use time and material type contracts only in the following instances:

After a determination that no other type of contract is suitable; and

If the contract specifies a ceiling price that the contractor shall not exceed except at its own risk.

5.7.9 Responsibility for Settlement of Contract Issues/Disputes

Grantees alone will be responsible in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee of any contractual responsibility under its contracts. RTA will not substitute its judgment for that of the grantee or subcontractor, unless the matter is primarily a RTA or federal concern. Violations of the law will be referred to the local, state, or federal authority having proper jurisdiction.

5.7.10 Written Protest Procedures

Grantees shall have written protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to RTA. A protester must exhaust all administrative remedies with the grantee before pursuing a protest with RTA. Reviews of protests by RTA will be limited to a grantee's failure to have or follow the grantee's protest procedures, or its failure to review a complaint or protest. An appeal to RTA must be received by RTA within five (5) working days of the date the protester was notified of an adverse decision by the grantee. Violations of federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of grantee or local law or regulations will be under the jurisdiction of grantee or local authorities.

5.7.11 Contract Period of Performance Limitation

RTA concurrence will not be granted for any proposed third-party contract which includes a period of performance exceeding five (5) years inclusive of options.

5.7.12 Competition

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- unreasonable requirements placed on firms in order for them to qualify to do business;
- unnecessary experience and excessive bonding requirements;
- noncompetitive pricing practices between firms or between affiliated companies; and
- noncompetitive awards to any person or firm on retainer contracts that are procured in a noncompetitive manner.

5.7.13 Organizational Conflicts of Interest

An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

5.7.14 Prohibition Against Geographic Preferences

Grantees shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed geographical preferences in the evaluation of bids or proposals. This does not preempt grantee licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

5.7.15 Written Procurement Selection Procedures

Grantees shall have written selection procedures for procurement transactions. All solicitations shall do the following:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be

procured and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use.

- Avoid detailed product specifications if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used. A grantee shall use a "brand name or equal" description only when it cannot provide an adequate specification or more detailed description, without performing an inspection and analysis, in time for the acquisition under consideration.
- The grantee must carefully identify its minimum needs and clearly set forth those salient physical and functional characteristics of the brand name product in the solicitation when a "brand name or equal" is used,
- Identify all requirements that offerors must fulfill and all other factors to be used in evaluating bids or proposals.

5.7.16 Pre-qualification Criteria

Grantees shall ensure that all lists of pre-qualified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition. Also, grantees shall not preclude potential bidders from qualifying during the solicitation period, which is from issuance of the solicitation to its closing date.

5.8 Methods of Competitive Procurement

The following methods of procurement may be used as appropriate.

5.8.1 Procurement by Small Purchase Procedures

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$10,000. Grantees are advised however that local small purchase procedures prevail. If a grantee does not have a minimum cost threshold governing small purchases, RTA staff should be consulted for guidance. In any event if small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources by use of telephone, facsimile, catalogs, or the Internet.

5.8.2 Procurement by Sealed Bids or Invitation for Bid

Commonly referred to as an IFB, bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. This bid method is the preferred method for construction and procuring other equipment. In order for sealed bidding to be feasible, the following conditions should be present:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business;
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price; and
- No discussion with individual bidders.

5.8.2.1 Applicable Requirements

The following requirements apply to procurement by sealed bids or IFB:

- The IFB will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time to prepare bids prior to the date set for opening the bids;
- The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services sought in order for the bidder to properly respond;
- All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of;
- Any or all bids may be rejected if there is a sound documented business reason; and
- Prior to award to the selected bidder, a price analysis should be conducted to verify that the price quoted is fair and reasonable.

5.9 Procurement by Competitive Request for Proposals

Commonly referred to as an RFP, the competitive proposal method of procurement is normally conducted with more than one source submitting a written proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids such as in the selection of an operator. If this procurement method is used the following requirements apply:

- Requests for proposals will be publicized;
- All evaluation factors will be established along with their relative importance prior to the receipt of proposals;
- Proposals will be solicited from an adequate number of qualified sources;
- Grantees will have a method in place for conducting technical evaluations of the proposals received and for selecting awardees; and
- Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered.

5.10 Procurement of Architectural and Engineering (A&E) Services

Grantees shall use competitive proposal procedures based on the Brooks Act when contracting for A&E services as defined in 40 U.S.C. § 1101 through 1104. Other types of services considered A&E services include program management, construction management, feasibility studies, preliminary engineering, design, surveying, mapping, and services which require performance by a registered or licensed architect or engineer.

The Brooks Act requires that the following apply:

- An offeror's qualifications be evaluated;
- Price be excluded as an evaluation factor;
- Negotiations be conducted with only the most qualified offeror; and

- Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee.

This "qualifications based procurement method" can only be used for the procurement of A&E services. This method of procurement cannot be used to obtain other types of services even though a firm that provides A&E services is also a potential source to perform other types of services. These requirements apply except to the extent any grantee adopts or has adopted by statute a formal procedure for the procurement of architectural and engineering services that is not in conflict with state or federal contracting requirements.

5.11 Procurement by Noncompetitive Proposals (Sole Source)

Sole source procurements are accomplished through solicitation or acceptance of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. A contract amendment or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with this subparagraph.

5.11.1 Application of Sole Source Method

Procurement by noncompetitive proposals may be used only when RTA authorizes noncompetitive negotiations and the award of a contract is infeasible under normal purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

- The item to be acquired has a total acquisition cost of less than \$3,000, Federal Micro Purchase level;
- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- After solicitation of a number of sources, competition is determined inadequate;
- The item is an associated capital maintenance item that is procured directly from the original manufacturer or supplier of the item to be replaced.

Prior to the use of this method, the grantee must first certify the following items in writing to RTA:

- That such manufacturer or supplier is the only source for such item;
- That the price of such item is no higher than the price paid for such item by like customers.

A cost analysis, or the process of verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, must also be conducted.

5.12 Contract Options

Grantees may include options in contracts. An option is a unilateral right in a contract by which, for a specified time, a grantee may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract. When a

grantee chooses to use options in a solicitation, the option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

In order to use contract options, these conditions must be met:

- A grantee must ensure that the exercise of an option is in accordance with the terms.
- Conditions of the option is in the initial contract awarded.

An option may not be exercised unless the grantee has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

5.13 Contract Cost and Price Analysis

Grantees must perform a cost or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals.

5.13.1 Cost Analysis

A cost analysis must be performed when the offeror is required to submit the elements (e.g., labor hours, overhead, materials, etc.) of the estimated cost under professional consulting and architectural and engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking and for sole source procurements, including contract modifications or change orders.

5.13.2 Price Analysis

A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price. Price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

5.13.3 Profit

Grantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

5.14 Federal Cost Principles

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with federal cost principles. Grantees may reference their own cost principles that comply with applicable federal cost principles.

5.14.1 Cost Plus Percentage of Cost

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

5.15 Bonding Requirements

For those construction or facility improvement contracts or subcontracts not subject to the negotiated procurement threshold, grantees may request to use local bonding policy and requirements, provided that the minimum requirements for construction contracts are met as follows:

- A bid guarantee (*i.e.*, bid bond) from each bidder equivalent to five (5) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified;
- A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract; and
- A payment bond on the part of the contractor. A payment bond is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from contractors are as follows:
 - 50% of the contract price if the contract price is not more than \$1 million;
 - 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - \$2.5 million if the contract price is more than \$5 million.

A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of RTA is adequately protected.

5.16 Payment Provisions in Third Party Contracts

5.16.1 Advance Payments

RTA does not authorize and will not participate in funding payments to a contractor prior to the incurrence of costs by the contractor unless prior written concurrence is obtained from RTA.

5.16.2 Progress Payments

Grantees may use progress payments provided the following requirements are followed:

- Progress payments are only made to the contractor for costs incurred in the performance of the contract.
- When progress payments are used, the grantee must maintain evidence of ownership of property (materials, work in progress, and finished goods) for which progress payments are made.
- Alternative security for progress payments by irrevocable letter of credit or equivalent means to protect the grantee's interests in the progress payments may be used in lieu of

obtaining title.

5.17 Liquidated Damages Provisions

A grantee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

5.18 Contract Award Announcement

If a grantee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of \$3,000 or more, the grantee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

5.19 Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the grantee or subcontractor including the manner by which it will be effected and the basis for settlement.

5.20 Statutory and Regulatory Requirements

A current and comprehensive list of statutory and regulatory requirements applicable to grantee procurements is contained in the RTA grant agreement. Grantees are responsible for evaluating these requirements for relevance and their applicability to each procurement. For example, procurements involving the purchase of iron, steel and manufactured goods will be subject to the "Buy America" requirements in 49 CFR Part 661. Further guidance concerning these requirements can be obtained by contacting RTA.

5.21 Special Provisions

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient grantees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and grantees are advised to review the required federal provisions (and source documents) which at a minimum, include the following:

5.21.1 Title VI Nondiscrimination

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

5.21.2 Equal Employment Opportunity (EEO)

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

5.21.3 Section 504 of the Federal Transit Act

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

5.21.4 Americans with Disabilities Act

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

5.21.5 Bus Testing Regulations

Requires grantees to certify compliance with the federal bus testing requirements before accepting any new bus model.

5.21.6 Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

5.22 Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded grantee; and where applicable, under such grants when the grantee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third party contractor.

5.22.1 Policy

The successful application of these principles requires development of mutual understanding between RTA, grantees and their third party contractors as to their scope, implementation, and interpretation. It is recognized that:

- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the grantee in accordance with whichever state, federal, and local laws and regulations as may be applicable.

- Each grantee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each grantee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of grantees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

5.22.2 Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

5.22.3 Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

5.22.4 Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

5.22.5 Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

For additional detail regarding cost allocation principles, grantees should refer to either OMB Circular A-87, "Principles of Cost Accounting for State and Local Governments," as amended or OMB Circular A-122, "Cost Principles for Nonprofit Organizations," as amended.

5.23 Program Measures

The reporting and data collection measures for the Section 5310 Program will be prescribed in the grant agreements with subrecipients. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

The Designated Recipient, using data from the Subrecipients, will be required to collect the following data:

- a. Gap in Service Filled. These are modifications to the geographic coverage of transportation service, the quality of transportation service or service times that increase the availability of transportation services for seniors and individuals with disabilities.
- b. ridership;
- c. accessibility improvements; and
- d. other measures, as the Secretary determines is appropriate.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures with its fourth quarter or annual milestone progress reports:

- (1) Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.
- (2) Ridership: Actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services.
- (3) Physical Improvements: Additions or changes to environmental infrastructure (e.g. transportation facilities, sidewalks, etc.), technology, and vehicles that impact availability of transportation services as a result of project implemented in the current reporting year.

5.24 Designated Recipient Program Management

The RTA has developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist grantees with their efforts to improve project management and administration.

In general, receipt of any Federal grant carries with it contractual requirements for reporting on the project's progress and for monitoring the use of grant monies. Grants made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/grantee's ability to manage, control, and administer Federal funds.

5.24.1 The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files stored at the RTA's office and an onsite visit of the grantee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

Steps in the Review Process:

- Contact with grantee by email or letter to schedule the review
- Desk Review
- Site Visit
- Compliance Report

For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every grantee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

5.24.2 Contact with the Grantee

The letter informs the grantee that a review of its project(s) will be conducted by the RTA's staff. It includes a request for a date of the review and a simple agenda. It asks that certain staff be available during the site visit and lists the materials, vehicles and facilities that will be reviewed.

5.24.3 Decision Matrix

The Matrix provides the listing of the areas that are subject to review as applicable.

Matrix with Review Areas as established by the 2014 Triennial Workbook

| Review Area | Threshold levels if applicable | Program Type OP/Cap/MM | Location (Desk/On-Site) | Applicability (RTA/Grantee) |
|--|---|---------------------------|----------------------------|---|
| 1. Financial Management & Financial Capacity | | All | Both | All |
| 2. Technical Capacity | | All | Both | All |
| 3. Maintenance | | All | On-Site | All |
| 4. Americans with Disabilities Act | | All | Both | Grantees |
| 5. Title VI | | All | Both | Grantees |
| 6. Procurement (including Third Party Contracts) | Concurrence required for over \$10,000 (RTA Requirement) | Capital or MM capital | Both | Grantees, procurements not covered by IDOT vehicle purchase |
| 7. DBE** | Grantee over \$250,000 full program all others, good faith efforts(49CFR26) | All | Both | Grantees, as required by limitations |
| 8. Legal** | Lobbying exceeding \$100,000, (49CFR Part 20, New restriction on Lobbying) | All | Both | All |
| 9. Satisfactory Continuing Control | | Capital | Both | All |

RTA Program Management Plan (PMP)
 Federal Transit Administration (FTA)
 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities -November 2014

| | | | | |
|---|--|---------------|-------------|-----------------------------|
| 10. Planning/ Program of Projects | Designated recipient(49 CFR Chapter 53, Federal Transit Laws) | All | N/A | RTA |
| 11. Public Comment for Fare and Service Change | N/A | N/A | N/A | N/A |
| 12. Half Fare | N/A | N/A | N/A | N/A |
| 13. Charter Bus | Program purposes | Operating | Both | Public Transit Operators |
| 14. School Bus | | Operating | Both | As Appropriate |
| 15. Safety & Security | Mandatory under MAP-21 (49 U.S.C 5329) | All | Both | All |
| 16. Drug Free Workplace and Drug & Alcohol Program | Drug Free Workplace = All Drug & Alcohol Program – When safety duties or vehicles carry 16 or more passengers (49 CFR Part 32; and 49 CFR Part 655) | Operating | Both | None unless carry CDL |
| 17. EEO | | Operating | Both | As Appropriate |
| Program Measure | Application required | All | Both | Grantees |
| Environmental * | Application required | All | Desk review | Grantees |
| Labor | Construction Davis/Bacon(40 U.S.C. 3141 et seq.) | Item Specific | Both | Does not apply to 5310 |

* Operating grants qualify for a Categorical Exclusions under environmental regulations.

** Unless otherwise noted, the threshold amounts are determined by federal requirements.

5.25 Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions.

5.25.1 Legal Documents

- Authorizing Ordinance
- Opinion of Attorney
- Annual List of Certifications and Assurances
- Pass through or operating agreements/subcontracts

5.25.2 Project Documents

- Application with signatures
- Signed contracts between RTA and grantee
- Monthly or Quarterly reports
- Annual reports including program measures reporting

5.25.3 Financial and Technical Documents

- Requisitions
- Cost Allocation Plan
- Indirect cost plans
- Copy of Yearly Audit
- Documentation of actions to resolve any audit findings

5.25.4 Procurement, Buy America Documents

- State procurement of vehicles documentation
- RTA concurrence of procurements \$10,000 or over
- Third Party contracts and any requests for concurrence
- Grantee self-certification of procurement process
- Review any lease agreements for equipment and/or facilities
- Buy America, waivers or certificates for FTA procurements

5.25.5 Maintenance and Satisfactory Continuing Control

(Vehicle, Equipment and Real Property Documents)

- Vehicle fleet roster with funding source documentation
- Annual Certification of Use submitted to RTA
- Capital Asset Inventory, every two years

5.25.6 Civil Rights

5.25.6.1 Title VI Assurance

- Review copy of standard Title VI Assurance
- Title VI Plan
- Materials that relate to pass through of funds without regard to race, color, or national origin and that minority populations are not being denied the benefits of or excluded from participation in programs

5.25.6.2 EEO

- If grantee receives more than \$1,000,000 and has more than 50 employees program required, review copy of EEO program
- Less than \$1,000,000, review file for EEO practices

5.25.6.3 DBE Plan and Report

- If grantee receives more than \$250,000, exclusive of vehicles, plan is required. If amount is less than \$250,000 only good faith efforts are required.
- Review any documents or reports submitted to RTA

5.25.7 Americans with Disabilities

- Review Compliance Plan

5.25.8 Safety and Security

- Review Subrecipient's Plan

5.25.9 Suspension and Debarment/Integrity/Restrictions on Lobbying

- For third party contracts and subcontracts over \$25,000, review copies of certifications on suspension and debarment
- For contracts over \$100,000 review certifications of Restrictions on Lobbying
- If a grantee uses non-federal funds for lobbying review copy of Standard Form LLL "Disclosure Form to Report Lobbying"

5.25.10 Charter and School Bus Service

- Review charters in compliance with new regulations, allowed for program purposes
- Review school bus routes if applicable

5.25.11 Drug Free Workplace and Drug and Alcohol Testing

- Review copy of Drug-Free Workplace policy and program
- Review program for Compliance with Federal Motor Carrier's Safety Administration rule for Commercial Driver's Licenses or program for Drug and Alcohol Testing

5.25.12 Program Measures

- Review proposal in application
- Review reports

5.25.13 Environmental

(A Grant application requirement)

- Review Categorical Exclusion documentation
- Review Environmental Review

5.25.14 Labor

(Not Required for Section 5310 unless Construction is occurring)

5.26 Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct a face to face review meeting with the grantee
- Review the compliance areas that pertain to a specific grantee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities

It also gives RTA and grantee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review

- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally it allows a general observation on the facility's condition and whether required signs are properly posted. At some grantee properties it will be necessary to ride a route to review the service and ADA compliance.

The grantee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the grantee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

The following is the listing of the overall compliance areas that will be reviewed during the site visit. It includes information concerning the requirement as well as the basis for the requirement under law or statute.

5.27 Legal

Federal Transit law requires that grantees under all programs be eligible and authorized under state and local law to request, receive and dispense FTA funds and to execute and administer FTA funded projects. The authority can be in the form of an authorizing resolution or the by-laws of an organization. The grantee needs to be able to accept responsibility for the project under the laws of a state.

The attorney for the grantee must be able to affirm the legal authority of the grantee and indicate whether any pending legislation or litigation may affect the legal status of the grantee. Additionally the attorney will need, with the authorized official, to sign the certificates and assurances for the 5310 program.

At the on-site review agency and/or grantee by-laws and board minutes will be reviewed.

5.28 Financial and Technical

Receipt of a grant under the 5310 Program obligates the grantee to use the funds it receives as specified in the project application and grant agreement. Execution of the grant agreement establishes a partnership between RTA and the grantee. RTA assumes an oversight role in the use of grant funds and retains a vested interest in the funds applied to a project, unused grant balances, and the property and facilities constructed, purchased, or otherwise acquired under the grant.

Grantees, operators, and third party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1D, as revised) and all State of Illinois requirements.

The RTA must be assured that funds for the grant are correctly managed and that the project(s) are being implemented. The grantee needs to have financial management procedures in place. Accounting systems must be able to allocate revenues and expenses, in an acceptable manner.

For grants funding services it is important that the service be marketed to the target populations for the program. The grantee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Grantees are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits performed must meet the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The selection of the auditor is to be made directly by the grantee. The grantee auditor must be independent from the grantee or operator. They cannot now, or during the course of the project, have any relationship with the grantee, including but not limited to any of the following: an officer, employee (volunteer or paid), stockholder or bookkeeper. If the organization uses the services of a CPA or audit firm for general accounting needs, the audit must be performed by a separate, independent and outside, audit firm.

The FTA may opt to perform audits of projects. These can take place during the course of a project and/or up to three years beyond the end of a master agreement.

The scope of the audit must include an examination of the grantee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the grantee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the grantee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are eligible under the contract. Finally the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

5.29 Purchasing, including Buy America

The "Common Rule", U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR part 18. and "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations," 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.

The purchasing area includes all third party purchases and contracts entered into by the grantee with Federal funds. Grantees at a minimum must have established internal procurement procedures. Grantees must insure that every purchase order and contract

issued by the grantee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

Grantees must follow RTA procurement practices and include FTA required clauses in their procurement process for contracts in excess of \$10,000. RTA concurrence is required for each procurement or construction contract estimated to cost greater than \$10,000. This concurrence is to be written and acquired before the advertising or solicitation of bids. Both the desk review and the site visit will include file review for concurrence documentation.

The RTA permits grantees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a grantee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

There is an instance wherein an agreement is not a third party contract, see Questions and Answers, Elderly Individuals & Individuals with Disabilities (Section 5310) Program, Last Updated April 29, 2009. Question 40 outlines the instance where assistance to a subrecipient flows through an intermediary subrecipient. If the ultimate subrecipient would otherwise be eligible to receive funds under the program then the agreement is not a third party contract and the third party procurement requirements do not have to be met. If the subrecipient is not otherwise eligible, the intermediary subrecipient would need to conduct procurement, consistent with FTA Circular 4220.1F, as revised.

Rolling stock acquisitions funded under the Section 5310 Program will participate in the Illinois Department of Transportation (IDOT) Consolidated Vehicle Procurement (CVP) process. The CVP ensures that Federal and state procurement requirements are met by the grantees. IDOT in conjunction with the Illinois Department of Central Management Services will procure all paratransit vehicles on behalf of the grantees. The following procurement activities are included in the program and relieve grantees from these requirements.

The procurement activities are:

- Vehicle specification development
- Competitive bidding
- Federal pre-award and post-delivery audit compliance
- Vehicle inspections during manufacturing
- Assistance to grantees with vehicle problems or fleet wide defects.

Grantees purchasing vehicles not covered by the consolidated process will have to comply with the requirements of FTA Circular 4220.1F, as revised, especially the rolling stock special requirements at Chapter IV.

FTA expects each recipient to self-certify that its procurement system complies with Federal requirements for any FTA assisted third party contracts the recipient undertakes and administers. Grantees and subrecipients are required to maintain a written code of standards of conduct governing the performance for their employees engaged in the award

and administration of contracts supported by Federal funds. This code will preclude any conflict of interest in a purchase and provides integrity for the process.

The following table presents general guidelines for capital purchases, as detailed in Federal Circular 4220.1F, as revised.

| Category | Funding Source | Limits | Procurement Procedures | Record Keeping |
|------------------------|----------------|--|--|---|
| Micro-Purchase Capital | Capital Grant | Unit cost less than \$3,000 | Local only | Local methods or 5 year minimum |
| Small Capital | Capital Grant | More than \$3,000 and lower than \$100,000 (RTA small Capital is up to \$10,000) | Local with notification of RTA | Document inventory and certify continued use for useful life of asset |
| Regular Capital | Capital Grant | Unit cost greater than or equal to \$10,000 (increasing to \$40,000 1/1/14) & useful life greater than or equal to 3 years | RTA specified, in accordance with Federal regulations. | Document inventory and certify continued use for useful life of asset |

During the on-site visit sample procurement files will be reviewed. This will help document that all procurement requirements are being met. Buy America certification is required for all procurements of steel, iron, and manufactured products, including rolling stock, over \$100,000. Waivers may be requested when they meet the four it is the public interest, domestically produced goods are not available, or when there is a price differential of at least 25% between domestic and foreign bids. The review of procurement files will incorporate the review of this area.

5.30 Maintenance, Satisfactory Continuing Control, Section 504 and ADA

A grantee is required by Federal and state laws and regulations to maintain and keep in good operating order all federally and state funded real property, facilities, equipment and vehicles. Real property is defined as land and buildings. Additionally a grantee must ensure that these items continue in transit service in conformance with the terms of the grant programs.

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the grantee's facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1D, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.1, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

RTA will comply with the final guidelines developed by IDOT for vehicle usage since IDOT will be developing the State Management Plan for the Section 5310 program

To assure compliance with the requirement to maintain items in good working order written maintenance plans and schedules should be developed. If the service is provided by an outside contractor, the contractor needs to provide them to the subrecipient for review by the subrecipient, the RTA and the FTA. These can be as simple as implementing a manufacturer's scheduled maintenance plan.

Compliance under the continuing control requirement includes maintaining insurance for all real property, facilities, equipment, and vehicles. Good maintenance practices require that items be insured against theft, loss or damage and that warranty standards be followed. All grantees are required to submit an annual certificate of use for all vehicles and equipment funded under the programs until they are no longer used in service.

FTA maintains an interest in property and equipment purchased with federal funds for the useful life of an item or until it is removed from service. For that reason grantees are required to maintain records on any of these items. Asset management means those systems used for recording purchases, for inventorying the purchased items and for maintaining items. FTA requires that physical inventories be taken at least every two years and that any differences are investigated.

When no longer needed or useful for their original purpose real property, facilities, equipment, and vehicles must be disposed of in accordance with Federal and state requirements. Disposition of real property and equipment with a fair market value of less than \$5,000 may occur with no further obligation to RTA. Disposition of equipment and real property with a fair market value in excess of \$5,000 requires a written disposition plan to be filed with RTA. In all cases of vehicle disposition, RTA must be notified regardless of fair market value. At the RTA's option these vehicles may be transferred to other operators.

5.31 Safety and Security

The development of formal safety and security plans is now mandated under MAP-21 for all the programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizing the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the grantee's property.

In the event of a natural disaster or homeland security event all transportation vehicles in the region may be called into use. Preplanning for such events allow quick response. In any event organizations should develop contacts at the local emergency response agency.

MAP-21 describes the contents of a plan as follows:

- The Board of directors (or equivalent entity) must approve the agency safety plan;
- The plan must include methods for identifying and evaluating safety risks throughout all elements of the agency;
- The plan must cover strategies to minimize the exposure of the public, agency personnel and property to hazards and unsafe conditions;
- A process and timeline for reviewing and updating the safety plan annually must be in place;
- Safety performance targets-as will be established by the FTA, in consultation with the transit community-must be in place.
- Each agency must have an adequately trained safety officer who reports to the general manager; and
- The plan must include a comprehensive staff training program for operations personnel and personnel directly responsible for safety.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Grantees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

5.32 Charter Bus and School Bus

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial assistance from FTA for program purposes only, under 49 U.S.C. 5310....." This relieves the operator of a 5310 project from this requirement while operating service under this program.

Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as "...an organization that serves persons who qualify for human services or

transportation - related programs or services due to disability, income or advanced age.” §604.3(q).

The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public. This service is commonly referred to as “tripper service”.

The on-site review will focus on vehicle utilization reports, schedules and service description, including maps.

5.33 Drug-Free Workplace and Drug and Alcohol Testing

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Grantees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all grantees certify that they provide a drug-free workplace.

FTA grantees that receive only 5310 program assistance are not subject to FTA's Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

Additionally, if the duties of any personnel meet the duties defined as safety sensitive they will have comply with the FMCSA. If any operating projects will be using vehicles that require a CDL, under the Federal Motor Carrier Safety Administration's regulations the carrier will be required to implement the regulations.

The Federal Motor Carrier Safety Administration's regulation under 49 CFR Part 40 requires:

- Pre-employment testing for drivers who perform a safety sensitive function.
- Reasonable suspicion testing when there is reasonable suspicion of use of alcohol and/or controlled substances.
- Random testing using a scientifically valid method.
- Post-accident testing for fatal accidents and moving violations requiring vehicle towing or medical attention.

FTA defines safety sensitive duties as:

- Operating a passenger service vehicle, whether or not it is in service.
- Operating a vehicle that requires a Commercial Driver's License (CDL).
- Controlling dispatch or movement of a vehicle.
- Performing maintenance on a passenger service vehicle.
- Carrying a firearm for security purposes.

5.34 Labor Protections

The transit employee protections, 49 U.S.C. 5333(b), do not apply to the 5310 program.

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

5.35 Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

The RTA may request that FTA assist it in instituting a variety of actions depending on the severity of the issue. FTA's Circular 5010.1D, as revised, Grant Management Requirements, outlines methods for Grant Close-Out and Suspension and Termination in Chapter III, Grant Administration. Section 5 b covers Close-Out by FTA and Section 6 covers Suspension and Termination. Among a variety of reasons a grant may be closed-out by FTA are either failure to comply with the terms or conditions of the Grant Agreement or other Federal requirement and/or failure by the grantee to make reasonable progress to complete approved grant activities. A grant may be suspended or terminated for a variety of reasons including the failure to comply with the conditions of a grant including failure to make reasonable progress. Additionally FTA can pursue a partial termination of a grant where funds are no longer needed to accomplish the grant purpose.

5.36 Other Provisions

The RTA makes appropriate certifications of compliance with Federal requirements. RTA cites language regarding these Federal requirements in its contracts with subrecipients and requires each subrecipient to execute a certification of compliance with the relevant Federal requirements. Subrecipient certifications are required of the subrecipient prior to the execution of a contract by RTA. In addition to monitoring subrecipient's adherence to Title VI requirements, all other applicable federal requirements and certifications will be monitored under the RTA compliance program.

5.36.1 Closeout Procedures

RTA will use a two-step process to move a Federal grant to closeout.

5.36.1.1 Subrecipient Closeout

Subrecipients are responsible for writing "Final Invoice" on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in the agreement are fully expended.

A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

Finance initiates closeout of the individual project once final payment is made.

5.36.1.2 RTA and FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA's TEAM system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by A-133.

Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1D, as revised, page III-14.

"The grantee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The grantee should electronically submit the following in TEAM as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant."

The Milestone Report will include information on the completion of the individual projects as well as the total project.

All project records will be maintained by the RTA for three years.