

STATE OF NEW JERSEY STATE MANAGEMENT PLAN

SECTION 5310 PROGRAM ENHANCED MOBILITY OF SENIORS & INDIVIDUALS WITH DISABILITIES PROGRAM



Revised January 2018

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- [EXHIBIT A - Subrecipient Vehicle Quarterly Report](#)
- [EXHIBIT B - Vehicle Inspection Report](#)
- [EXHIBIT C - Federal Requirements and Clauses](#)
- [EXHIBIT D - Subreipients Non-Vehicle Asset Management](#)
- [EXHIBIT E - Monthly Summary Report \(MSR\) \(S-Rides\)](#)
- [EXHIBIT F - Monthly Reimbursement Request](#)
- [EXHIBIT G - DBE Requirements for Race Netural Fed Procurement Activities](#)
- [EXHIBIT H - Lobbying Certification](#)
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- [EXHIBIT K - ADA Certification](#)
- [EXHIBIT L - Title VI Certification](#)

This State Management Plan (SMP) describes the State of New Jersey's policies and procedures in administering the Federal Transit Administration's (FTA) Section 5310 program. In New Jersey, NJ TRANSIT administers the FTA's Section 5310 Program. The SMP has been filed with the FTA Regional Office. Updates to the SMP shall be incorporated and submitted to FTA whenever NJ TRANSIT significantly changes its management of the program, applies for a new grant, or when the FTA requires new program requirements.

Recent revisions made to this document since the last Federal Transit Administration State Management Review in 2015 included the following:

January 2018

- Changes to Linked website – www.njcttp.org - changed to <http://s-rides.njtransit.com>
- Under FEDERAL/LOCAL MATCH REQUIREMENTS on page 16 revised the match requirements
- Changed eligible subrecipients to include for-profit agencies for shared ride purposes
- Added Exhibits
- Updated references to 2 CFR Parts 200 and 1201 (Supercircular).
- Updated Vehicle Useful life and Vehicle categories including new Transit Asset Management (TAM) requirements.

March 2015

- Under Civil Rights on page 23 updated the titles and departments responsible for oversight. On page 24 revised the language of the Title VI Program Requirements as per FTA Circular 4702.1B, including but not limited to the submission of subrecipient Title VI Programs to NJ TRANSIT every three years.

January 2014

- Under Eligible Subrecipients on page 14 included private for-profit organizations and Tribes.
- Under State Contribution on page 15 revised the match requirements.
- Under Eligible expenses on page 15 and 16 specified the % of apportionment to be spent on traditional capital vs. operation expenses.
- Under Funding Available on page 16 included Operating expenses.
- Under Disadvantaged Business Enterprise Program Requirements on page 25 included the DBE language that all FTA subrecipients receiving operating and capital funding are required to complete and submit the Subrecipient DBE Reporting Form on a bi-annual basis to NJ TRANSIT if any of the funds are used for contracting opportunities.
- Under Procurement and Third Party Contracting on page 31 updated the language to include Subrecipients must comply with the Third Party Contracting Requirements of FTA Circular 4220.1F in the solicitation, award and administration of its third party contracts. Subrecipients must also ensure that they complete all required certifications, reports, forms and other required items. Procurements must comply with DBE program requirements.

May 2013

- Under Reporting Requirements on page 32 added Federal Funding Accountability and Transparency Act (FFATA) requirement. The FFATA requires that as federal grants are awarded certain details of sub-awards greater than \$25,000 be reported on www.rsrs.gov.

June 2012

- Under Non-Vehicle Equipment on page 28 added new requirement subrecipients with active non-vehicle equipment must sign yearly certification of use.
- Under Maintenance on page 31 removed the reference to Exhibit C this Exhibit H has been removed from document. NJ TRANSIT's current preventative maintenance guidance located at <http://s-rides.njtransit.com/>

February 2012

- Under Public Involvement on page 9 added detail on involvement with training website.
- Under Eligible Subrecipients on page 13 provided clarification on public body eligibility.
- Under Eligible Capital Expense on page 14 provided clarification of other capital eligible under grant.
- Under Application Review on page 17 corrected MPO participation in the application review process.
- Transfer of Funds (Flex Funds) on page 20 added all funding sources that can be flexed into

Section 5310 program.

- Under Public Sector Participation on page 22 changed required legal notice done by applicant when submitting initial application.
- Under Title VI Program Requirement on page 23 minor wording changes clarifying process.
- Under Equipment Management on page 28 added additional language about non-vehicle equipment requirements.
- Under Vehicle types offered on page 29 updated vehicle descriptions.

March 2011

- Under Definitions on page 5 and 6 revised/updated the definitions for: Application, People with Disabilities and Subrecipient. Added a definition for D-U-N-S number.
- Under United We Ride on page 9 deleted paragraphs describing Executive Order issued by Governor in 2007. Executive Order has since expired.
- Revised Eligible Subrecipients by simplifying description of eligible public bodies on page 13
- Minor revisions to Eligible Capital Expenses on page 14, removed vehicle rehabilitation as eligible expense.
- Updated Application Instructions and Review Process section – pages 16 through 19 – to reflect current process.
- Revised Transfer of Funds on page 20 to include Section 5309 and CMAQ.
- Added provision of D-U-N-S number requirement on page 35
- Added Quarterly Reports will be required to be submitted electronically.
- Added New Maintenance Quarterly input screen
- Deleted Governor's Executive Order as Exhibit since it has expired.

December 2010

- Included revised NJ TRANSIT quarterly ridership report form.

April 2010

- Revised Title VI section on page 21 – 22 to include “new” in Circular 4702.1A Title VI and Title Guidelines for FTA Recipients issued April 2007.

The primary purpose of this State Management Plan is to provide information to the public regarding the administration of New Jersey's Section 5310 Program and to serve as the basic document that FTA can reference to review NJ TRANSIT'S administration of the Section 5310 Program. Applicants can contact NJ TRANSIT'S Local Programs and Minibus Support Unit, in writing for technical information or general assistance in completing an application for FTA Section 5310 funds. Comments regarding any revisions or any suggestions or inquiries regarding this SMP should be forwarded to:

**NJ TRANSIT
Local Programs and Minibus Support Unit
One Penn Plaza East, 4th Floor
Newark, New Jersey 07105
ATTN: Director
(973) 491-7372
GRANT5310@NJTRANSIT.COM**

GENERAL OVERVIEW

INTRODUCTION AND OVERVIEW

In a society which places great value on the ability to have access and mobility, seniors and people with disabilities want to retain opportunities to actively participate in all of life's pursuits including but not limited to education, employment, entertainment, medical treatment, nutrition, shopping, therapy and volunteer work. Often many individuals within these segments of the population find themselves transportation disadvantaged. The lack of availability and expense of travel often fosters social and economic isolation. Sometimes such isolation can lead to institutionalization instead of allowing for "aging in place" with full integration into a community. It is a quality of life issue and it is a challenge to society.

The Section 5310 program was established in 1975 as a discretionary capital assistance program. In cases where public transit was inadequate or inappropriate, the program awarded grants to private non-profit organizations to serve the transportation needs of elderly persons and people with disabilities. In the early years of the program, many of the subrecipient non-profit agencies awarded vehicles used them primarily for transportation for their own clients. In 1991, when this federal program was reauthorized under the Intermodal Surface Transportation Efficiency Act (ISTEA), the eligibility of public bodies under limited circumstances to facilitate and encourage the coordination of human services transportation was introduced. In 2005, Congress enacted SAFETEA-LU. SAFETEA-LU introduced the requirement that projects funded with Section 5310 funds be derived from a locally developed, coordinated public transit-human services transportation plan.

The Moving Ahead for Progress in the 21st Century Act (MAP-21), was signed into law on July 6, 2012 and provides funding for Federal transportation programs, including the Section 5310 Program - Enhanced Mobility of Seniors and Individuals with Disabilities. (For information via the Federal Transit Administration (FTA) website, click [here](#).) The intent of this program is to improve mobility for seniors and individuals with disabilities by providing financial support, through programs planned, designed, and carried out to meet the special transportation needs of these populations.

Fixing America's Surface Transportation (FAST) Act, signed into law on December 4, 2015 establishes the funding for FTA programs through authorizing legislation that amends Chapter 53 of Title 49 of the U.S. Code. On December 4, 2015, President Obama signed the FAST Act, reauthorizing surface transportation programs from FY 2016 through FY 2020.

The Section 5310 is administered on behalf of the Federal Transit Administration (FTA), U.S. Department of Transportation by the New Jersey Transit Corporation (NJ TRANSIT). Under this funding, 55% of the available portion may be used for eligible traditional capital projects and up to 35% may be used for non-traditional operating transportation projects. New Jersey's Section 5310 Program makes available capital assistance through the purchase of vehicles and related equipment to eligible private non-profit agencies, eligible for-profit agencies and designated public bodies to provide transportation to seniors and individuals with disabilities. Limited funding is available for mobility management and operational services. Since this grant program began in 1975 over 1,900 vehicles have been provided to eligible agencies throughout the State. From the start, the State of New Jersey has stressed the need for the coordination of funding sources and/or services in order to maximize the effects of this grant program. That remains especially true today in light of the new federal requirements under FAST Act.

DEFINITIONS

- a. **501(c)** - is a nonprofit organization in the federal law of the United States according to 26 U.S.C. § 501 and is one of 29 types of nonprofit organizations which are exempt from some federal income taxes. We require Articles of Incorporation as proof of tax exempt status.
- b. **Application** - application submitted by a qualified public agency, for-profit or non-profit organization to NJ TRANSIT, the administrator of the statewide program, requesting specific equipment or funding for a specific activity to meet their particular service need. The information contained in the application is the basis for which a review is conducted to determine eligibility and inclusion in the final grant to the federal government. This includes required public notification requirements such as public notice newspaper ads.
- c. **Capital Equipment or Facilities** include vehicles, vehicle related equipment and facilities that have a multi-year usable life.
- d. **Coordinated Human Services Transportation Plan (CHSTP)** - a plan that identifies the transportation needs of people with disabilities, elderly individuals, and people with low incomes, provides strategies for meeting those local needs, and prioritizes transportation services for funding and implementation. In New Jersey, each county is required to develop a plan and each county has named a designated lead to facilitate and oversee the planning process.
- e. **D-U-N-S number** – As per the Transparency Act of 2006 requires disclosure of entities receiving Federal funding through Federal awards. Starting October 1, 2010 all subrecipients of Federal funding must have a D-U-N-S number. The DUNS number is unique to the non-profit or government entity receiving federal awards.
- f. **Elderly Individual/Senior Citizens** is defined, for the purposes of the program, any person 60 years of age or older. At a minimum, the federal circular requires all persons 65 years or older. In New Jersey, in order to standardize the age requirement with other state-funded programs New Jersey defines elderly individual as anyone 60 years of age or older.
- g. **Eligible Services** which may be provided with the equipment awarded under this program, are transportation services primarily intended to improve the mobility for elderly/ senior citizens and people with disabilities. Other services may be allowable; however, these services will be considered to be incidental uses of the equipment and not considered as additional justification for the funding of the project. In addition, Section 5310 funds will not be used to purchase special vehicles to be used solely for meal delivery or to purchase specialized equipment such as racks or heating or refrigeration units although subrecipients may coordinate and assist in providing meal delivery if such does not conflict with the provision of transit services or result in a reduction of service.
- h. **For-Profit Organization** - Operator of public transportation that receives a section 5310 grant indirectly through a recipient, or private taxi operators that provide shared ride taxi service to the public or special categories of users (such as seniors or individuals with disabilities). Private taxi operators must provide documentation demonstrating that the company is providing a shared ride service in order to qualify for an award.
- i. **Human Service Transportation** means transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, elderly individuals and people with low incomes.
- j. **Local Government** includes a county, municipality, city, town, township, special district, council of governments (whether or not incorporated as a private non-profit organization under State law), regional or interstate government entity, or any agency or instrumentality thereof.
- k. **Mobility Management** consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation-service providers carried out by a recipient or subrecipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53. Mobility management does not include operating public transportation services.
- l. **Non-Profit Organization** means a corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501c which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under State law to be non-profit and for which the designated State agency has received documentation certifying the status of the non-profit organization.

- m. **Operating Expenses:** Operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.
- n. **Other Than Urbanized (Nonurbanized) Area** means any area outside of an urbanized area. The term "nonurbanized area" includes rural areas and urban areas under fifty thousand (50,000) in population not included in an urbanized area.
- o. **People/Individuals with Disabilities** is defined as any individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment or is regarded as having such an impairment.
- p. **Recipient** means a State agency designated by the chief executive officer of a State to receive funds apportioned by formula to the States under Section 5310 (b)(1), or a local government authority when Federal Highway Administration (FHWA) funds are flexed to Section 5310 to support services for individuals with disabilities. In New Jersey the designated recipient is NJ TRANSIT.
- q. **Service Area** is defined as the geographic area, which is to be served by the transportation service. If the service were to be concentrated in certain zones, these would be the primary service areas.
- r. **Small Urbanized Areas** (as used in the context of FTA formula grant programs) small urbanized areas are urbanized areas with a population of at least fifty thousand (50,000) but less than two hundred thousand (200,000).
- s. **Subrecipient** is approved applicant.
- t. **Urbanized Area (UZA)** - an area encompassing a population of not less than fifty thousand (50,000) people that has been defined and designated in the most recent decennial census as an "urbanized area" by the secretary of Commerce.

PROGRAM GOALS

The goal of the Section 5310 Program is to improve mobility for seniors and individuals with disabilities throughout the state. Toward this goal, NJ TRANSIT, by applying to the FTA, provides financial assistance for transportation services planned, designed, and carried out to meet the transportation needs of seniors and individuals with disabilities in all areas of the State—urbanized, small urban, and rural. The program requires coordination with other federally assisted programs and services in order to make the most efficient use of Federal sources. Although often grant subrecipients serve specific client groups, transportation services funded by this program may be open to all seniors and individuals with disabilities and then the general public once the immediate transportation needs as explained in the subrecipients grant application are satisfied. In addition, all subrecipients or service need must be identified in a CHSTP.

The objectives of NJ TRANSIT in administering the Section 5310 Program are as follows:

1. Provide the highest level of service possible to seniors and individuals with disabilities in the State of New Jersey.
2. Facilitate coordination and cooperation between non-profits, for-profits and local governments and NJ TRANSIT.
3. Encourage maximum use of resources to the fullest extent possible.
4. Demonstrate to transportation providers, through the development of standardized vehicle specifications, the maximum safety, comfort and design available in the marketplace.
5. Administer the program in accordance with all FTA regulations.

STATE ROLE IN PROGRAM ADMINISTRATION

The Governor of New Jersey has designated NJ TRANSIT as having the requisite legal, financial and staffing capabilities to receive and administer Federal funds under the Section 5310 program. NJ TRANSIT is the grantee for all Section 5310 funds within the State of New Jersey and applies on behalf of subrecipients. NJ TRANSIT is the nation's largest statewide public transportation system providing more than 944,000 weekday trips on 255 bus routes, three light rail lines, 12 commuter rail lines and through Access Link paratransit service. It is the third largest transit system in the country with 166 rail stations, 62 light rail stations and more than 18,000 bus stops linking major points in New Jersey, New York and Philadelphia. The Commissioner of the New Jersey Department of Transportation is Chairperson of NJ TRANSIT's Board of Directors ensuring coordination between the two agencies.

Administration of the Section 5310 Program is placed in the Local Programs and Minibus Support Unit, which along with Community Mobility, brings a variety of community transit based programs all under the Capital Planning and Programs (CP&P) Department. The Local Programs and Minibus Support Unit also administers the Section 5311 (non-urban) grant program, the state casino revenue tax funded Senior Citizens and Disabled Resident Transportation Program, and other grants that impact local transit services. Various other departments within NJ TRANSIT support Local Programs and Minibus Support in the administration of the program.

The Local Program and Minibus Support Unit will administer the Section 5310 program in conformance with the provision of FTA C9070.1G and with the broad direction defined by the statewide goals and objectives. NJ TRANSIT's responsibilities include: notifying eligible local entities of funding availability; developing project selection criteria; determining applicant eligibility; selecting projects for funding; and ensuring that all subrecipients comply with Federal requirements. Eligible non-profit and for-profit organizations or local governments/public bodies must apply directly to NJ TRANSIT for assistance under this program.

NJ TRANSIT is responsible for ensuring that local applicant and project activities are eligible and in compliance with Federal requirements and their approved application, that private for-profit transportation providers are provided an opportunity to participate to the maximum extent feasible, and that the program provides for maximum feasible coordination of transportation services assisted under Section 5310 with transportation services assisted by other Federal sources. In addition, NJ TRANSIT monitors local projects; ensures that all program activities are included in a statewide transportation improvement program (STIP); and oversees project audit and closeouts. NJ TRANSIT certifies to the FTA annually that the state and subrecipients have met or will meet all Federal requirements.

Under the authority of the U.S. Department of Transportation regulations, "Supercircular Uniform Administrative Requirements, Cost Principles and Audit Requirements Policy Changes" 2 C.F.R. Parts 200 and 1201 (sometimes referred to as the Supercircular), NJ TRANSIT relies on its own laws and procedures in the areas of financial management systems, equipment, and procurement for itself and its public body subrecipients.

As the grant recipient NJ TRANSIT'S major responsibilities as the administrator of the project and manager of federal funds are as follows:

- Document the State's procedures in a State Management Plan (SMP)
- Notify eligible local entities of the availability of the program. Solicit and review applications, and approve for inclusion into a Program of Projects.
- Prepare and forward the annual Program of Projects to the FTA.
- Certify eligibility of applicants and project activities. Monitor local project activities and provide technical assistance.
- Provide adequate inspection of equipment and oversight of services by qualified professionals. Establish and maintain a record keeping system for overall program accountability.
- Assure that the project conforms to grant agreements, applicable statutes, codes ordinances, and safety standards.
- Prepare all pertinent performance reports on the project.
- Ensure compliance with all federal, state and program requirements by consultants, contractors, and subcontractors working under approved third party contacts or interagency agreements, including procurement standards and labor regulations.

- Oversee project audit and closeout
- File a National Transit Database (NTD) report each year for each applicable subrecipient.

LOCAL PUBLIC INVOLVEMENT

NJ TRANSIT has a long established advisory group called the Senior Citizens and Disabled Resident Transportation Assistance Program Citizens Advisory Committee, formed primarily to provide input on public transit accessibility issues and the state casino revenue tax funded transportation program (Senior Citizens and Disabled Resident Transportation Assistance Program). This committee is made up of elderly individuals and people with disabilities as well as coordinated human services transportation providers making it an ideal vehicle to review Section 5310 issues.

With the annual SCDRTAP Public Hearing notice we also invite the public to review the State Management Plans (SMPs) for the following Federal grant programs administered by NJ TRANSIT.

- FTA Section 5310, The Enhanced Mobility of Seniors and Individuals with Disabilities Program
- FTA Section 5311, Non-urbanized Area Formula Program for Rural Areas

The annual application and current State Management Plan are available to the public on the S-RIDES website, <http://s-rides.njtransit.com>. Copies of the state management plans are also available upon request by calling (973) 491-7372 or writing to:

NJ TRANSIT
Local Programs & Minibus Support Department, 4th floor
One Penn Plaza East
Newark, NJ 07105-2246

In addition, throughout the year reports and presentations are made at regular meetings of the Council On Special Transportation (C.O.S.T. – www.njcost.com), local County Transportation Citizens Advisory Committees, and various organizations either providing or provided human services transportation. Presentations are also made as needed at Metropolitan Planning Organizations and relevant subcommittees, conferences, forums, etc.

COORDINATED HUMAN SERVICES TRANSPORTATION PLAN (CHSTP)

OVERVIEW

Federal transit law, as amended by MAP-21 and continued in the FAST Act, requires that projects selected for funding under the Section 5310, Jobs Access and Reverse Commute (JARC – Section 5316) and New Freedom (Section 5317) programs be derived from a locally developed, coordinated public transit human services transportation plan and that the plan be developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public. Since the reauthorization under MAP-21, the funding formerly provided under the FTA Section 5317 New Freedom program is now provided as part of an expanded FTA Section 5310 program that now includes operating funds to enhance services to seniors and people with disabilities. Similarly, the funding formerly provided under the FTA Section 5316 Job Access and Reverse Commute (JARC) program is now part of the FTA 5307 and FTA 5311 programs. In NJ, this program is now administered under a state operated program known as NJ-JARC.

The CHSTP identifies the transportation needs of people with disabilities, seniors, and people with low incomes, provides strategies for meeting those local needs, and prioritizes transportation services for funding and implementation. In New Jersey the locally “coordinated plans” are developed by the twenty-one (21) counties in the State.

UNITED WE RIDE

In February of 2004, the Governor of the State of New Jersey approved representatives from a state interagency committee consisting of the NJ Department of Human Services, NJ TRANSIT and the NJ Department of Labor to attend the United We Ride (UWR) Leadership Forum in Washington DC. In the spirit of the UWR federal Initiative, New Jersey’s interagency committee reconstituted itself and became recognized as the New Jersey Council on Access and Mobility (NJCAM), mirroring that of their federal counterparts. The Council has expanded its membership to include representatives from the Departments of Health and Senior Services, Corrections, Education and the Department of Labor’s Division of Vocational Rehabilitation (DVR), the Department of Human Service’s Division of Disability Services (DDS), Division of Developmental Disabilities (DDD), Division of Mental Health Services (DMHS), Division of Youth and Family Services (DYFS), Division Family Development (DFD), Division of Medical Assistance & Health Services (DMAHS) and NJ TRANSIT’S Access Link and the Rutgers Voorhees Transportation Center.

As the year 2005 came to an end, the NJCAM sponsored two one-day workshops. These workshops were held to introduce to local stakeholders the Framework for Action Community Self-Assessment process and to kick-off the county based “coordination plan” process needed to secure Section 5310, JARC and New Freedom formula grant dollars as outlined in the federal transportation legislation, SAFETEA-LU.

In April 2006, the Commissioner of NJ Department of Transportation and the Executive Director of NJ TRANSIT sent a letter to each of the 21 counties in New Jersey asking that they designate a lead person who would serve as the point of contact for the “coordination plan” process. The role of the designated lead was to be the facilitator at the county level that would bring together the relevant stakeholders and oversee the development of the “coordinated plan”.

In November 2006, a second annual United We Ride work session was held. At that meeting the designated leads and stakeholder teams from each county attended and the elements of the “coordinated plan” was presented and discussed by representatives of the FTA, NJ TRANSIT and the NJ Department of Human Services.

HISTORY OF COORDINATION – EARLY YEARS 1980 THROUGH 1997

The requirement for coordination and the development of a coordination plan for human services transportation is not a new concept in New Jersey. The current requirement under SAFETEA-LU is built upon and reinforces previous efforts in New Jersey.

In January of 1980, a Governor's Task Force on Transportation Services for Senior Citizens and Persons with Disabilities issued a report entitled "Coordinating Specialized Transportation Services in New Jersey." The Task Force identified eighteen major sources of social service transportation funds administered by four different state agencies and twelve of their sub-divisions. The need for a transportation component in order to fulfill a specific social program goal and objective had created many small transportation units which addressed the needs of individual programs oriented towards not only

senior citizens and persons with disabilities but the very young, the unemployed, the poor and others who lacked mobility.

It was these costly fragmented transportation services at the local level that lead the Governor's Task Force to endorse the concept of coordination as a means of improving or expanding non-traditional transportation services to the transportation disadvantaged. At the time, the concept of coordination was impossible to achieve because of both real and perceived barriers, such as a funding source losing accountability, client mixing, and/or regulation restrictions.

The Task Force recommended the establishment of an interdepartmental advisory group, which would continue to examine ways to coordinate programs and funding. Other major recommendations were:

- 1) The Department of Transportation should establish an Office for Coordinated Transportation and assume a lead role in coordinating social service and paratransit operations in the State;
- 2) A Transportation Coordination Office should be established in each of the twenty-one counties; and
- 3) Coordination efforts of specialized transportation at the state and local level must include mass transportation services;

There were sixteen other recommendations, which focused on the concepts of cooperation, coordination and consolidation.

As this report was completed there were two other events unfolding, which ultimately lead to the implementation of many of the Task Force's recommendations. The first event was the creation of NJ TRANSIT, which had been occurring simultaneously during the life of the Governor' Task Force. The second was the potential for state funding which could serve as the glue for the various programs and funding sources with the broadening of the allowable uses of a casino revenue tax fund.

In May of 1981 the responsibility for administering several specialized transportation grants originally housed at NJDOT were transferred to NJ TRANSIT and a newly created Office of Special Services. At the time three FTA (formerly UMTA) administered grant programs; Section 5310, Section 5311 and FAUS Transfer (discontinued program) as well as the state administered Reduced Fare Program were transferred to NJ TRANSIT. Of those four programs, the three FTA grants were to be administered by the newly created NJ TRANSIT Office of Special Services. The Reduced Fare Program was relocated to NJ TRANSIT bus operations.

A few months after the creation of this Office, in November of 1981, voters approved a constitutional amendment to permit casino tax revenues to be used for transportation services for senior citizens and disabled residents. It then took two additional years for the Senior Citizen and Disabled Resident Transportation Assistance Act to be signed into law in January 1984. This legislation created a special transportation assistance program and designated NJ TRANSIT'S Office of Special Services as administrator.

Today, NJ TRANSIT provides technical assistance and program oversight to twenty-one (21) county coordinated paratransit systems, fourteen Section 5311 rural transit systems, over 20 Section 5316 (JARC) employment transportation services and over one hundred (100) agencies under the Section 5310 program.

INTERAGENCY COORDINATION – 1997 THROUGH 2007

In 1997, the Work First New Jersey (WFNJ) welfare reform program served as the catalyst for a statewide inter-agency effort to improve access and mobility for low income and other transit dependent populations. A partnership emerged between the New Jersey Department's of Human Services (DHS), Transportation (DOT), Labor (DOL), NJ TRANSIT and the NJ State Employment and Training Council (SETC), which initiated a coordinated community transportation planning process. That process was instrumental in the development of Community Transportation Plans and securing needed funds by blending program monies to support new or expanded programs that previously limited access to employment in each of the 21 counties. New Jersey began addressing access and mobility limitations by implementing 5 collaborative transportation programs. Free monthly bus/rail passes became available through the WorkPass Program and alternatives to public transit were implemented through the Transportation Block Grant Program to active TANF recipients participating in work related activities. Post-TANF recipients were eligible to receive seven free months of bus/rail passes under the Get A Job: Get A Ride and the Extended WorkPass Programs. If public transportation was inaccessible, beneficiaries were offered the opportunity to participate in the Transportation Plus Grant alternative program. Additionally, local inter-agency transportation steering committees were established to continue discussing ways to enhance transportation services.

In 1999, New Jersey utilized their established local collaborative effort to solicit project proposals when the Transportation Equity Act for the 21st Century (TEA-21) was enacted, creating the Job Access and Reverse Commute (JARC) Federal Transportation Grant. JARC regulations permitted the use of federal funds {such as Medicaid and Temporary Assistance to Needy Families (TANF)} to be used as local match for FTA programs.

In 2007 and 2008, each of the 21 counties submitted a Coordinated Human Service Transportation Plan (CHSTP) which each of the counties had updated by December 31, 2013 and every five years thereafter.

REQUIRED ELEMENTS OF THE CHSTP

In New Jersey, all grant projects shall be derived from a county developed coordinated plan that at a minimum includes the following elements at a level consistent with available resources and the complexity of the local institutional environment:

1. An assessment of the demographics of the county service area including common locations (shops, hospitals, housing units, schools, etc.), land use, income levels, personal cars per household, race, ethnicity, languages spoken, etc.;
2. An assessment of available services that identifies current transportation providers (public, private, and non-profit);
3. An assessment of transportation needs for people with disabilities, seniors, and people with low incomes. This assessment must include needs and gaps in service and can be based on the experiences and perceptions of the planning partners or on more sophisticated data collection efforts;
4. Strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery; and
5. Priorities for implementation based on resources from multiple program sources, time, and feasibility for implementing specific strategies and/or activities identified.

The projects selected for funding under the Section 5310 program according to the FTA circular must be derived from a locally developed, coordinated public transit-human services transportation plan that was developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public. The requirement for developing the CHSTP is intended to improve services for people with disabilities, seniors, and people with low incomes. The stakeholder group for the local planning process should invite members from each of the targeted populations.

In New Jersey, NJ TRANSIT as the designated recipient will consider a plan official when the governing body of the county has adopted it. The planning process should be considered an ongoing process and it should be understood that the stakeholders should be consulted at a minimum twice a year to review the status of the plan and include any new agencies that are either meeting a gap in service or have become part of your stakeholder group. CHSTPs will need to be updated every five (5) years.

REQUIREMENTS OF THE DESIGNATED LEAD AGENCY

- Schedule at least two (2) stakeholder group meetings per year.
- Update the CHSTP at least every five (5) years.
- Sign-off on annual Section 5310 application certification that applicants are named in the CHSTP or meeting an identified need or gap named in the CHSTP.

ELIGIBILITY AND ELIGIBLE ASSISTANCE CATEGORIES

ELIGIBLE SUBRECIPIENTS

The State of New Jersey does not impose any limitations on eligible subrecipients or service areas, which are more restrictive than those limitations imposed by the federal government.

Under the Federal Transit Administration Section 5310 Program, private non-profit organizations, private for-profit organizations, and qualified public bodies may apply for capital (see Eligible Projects) or operational funds for transportation services for elderly individuals and people with disabilities.

Eligible subrecipients of Section 5310 funding include:

- **Private Non-Profit Organizations**
 - A non-profit organization is a corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. §501(c) which is exempt from taxation under 26 U.S.C. Section 501(a), one which has been determined under state Law to be non-profit and for which the designated state agency has received documentation certifying the status of the non-profit organization.
- **Private For-Profit Organizations**
 - Operator of public transportation that receives a section 5310 grant indirectly through a recipient.
 - Private taxi operators that provide shared ride taxi service to the public or special categories of users (such as seniors or individuals with disabilities). Private taxi operators must provide documentation demonstrating that the company is providing a shared ride service in order to qualify for an award.
- **State or Local Governmental (including Municipalities and Counties) Authority**
 - Designated Lead Public Bodies eligible to apply for Section 5310 funds are agencies who are the coordinators of services for elderly individuals and people with disabilities and who are also the designated lead for coordinated human services transportation activities in particular areas.
 - Public bodies other than the lead coordinating public body are eligible if they are identified in the locally developed coordinated public transit-human services plan and self-certify in their application that no non-profit corporations or associations are readily available in the area to provide the service.
- **Tribe**
 - Federally recognized Indian Tribes

LOCAL MATCH REQUIREMENT AND ELIGIBILITY

Section 5310 funds may be used to finance capital and operating expenses. The Federal share of eligible capital costs shall be in an amount equal to 80 percent of the net cost of the activity. The Federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the activity.

The local share of eligible capital or mobility management costs shall be no less than 20 percent of the net cost of the activity, and the local share for eligible operating costs shall be no less than 50 percent of the net operating costs.

- For vehicle awards, no match is required from the applicant (subrecipient). NJ TRANSIT provides the twenty percent (20%) local match requirement for capital costs of vehicles and equipment (subject to the availability of funds); therefore any agency approved for a vehicle or equipment will be covered at 100%.
- For Mobility Management awards, such as acquisition of transportation services, travel training and/or planning projects; the applicants (subrecipients) must provide the twenty percent (20%) local match. Mobility Management awards of equipment do not require a local match. NJ TRANSIT will cover the 20% local match requirement.
- For Operating awards, the subrecipient is required to provide the fifty percent (50%) local match.

The source of the local match needs to be identified in the application. Although you cannot use Federal Transit Administration funds as local match, we will accept non-FTA federal match funds. Confirmation of matching shares will be

requested prior to execution of the agreement. If you intend to use indirect and/or in-kind match it will be reviewed and approved by NJT staff on a case-by-case basis prior to execution of the agreement. Some examples of these sources of local match include: state or local appropriations; dedicated tax revenues; private donations; revenue from service contracts; transportation development credits; volunteer driver hours; and net income generated from advertising and concessions. Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5310 operating assistance. In either case, the cost of providing the contract service is included in the total project cost.

No FTA program funds can be used as a source of local match for other FTA programs, even when used to contract for service. All sources of local match must be identified and described in the grant application at the time of grant award.

STATE CONTRIBUTION

Starting with FFY 2013 the following monetary match requirement will be in effect in New Jersey. NJ TRANSIT reserves the right to utilize toll credit in lieu of cash match.

<u>Request Type</u>	<u>FTA required match</u>
Capital Assistance	
Vehicles	20% match required – provided by NJ TRANSIT*
Mobility Management	
Equipment	20% match required – provided by NJ TRANSIT*
Acquisition of Transportation Services	20% match required – provided by applicant**
Travel Training	20% match required – provided by applicant**
Planning	20% match required – provided by applicant**
Operating Assistance	50% match required – provided by applicant**

**Please note this is subject to the availability of funds, all applicants should be prepared to provide the match if required or needed.*

***In the application, applicants must identify the source of local match*

STATE ADMINISTRATIVE EXPENSES

Ten percent of NJ TRANSIT's total fiscal year apportionment shall be used as the Federal share of program administration costs (Section 5310 administrative funds). Program administration costs or expenses consist of those costs or expenses incurred by NJ TRANSIT in implementing and managing the entire Section 5310 program, including previously funded projects, if necessary. Section 5310 administrative funds are not specific to one grant, but may help to pay the ongoing administrative costs of previous Section 5310 projects that require further staff effort. FTA treats the limitation on Section 5310 administrative funds as applicable to Section 5310 funds apportioned to the state over time, not necessarily to the apportionment for a particular fiscal year. Eligible program administrative cost may include, but are limited to, general administrative and overhead costs, staff salaries, office supplies, and development of specifications for vehicles and equipment. The program administration budget line item may also include technical assistance and planning activities.

FUNDING DISTRIBUTION

The method of distributing funds is based upon evaluating the needs of the applicants in the state on an annual basis. It is a competitive application process. These needs are described in the Project Selection Criteria section in this State Management Plan. After state administrative funds are set aside, all remaining funds will be distributed to eligible applicants on a formula basis. Federal regulation stresses the need to distribute Section 5310 funds in a fair and equitable manner. NJ TRANSIT'S formula to distribute funds is based on the urbanized, small urban and non-urbanized populations living in each county.

In New Jersey, NJ TRANSIT, as the designated recipient, purchases all vehicles for this program on behalf of the

subrecipients. By procuring all equipment at the state level it ensures compliance with various federal procurement regulations; achieves competitive pricing through bulk purchasing and allows the state to incorporate current marketplace design into equipment purchase. Mobility management projects and operational services, including third party contracts, are reviewed and monitored for compliance with all state and federal procurement regulations.

The intent of this program is to improve mobility for seniors and individuals with disabilities by providing financial support, through programs planned, designed, and carried out to meet the special transportation needs of these populations.

At least 55% of program funds must be used on traditional capital projects that are:

- Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, inappropriate, or unavailable.

The remaining 35% may be used for non-traditional projects that are:

- Public transportation projects that exceed the requirements of the ADA.
- Public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit.
- Alternatives to public transportation that assist seniors and individuals with disabilities.

ELIGIBLE PROJECTS

Vehicle Projects

- For the provision of services to seniors and individuals with disabilities served directly by the agency as described in the Application;
- By a private for-profit operator, by lease or other contractual agreement only for the services identified in the grant application. Vehicles acquired by non-profit agencies may be leased to private for-profit companies where such applicants could not otherwise provide required services and where such arrangements result in more efficient and effective service for seniors and individuals with disabilities;
- Section 5310 subrecipients are permitted to provide charter service as long as they comply with 49 CFR Part 604; the most up-to-date rules for charter service were issued by the FTA in 2008. Charter service is defined as transportation provided at the request of a third party for exclusive use of vehicle for a negotiated price or transportation provided to the public for events or functions that occur on an irregular basis or of a limited duration and a fare is charged (above regular fare) or a third party pays for part of or the whole service. If providing charter service subrecipients must provide quarterly reports of service to NJ TRANSIT.
- Subrecipient may lease or share the use of a vehicle to another agency as described in your application. When vehicles are leased/shared with another agency other than the direct subrecipient named in the grant application, there must be a written contract/agreement/lease between the two parties. Be advised – as the direct subrecipient, an agency is responsible for all requirements as defined under the agreement with NJ TRANSIT. **When leasing, agencies must adhere to the following:**
 - Receive prior written approval from NJ TRANSIT.
 - i. A copy of an approved lease/sub-lease must be submitted to NJ TRANSIT and include all required federal certifications and clauses.
 - The lease/sub-lease must be for services as described in the application.
 - Leases/sub-leases may be made with the following organizations:
 - i. Private non-profit
 - ii. Private for-profit
 - iii. Local Public Body

Mobility Management/Equipment Projects/Acquisition of Transportation Services

Please note: 20% local match required from subrecipient.

Requests may include the following:

- Support for short term projects to plan and implement coordinated services;
- Support for a planning consultant to review agency routes, demographics, trip generators, and develop more efficient service;
- Support for planning consultant to facilitate/update CHSTP plan;
- The support of State and local coordination policy bodies and councils both statewide and local stakeholder groups;
- The support of travel training to teach seniors and individuals with disabilities to use fixed route system (bus/train);
- The development and operation of one-stop transportation traveler call centers to coordinate transportation information for customers among supporting programs;
- Acquisition of transportation services under contract; and
- Acquisition of intelligent transportation technologies to help plan and operate coordinated systems inclusive of Geographic Information Systems (GIS) mapping, Global Positioning System technology, coordinated vehicle scheduling, dispatching and monitoring technologies as well as technologies to track costs and billing in a coordinated system and single smart customer payment systems (Please note the 20% local match will be provided by NJ TRANSIT subject to the availability of funds).

Requests may support only the following expenditures:

- Equipment
- Salary/Fringe
- Third Party Contracts
- Other (may not exceed 10% of the overall requested budget)

Operating Projects

Requests may support only the following expenditures:

- Salary/Fringe
- Maintenance/Repairs
- Third Party Contracts
- Fuel
- Insurance

Please note: fares will be deducted from the federal allocation at time of reimbursement

APPLICATION INSTRUCTIONS & REVIEW PROCESS

PROGRAM NOTIFICATION

NJ TRANSIT maintains a mailing list to notify interested organizations of the Section 5310 Program. This list is comprised of agencies that have received or are receiving assistance under this program, agencies that applied to this program but were denied funding, and agencies that inquired or requested information regarding this Program via phone, letters or e-mail. Annually, when applications become available, NJ TRANSIT automatically sends notification to all municipal and county clerks, county coordinated systems and to agencies on this mailing list notifying them of application availability. In addition we e-mail all current subrecipients that the application is available. NJ TRANSIT advertises the Section 5310 Program in various newspapers of general circulation including minority newspapers published in New Jersey. NJ TRANSIT also announces through a press release the availability of applications and the press release and application can be found on the S-RIDES website at <http://s-rides.njtransit.com>.

THE APPLICATION

Applicants must complete a Section 5310 Application through the S-RIDES website <http://s-rides.njtransit.com> in order to apply for a vehicle, mobility management and/or operating project. Applicants can contact NJ TRANSIT'S Local Programs and Minibus Support Unit by phone, e-mail or in writing, for assistance in completing an application for FTA Section 5310 funds.

In order to evaluate an applicant's eligibility, the applicant must complete the following information in the Application:

- **Agency information** – Applicant must complete this section including the DUNS and FAIN numbers, and attach to the Application a copy of Articles of Incorporation and/or Section 501(C) of the Internal Revenue Code. Applicant must include the requested financial audit/annual report/financial statement.
- **CHSTP** – Applicant must describe any and all coordination efforts made by your agency with other transportation providers in the area.
- **Transportation Services** - Applicant must describe how FTA assisted services are or will be coordinated with social service agencies, private transportation providers or local governments in the service area and attach agreement(s).
- **Vehicle Project** – If applicant is requesting vehicles, must describe the transportation program the vehicles will support and supply information about your budget, service area and maintenance programs.
- **Mobility Management Project** – If applicant is requesting funds for a mobility management project, must describe the transportation program the project will support and supply information about your budget and milestones.
- **Operating Project** – If applicant is requesting funds for operations, must describe the transportation program and how the funds will be distributed throughout the program, and supply information about your budget.
- **Additional Documents** - The applicant must publish a legal notice to provide an opportunity for interested parties to comment on proposed Section 5310 project. Applicants must read and sign the State Standard Assurances.

APPLICATION REVIEW

Since NJ TRANSIT is responsible for administration of the FTA Section 5307, Section 5310, Section 5311, CMAQ, NJ-JARC and state casino revenue funding for transportation, the agency has historically encouraged coordination of transit services provided through these programs. Existing coordinated transportation systems or agencies working in cooperation with other transportation providers are given preference for funds available under the Section 5310 program.

All subrecipients must, at a minimum, participate in the locally developed “coordination plan” process and be willing to participate as a stakeholder.

After the filing deadline, we send each designated lead a list of applicants with vehicles and/or projects requested. The designated lead must sign-off on whether the agency or public body is participating and/or stakeholder in the local human services transportation coordination planning process. This allows each designated local lead an opportunity to review the list of applicants in order to afford a chance to revise and/or update the CHSTP. If the designated lead confirms that the applicant is a participant in the coordinated transportation services or will be participating then the applicant’s application will be reviewed for consideration under the Section 5310 program.

The review is broken into two parts: Local Review (Local Programs and Minibus Support / MPO) and state review. A review of the application is conducted to ensure there is no missing required data which would disqualify the application. Each application is then reviewed and scored by designated NJ TRANSIT and staff. After staff review, a spreadsheet is developed which includes copies of each application for appropriate MPO review and scoring.

The Statewide Review Committee, including NJ TRANSIT staff and Metropolitan Planning Organization (MPO) representation will review each application submitted for 5310 funding. NJ TRANSIT will work with each of the three MPO’s to insure that they are included in the review process and that the selected applicants are included in the appropriate locally developed human services coordination plan and MPO transportation improvement plan. NJ TRANSIT staff and MPO scores are inputted into the S-RIDES database which automatically ranks the applications within each county from highest to lowest score.

After the local reviewers’ scores are completed, NJ TRANSIT develops application rankings by UZA listing all applicants by highest to lowest score. This method is used during the state review process. Invited to participate in the state review are representatives from the NJ TRANSIT’s SCDRTAC, as well as representatives from NJ TRANSIT including the Office of Civil Rights and Diversity and ADA staff, MPO’s and other state and county agencies such as the Department of Human Services, Office of Disabilities Services, Office on Aging Foundation, etc. During the state review the highest ranked applicants in each county are discussed, the committee looks at the most critical needs within a county. Ranking is accomplished by a weighted point system, which in general favors on-going transit services (replacement), and coordinated and/or consolidated services. Non-weighted criteria are discussed at the state review committee meeting. Such factors as past program compliance, vehicle maintenance, as well as knowledge of other pending grants to applicants are addressed at that review meeting.

TECHNICAL CAPACITY

In reviewing an application and during the life of the project all Section 5310 applicants must demonstrate the technical capacity to carry out the services proposed. **At a minimum the applicant must be able to:**

- Demonstrate the financial ability to perform and deliver the service applying for and awarded.
- Demonstrate the adequate level of staffing and grant experience and knowledge to comply with all FTA grant requirements.
- Demonstrate the adequate level of staffing and operational experience needed in delivering the service as per grant award.
- Demonstrate the adequate level of staffing and maintenance experience for performing required maintenance on vehicles used or purchased for this service.
- Demonstrate the adequate level of vehicles including spare vehicles to perform the service under this program.
- Demonstrate a driver training program to ensure safe and reliable service to all passengers.
- Demonstrate that the service provided is not duplicating other services funded under FTA or other funding sources. All FTA subrecipients must be part of the CHSTP.
- Demonstrate there are written procedures and policies for operations, grant administration and FTA reporting requirements.

For those services currently operating that do not meet the minimum technical capacity requirements outlined above, NJ TRANSIT will work with the subrecipient to establish milestones to reach adequate technical capacity.

PROJECT SELECTION CRITERIA

The selection committee reviews applications based upon a weighted point system and a non-weighted system and

addresses the following major areas of concern:

- a. Formula-based (population density) distribution
- b. Any compliance issues from previous grant awards including: timely submittal of required ridership reports, annual certifications, vehicle maintenance requirements and adherence to project milestones.
- c. General mobility limitations and urgency of the transportation needs of the organization's passengers
- d. Current number of one-way passenger trips for seniors and/or individuals with disabilities
- e. Amount of utilization of the equipment for seniors and/or individuals with disabilities transportation, proposed in the application, in terms of days and hours per week
- f. Coordination and inclusion in the CHSTP as required under MAP-21 and continued in the FAST Act
- g. Demonstrated evidence of the organization's administrative financial capacity to carry out the proposed project and evidence of their understanding of the financial commitment required for the project
- h. Documentation on proposed vehicle operating plan, maintenance plans, and driver training, including sufficient number of spare vehicles/drivers to perform services under this program
- i. Adequate level of staffing, grant, and operational experience to comply with all FTA grant requirements and delivery of service
- j. Written procedures and policies for operations, grant administration and FTA reporting requirements

Another area covered in application but not scored includes transportation service options which include the availability of public transit options in the applicant's service area. We request an explanation of what is available and whether passengers use other services and we ask for an explanation of how the Section 5310 award being requested will enhance services already provided.

PUBLIC INVOLVEMENT

Section 5310 applicants are required to provide the private sector with an opportunity to participate in the development of new transportation services. Private providers should be given the opportunity to present their views concerning the development of a subrecipient's transportation plans and program and to offer their own contractual service proposals for consideration.

As per the FTA there must be an opportunity for public review and comment for all FTA funded capital, mobility management or operating projects. Examples of opportunities would be published public notices, letters of interest and public meetings or ad hoc committees. To comply with this requirement all Section 5310 applicants requesting a project (vehicle, mobility management project and/or other capital equipment or operating support) must do a public notice in a newspaper soliciting public comment. A public hearing is only required if the project affects significant economic, social or environmental interests. Public notices are a requirement of applying for a Section 5310 award; all applications must include required notarized public ads published two separate days in major newspaper. To document that this requirement was met the application must include proof of the published notice.

ANNUAL PROGRAM OF PROJECTS

NJ TRANSIT establishes the annual program level based on federal formula allocations. This information is included in FTA's annual federal register notice after the annual federal transportation appropriations bill becomes law. Final determination of applicants included in the grant and the amount of funding that each applicant is to receive are made by NJ TRANSIT. NJ TRANSIT notifies all applicants of inclusion or non-inclusion in the final program of projects.

The State Management Plan establishes a general timeline, which will be used as an approximate guide to the application process. **The annual Section 5310 grant development schedule is as follows:**

Fall/Winter	Amount of annual fund determined including amounts available in each UZA (pending publication of Federal Register Notice)
Winter/Early Spring	Application available for submission on http://s-rides.njtransit.com
Spring	Deadline to submit application to NJ TRANSIT State Review Committee meets Final Recommendations of Review Committees submitted to NJ TRANSIT's Office of Local Programs and Minibus Support.
Summer	NJ TRANSIT Office of Local Programs and Minibus Support notify applicants of projects included in the Program of Projects. NJ TRANSIT Local Programs and Minibus Support Unit generates the draft Program of Projects based upon Committee recommendations and forwards to NJ TRANSIT's Office of Capital Programming and Administration to prepare FTA grant application. NJ TRANSIT Office of Capital Programming and Administration submits grant application to FTA.
Fall/Winter	FTA awards annual grant.

ADMINISTRATIVE REQUIREMENTS

GENERAL

The basic grant management requirement for state and local governments are contained in the Department of Transportation (U.S. DOT) regulations, " Supercircular Uniform Administrative Requirements, Cost Principles and Audit Requirements Policy Changes," 2 C.F.R. Parts 200 and 1201. The provision of these rules applies except where inconsistent with Federal statutes or authorizing legislation.

NJ TRANSIT will enter into a written agreement with each subrecipient stating the terms and conditions of assistance by which the project will be undertaken and completed.

STATE ADMINISTRATION, PLANNING AND TECHNICAL ASSISTANCE

NJ TRANSIT sets aside 10 percent of the annual federal allocation to the State for administrative expenses. In New Jersey, administrative expenses are primarily for general administrative and overhead costs, staff salaries, office supplies, and the development of specifications for vehicles and equipment. NJ TRANSIT would consider using funds to support technical assistance and planning activities including activities that support local coordinated planning processes based upon the availability of funds.

TRANSFER OF FUNDS

Flexible Funding Programs - Transfer of Funds

NJ TRANSIT will allow the transfer of Section 5310 funds to a local Section 5311 project as long as the transferred funds are used for eligible Section 5310 projects. However, such a transfer will only be considered in extraordinary situations. Flexible funds from the Federal Aid Highway Programs, Section 5309 and CMAQ may be transferred to the Section 5310 program for use by the State. Unlike transfers between transit programs, under which funds retain their original purposes, flexible funds transferred to the Section 5310 program will be treated as Section 5310 funds and all program requirements will be applicable. The funds are available for obligation by the State for two additional years after the year in which they are transferred.

The FTA allows funds to be transferred between small urbanized and non-urbanized areas as well as allows Section 5310 funds to be transferred to Section 5307 and Section 5311 programs. NJ TRANSIT has not historically transferred funds between programs but will consider on a case-by-case basis.

Flexible funds are legislatively-specified funds that may be used for either transit or highway purposes. This provision was first included in the Intermodal Surface Transportation Efficiency Act of 1999 (ISTEA), was continued with the Transportation Equity Act for 26 the 21 Century (TEA-21)st and SAFETEA-LU and is included in MAP-21. Flexible funds allow a local area to choose to use certain federal surface transportation funds based on local planning priorities, not on a restrictive definition of program eligibility. Flexible funds include FHWA Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds and FTA Urban Formula Funds.

FHWA funds transferred to FTA have provided a substantial new source of funds for local transit projects. When FHWA funds are transferred to FTA, they are transferred to one of three programs: Urbanized Area Formula Program (5307), Nonurbanized Area Formula Program (Section 5311 program); and Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310 program). Once they are transferred to FTA for a transit project, the funds are administered as FTA funds and take on all the requirements of the FTA program. Transferred funds may use the same non-federal matching share that the funds would have if they were used for highway purposes and administered by FHWA.

In New Jersey, the decision on the transfer of flexible funds is made by the MPO. The decision to transfer funds should flow from the transportation planning process and the priorities established for an area as part of the planning process.

For the FTA Section 5310, 5311 and/or local 5307 programs the funds transferred from FHWA can be drawn from the following sources:

- **Surface Transportation Program (STP).** STP is the largest source of funds from FHWA. Funding is at 80 percent Federal share and may be used for all projects eligible for funds under current FTA programs excluding operating assistance.
- **Congestion Mitigation and Air Quality Improvement (CMAQ) Program.** CMAQ funds are used to support transportation projects in air quality nonattainment areas. A CMAQ project must contribute to the attainment of the national ambient air quality standards by reducing pollutant emissions from transportation sources.
- **Interstate Substitute Funds.** While these Highway funds are eligible for transit use, they are limited to the construction and improvements of fixed guideways, the purchase of rolling stock (buses) and other transportation equipment, and any other project eligible under FTA's Section 5309 capital grant program.

FHWA Funding - CMAQ or STP

Description

The allocation of CMAQ and STP funding is determined by the regional Metropolitan Planning Organizations (MPOs) through the Transportation Improvement Program (TIP) planning process and not by NJ TRANSIT or NJDOT. Upon identification and inclusion in the TIP by the appropriate MPO, NJ TRANSIT and NJDOT will take the appropriate actions to include these funds in the State Transportation Improvement Program (STIP). Once these actions are completed NJ TRANSIT will apply for the funds directly to the FTA on behalf of the designated subrecipients and will administer the program in accordance with the rules of the program to which the funds are flexed.

Schedule

Ongoing as projects are programmed in the STIP and approved by the FHWA and FTA.

Key Steps

1. MPO Programming: Regional MPOs approve the allocation of STP and CMAQ funds to transit projects within the region through adoption or amendment of the region's TIP.
2. MPO Notification to NJ TRANSIT of STP or CMAQ Funds: MPO should ensure STP and/or CMAQ projects are included in their TIP and then MPO should send a notification to NJ TRANSIT regarding federal funding award.
3. NJ TRANSIT Notification to NJDOT to revise the STIP: When the grantee requests that CMAQ or STP funds be flexed, NJ TRANSIT notifies NJDOT amend the STIP to include projects.
4. NJ TRANSIT request to FTA to flex FHWA Funds: It is NJ TRANSIT'S expectation that most projects will be flexed (transferred) by NJ TRANSIT to the FTA and drawn down by subrecipients through NJ TRANSIT as the grant administrator.

PRIVATE SECTOR PARTICIPATION

New Jersey requires that each subrecipient publish a legal notice during the application process. Such notification together with the MPO planning process provides adequate opportunity to address private sector concerns. In the event that a private company notifies the applicant with a concern or a proposal for service and the applicant and operator cannot reach a mutual agreement or understanding, NJ TRANSIT will facilitate a discussion and, if necessary, an in-person meeting to resolve any differences or misunderstandings.

NJ TRANSIT recognizes that important opportunities to provide service exists particularly in the areas of human service transportation. Human service transportation generally refers to programs designed for individuals with lower incomes, people with disabilities and seniors. Private providers may be uniquely qualified to serve these specialized travel markets.

Private operators have the opportunity to be active participants and/or stakeholders in the development of local human service transportation coordination plans. The United We Ride initiative encouraged communities to develop a family of services that range from fixed route bus, to shared-ride, to demand response, to volunteer systems that offer a wide range of mobility options for consumers.

CIVIL RIGHTS

NON-DISCRIMINATION

49 U.S.C. § 5332 states that "a person [defined broadly] may not be excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance [from FTA] because of race, color, creed, national origin, sex, or age."

NJ TRANSIT and all subrecipients of FTA assistance are responsible for compliance with all civil rights requirements applicable to transit related projects including the nondiscrimination prohibitions of 49 U.S.C. § 5332, and of Title VI of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity (EEO) requirements of Title VII of the Civil Rights Act of 1964, as amended and 49 U.S.C. 5332 and any implementing requirements FTA may issue; Nondiscrimination on the basis of sex including requirements of Title IX of the Education Amendments of 1972 and 49 CFR part 25, and with any implementing directives that DOT or FTA may promulgate,. Nondiscrimination on the basis of age including requirements of the Age Discrimination Act of 1975, as amended 42 U.S.C. 6101 et seq. and implementing regulations; Nondiscrimination on the basis of disability including requirements under Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended (ADA) and Disadvantaged Business Enterprise (DBE) to the extent required by Federal law.

TITLE VI PROGRAM REQUIREMENTS

Title VI of the 1964 Civil Rights Act, Section 601 states: 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. NJ TRANSIT will require that subrecipients annually sign the nondiscrimination assurance included in FTA's notice of certifications and assurances.

NJ TRANSIT shall submit its assurance to FTA and shall retain assurances from subrecipients. Subrecipients will be required to send a nondiscrimination assurance included in their annual notice of certifications and assurances, which accompanies their application.

NJ TRANSIT shall maintain for itself and its subrecipients a description of any complaints alleging discrimination in service delivery filed within the past year together with a statement of status or outcome of each such complaint.

Each agency in their preliminary application to NJ TRANSIT must provide the estimated number of minority group persons that it will serve. This information can be obtained by any appropriate means that will ensure inclusion of the numbers as part of each individual application. This documentation will be used by NJ TRANSIT to assure equity of distribution of benefits among eligible groups within the state or urbanized areas, as required by Title VI of the Civil Rights Act.

Consistent with Title VI of the Civil Rights Act, United States Department of Transportation implementing regulations, an Executive Order 13166, recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited-English proficient (LEP) and/or low-literacy. Recipients shall use information obtained in the Four Factor Analysis to determine the specific language services that are appropriate to provide.

NJ TRANSIT will prepare with its annual Section 5310 grant application a record of approved and rejected funding requests that identifies applicants that are minority organizations or that provide assistance to minority and/or limited English proficient communities. Utilizing information provided by the applicant, NJ TRANSIT would compare the estimated total number of persons to be served versus the estimated total number of minority and limited English proficient persons served. A comparison of total applicants versus approved applicants is also done. These numbers are reviewed to ensure that the approved applicants fairly represent a cross section of all applications received with regard to service offered to the minority communities of the state.

NJ TRANSIT, consistent with FTA Circular 4702.1B, requires that all subrecipients of FTA funds prepare and submit a Title VI program. A Title VI program, once submitted and accepted by NJ TRANSIT, must be resubmitted every three years.

A subrecipient Title VI program responsibilities are:

1. Sign a certification of compliance pertaining to Civil Rights;

2. Post the Title VI Notice to the Public, post to the grantee's website, and post in public areas including vehicles;
3. Post the Title VI Complaint Procedures – This includes a copy of the complaint form, the procedures for filing a complaint, and how the complaint will be handled by the agency;
4. Maintain a list of transit-related Title VI investigations, complaints, and lawsuits;
5. Contact NJ TRANSIT immediately via phone, e-mail, fax or letter if the subrecipient has received a lawsuit or civil rights complaint;
6. Report through application a concise description of active lawsuits or complaints alleging discrimination in service delivery in the past three years;
7. Provide updates on the status or outcome of active or pending lawsuits on at least quarterly basis;
8. Provide and post the Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP);
9. Develop and provide a Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP) or low-literacy, based on the U.S. DOT's LEP Guidance;
10. Establish documentation that the membership of non-elected committees and councils, selected by the transit system and/or parent organization, is representative of the diversity of the service area, as well as documentation of the process the grantee and/or parent organization uses to encourage the participation of minorities on such committees and councils; and,
11. Submit approval by your agency Board/Council, with a copy of the approval submitted to NJ Transit.

First time applicants to NJ TRANSIT for FTA funding, in addition to the Title VI program described above, must also prepare and submit, on a one-time basis, information on the organization's Title VI compliance history if they have previously received funding from another Federal funding agency. This shall include a copy of any Title VI compliance review activities conducted in the previous three years. The one-time submission must also:

1. Describe the purpose or reason for the review.
2. Specify the name of the agency or organization that performed the review.
3. Provide a summary of the findings and recommendations of the review.
4. Document the status and/or disposition of such findings and recommendations.

In addition, first-time applicants shall submit a brief description of any pending applications to other Federal agencies for assistance, and whether any Federal agency has found the applicant to be in noncompliance with any civil rights requirement.

This information shall be relevant to the organizational entity actually submitting the application, not necessarily the larger agency or department of which the entity is a part.

NJ TRANSIT will provide technical assistance to existing or prospective applicant for funds in compliance with Title VI requirements.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

All SUBRECIPIENTS must be in compliance with FTA's Equal Employment Opportunity (EEO) requirements, as set forth in FTA's most recent guidance in Circular C 4704.1A and must ensure nondiscrimination in employment on the basis of race, color, religion, national origin, sex, age, genetic information, disability, veteran status and retaliation. If any SUBRECIPIENT meets the threshold requirements specified in the Circular (receives capital or operating assistance in excess of \$1M or planning assistance in excess of \$250,000 in the previous Federal fiscal year, and employs 50 or more transit-related employees), it must submit an EEO program to NJ TRANSIT for a site/desk audit or other compliance review. SUBRECIPIENTS who do not meet the EEO Program threshold are not required to submit an EEO Program but are still required to comply with all Equal Employment Opportunity statutes and regulations.

In this area subrecipient responsibilities are:

1. Post EEO information in a place readily accessible by employees.
2. Prepare an EEO plan if thresholds are met.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

The subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

Agreement. The subrecipient shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S.D.O.T. assisted contracts. Failure by the subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as NJ TRANSIT deems appropriate. For those subrecipients utilizing federal funding for contracting opportunities ([see Exhibit G](#)) for DBE Programs requirements for race-Neutral federal procurement activities. NJ TRANSIT will review all subrecipient's bid specifications, including cost breakdowns/estimate to ensure compliance and establish the DBE goal for the contract.

SECTION 504 AND ADA REPORTING

Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, prohibits discrimination on the basis of disabilities by SUBRECIPIENTS of Federal financial assistance. In addition, the Americans with Disabilities Act of 1990, as amended (ADA), specify Federal civil rights of individuals with disabilities. SUBRECIPIENTS must comply with 49 C.F.R. Parts 27, 37, and 38, implementing ADA and amending the Section 504 rule. Among other requirements, the regulations:

- Prohibit discrimination against individuals with disabilities
- Require that vehicles acquired be accessible to and usable by individuals with disabilities, including individuals using wheelchairs (with limited exceptions for demand responsive systems providing equivalent service to individuals with disabilities or a demonstration of inability to obtain an accessible used vehicle despite good faith efforts to do so)
- Require that public entities operating fixed route transit plan for and provide complementary paratransit for individuals with disabilities who cannot use accessible fixed route transit

All services and/or vehicles acquired with project funds must be equipped, maintained, and operated in accordance with the regulations.

SUBRECIPIENTS must ensure that service provided does not discriminate against individuals with disabilities. In addition, subrecipient of any FTA funds should be aware that they also have responsibilities under other provisions of ADA in the areas of employment, public accommodations, and telecommunications.

In this area subrecipient responsibilities are:

1. Sign annually certifications and assurances pertaining to ADA requirements; including a separate subrecipient affidavit, pertaining to ADA requirements. (See [Exhibit K](#)).
2. Establish service policies and procedures in accordance with the ADA; including reasonable modification policy.
3. Establish a complementary paratransit program for publicly operated fixed route systems
4. Notify NJ TRANSIT of any ADA complaints related to transportation services.

STATE PROGRAM MANAGEMENT

PROGRAM MEASURES

Under this program NJ TRANSIT has developed two program measures that will be used with the Government Performance Results Act (GPRA) and the Performance Assessment Rating Tool process for the federal Office of Management and Budget. Annually NJ TRANSIT will prepare a report that contains both quantitative and qualitative information on each of the measures below.

The following indicators are targeted to capture overarching program information for seniors and individuals with disabilities as part of the annual report that each state and designated recipient submits to FTA. NJ TRANSIT will submit both quantitative and qualitative information as available on each of the following measures.

Traditional Section 5310 Projects

- (1) Gaps in Service Filled. Provision of transportation options that would not otherwise be available measured in numbers of eligible riders afforded mobility they would not have without traditional Section 5310 project support in the current reporting year.
- (2) Ridership. Actual or estimated number of one-way trips provided annually for eligible riders on vehicles and services supported through traditional Section 5310 projects implemented in the current reporting year.

Other Section 5310 Projects

- (1) Increases or enhancements related to geographic coverage, service quality, and/or service times implemented in the current reporting year as a result of other Section 5310 projects.
- (2) Additions or changes to technology and vehicles that impact availability of transportation services implemented in the current reporting year.
- (3) Actual or estimated number of one-way trips provided for eligible riders on projects implemented in the current reporting year.

NJ TRANSIT will ensure that the above information is reported for all subrecipients of Section 5310 funding in projects selected by the state or designated recipient. NJ TRANSIT may consolidate information for all projects in the annual report for any open Section 5310 grant awarded.

CAPITAL OVERSIGHT

VEHICLE USE

NJ TRANSIT encourages maximum use of vehicles funded under the Section 5310 program. Consistent with the requirements of 2 CFR Parts 200 and 1201, vehicles are to be used first for program-related needs for which a Section 5310 grant is made and then to meet other federal programs or project needs, providing these uses do not interfere with the project activities originally funded. If the vehicle is no longer needed for the original program or project, the vehicle may be used in other activities currently or previously supported by a federal agency. Vehicles may be used:

- a. For Section 5310 Project and Program Purposes. NJTRANSIT will consider how best to meet the needs of all seniors and individuals with disabilities in a particular community in the project selection process. The program must provide for maximum feasible coordination with transportation services assisted by other federal sources. Subrecipients should be encouraged to the extent feasible to also provide service to seniors and individuals with disabilities not affiliated with their agency, as well as to the general public, on an incidental basis if such service does not interfere with transportation services for seniors and individuals with disabilities. NJ TRANSIT encourages subrecipients to provide services to those in the community beyond its own passengers. Subrecipients must, when practicable, make the vehicle available to provide transportation service to other seniors and individuals with disabilities at times the agency is not using the vehicle for grant-related purposes. NJ TRANSIT and its subrecipients shall use the vehicle in the project or program for which it was acquired as long as needed, even if the project does not continue to receive federal funding.
- b. For Other Federal Programs or Project Purposes. During the period the vehicle is used to serve the project or program needs for which it was acquired, the subrecipient shall make it available for use on other projects or programs, as long as such other use does not interfere with the service for which the vehicle was originally

acquired. First preference for such other use will be given to other projects or programs sponsored by FTA, and second preference will be given to projects or programs sponsored by other federal agencies. Finally, vehicles may be used by non-federally funded providers, first to meet the needs of seniors and individuals with disabilities, and then to serve the transportation needs of the general public on an incidental basis.

- c. When No Longer Needed for Original Project or Program Purposes. If the original subrecipient no longer needs the vehicle for the purposes for which it was acquired, NJ TRANSIT may choose to keep the vehicle in use for Section 5310 program purposes by transferring the vehicle to another designated subrecipient. The transfer may be shown in the POP for any active grant. It does not have to be in the grant under which the vehicle was originally funded. Once the vehicle is no longer needed for Section 5310 program purposes, the vehicle may be used first in connection with other FTA-sponsored activities, and then for activities sponsored by other federal agencies.
- d. For Meal Delivery. Transit service providers receiving assistance under this section may coordinate and assist in providing meal delivery services for homebound people on a regular basis if the meal delivery services do not conflict with the provision of transit services or result in a reduction of service to transit passengers. The number and size of vehicles applied for under Section 5310 must be determined only by the number of passengers to be transported, not meal delivery capacity. Section 5310 funds may not be used to purchase special vehicles to be used solely for meal delivery or to purchase specialized equipment such as racks or heating or refrigeration units related to meal delivery.

SUB-LEASING VEHICLES ACQUIRED WITH SECTION 5310 FUNDS

Vehicles acquired under the Section 5310 program may be sub-leased to other entities such as local governmental authorities or agencies, other private non-profit agencies, or private for-profit operators. Under such a sub-lease, the lessee operates the vehicles on behalf of the Section 5310 subrecipient and provides transportation to the subrecipient's passengers as described in the grant application. Subrecipients may also enter into a sub-lease with the county-coordinated systems, commonly referred to as a "lease-back".

The sub-lease or lease-back between the Section 5310 subrecipient and the lessee contains the terms and conditions that must be met in providing transportation service to seniors and individuals with disabilities.

NJTRANSIT, being responsible for ensuring that the terms and conditions of the original grant with FTA are met, must agree, in writing, to each sub-lease between the subrecipient and the lessee. Such an agreement should specify that the sub-leased vehicle shall be used to provide transportation service to seniors and individuals with disabilities, the vehicle may be used for incidental purposes only after the needs of these individuals have been met, and that NJTRANSIT must retain title to the vehicle while the vehicle is active in the program.

The lessee must adhere to applicable and relevant terms and conditions of FTA's master agreement in the maintenance and use of the asset. The subrecipient is responsible for oversight of the lessee's use of the vehicle.

A subrecipient may sub-lease its assets to a private entity to operate in public transit service so long as the entity has been selected through a competitive process and so long as the sub-lease obliges the lessee to adhere to all of the applicable and relevant requirements of the FTA master agreement. A finite sub-lease term should be established as well as a clear price and scope of work.

CONTROL AND RESPONSIBILITY

When vehicles or other equipment acquired with Section 5310 funds are operated by an entity other than the subrecipient, control and responsibility for the operation of the vehicles or other equipment must remain with the subrecipient unless transfer of the control and responsibility is made to another subrecipient authorized by NJ TRANSIT.

TITLE TO VEHICLES

NJ TRANSIT assigns title of the equipment to the subrecipient with NJ TRANSIT as the first lienholder. Upon meeting the useful life by years and/or miles (whichever comes first) of the vehicle being met the lien will be released, a termination of lease agreement is signed and the equipment is turned over to the subrecipient with no further obligations. NJ TRANSIT reserves the right to hold title of equipment purchased. NJ TRANSIT retains the original title at NJ TRANSIT until the

useful life of the equipment has been met and the vehicle is ready to be retired from the program.

SATISFACTORY CONTINUING CONTROL

NJ TRANSIT will make periodic reviews of projects utilizing site visits and desk audits to assess the efficiency and effectiveness of each project. Provisions must be made to assure satisfactory continuing control of capital equipment and federally funded services. Reviews include but are not limited to the following scopes: analyze actual ridership versus estimated ridership submitted in applications, records of preventative maintenance performed against preventative maintenance plans, complaints (ADA, EEO, Title VI, DBE, etc.), financial management and technical capacity.

NJ TRANSIT designated employees are authorized to enter without delay and at reasonable times the premises of a subrecipient without the necessity of the subrecipient's permission, to inspect the service and/or equipment and records. As a standard practice, NJ TRANSIT will contact a subrecipient ahead of time to set up a time and place for an inspection/review. Inspections/Reviews shall not commence without first identifying to the subrecipient the purpose of the visit, which is to complete a formal review of the service and/or equipment and records. Representatives from NJ TRANSIT are authorized to inspect subrecipient vehicles at any location and time as deemed appropriate by inspectors. The scope of the inspection may be broadened if circumstances warrant. NJ TRANSIT inspectors shall have authority to photocopy records, interview staff, and take photographs related to the purpose of the inspection. The conduct of inspections shall be such as to minimize disruption of the operations of the subrecipient. At the conclusion of an inspection, the NJ TRANSIT representative shall confer with a representative of the subrecipient and advise him/her of any equipment defects or compliance issues discovered during the inspection.

Each vehicle will be inspected, at minimum, once every two years to determine the accuracy of required reports and to evaluate the overall condition of the vehicle. In addition, randomly selected maintenance records as well as an inspection of the subrecipient's maintenance facilities, if applicable, will be conducted during the scheduled site visit. If a follow-up inspection discloses that a subrecipient has failed to correct a defect, the subrecipient will be considered in noncompliance and NJ TRANSIT may consider, depending upon the severity of the infraction, the following may occur:

- Termination of the lease agreement with the subrecipient for the specific vehicle;
- Termination of all federally funded lease agreements with the subrecipient for vehicles;
- Termination of all federally funded service agreements with the subrecipient; or
- Reimbursement of federal interest in existing awards.

In addition, at least once every three years NJ TRANSIT will conduct an on-site program management review. The purpose of the review is to insure that the subrecipient is complying with all relevant program requirements.

VEHICLE USEFUL LIFE AND REPLACEMENT STANDARDS

NJ TRANSIT is responsible for establishing and implementing rolling stock requirements for all categories of vehicles acquired under the S5311/5310 programs. Specifically, NJ TRANSIT is responsible for establishing minimum useful life standards for vehicles; establishing procedures for determining fair market value; and developing policies and procedures for maintenance and replacement of vehicles. Maintenance requirement and insurance coverage must be adequate to protect the Federal interest in the vehicle within the useful life determined by NJ TRANSIT.

Vehicles controlled and inventoried under this procedure are defined as:

Modified Minivan: This vehicle can transport up to three (3) ambulatory passengers and one (1) mobility device. The lower floor eliminates the need for a lift but comes with an electric ramp. Useful Life is 4 years or 100,000 miles.

Small Cutaways/ Vans “Replacement” or “Expansion”

- **Small Cutaway Front Lift:** This vehicle can transport up to six (6) ambulatory passengers and one (1) mobility device. When space permits and if no mobility device is being transported, a flip seat will be included to increase seating capacity. Useful Life is 4 years or 100,000 miles.
- **Small Cutaway Rear Lift:** This vehicle can transport up to eight (8) ambulatory passengers and two (2) mobility devices. When space permits and if no mobility device is being transported, a flip seat will be included to increase seating capacity. Useful Life is 4 years or 100,000 miles.

Standard Cutaway “Replacement” or “Expansion” Less than 30FT

- **Standard Cutaway Rear or Front Lift:** This vehicle can transport up to twelve (12) ambulatory passengers and a minimum of two (2) mobility devices. When space permits and if no mobility device is being transported, a flip seat will be included to increase seating capacity. Useful Life is 5 years or 150,000 miles.
- **Extended Cutaway Rear or Front Lift:** This vehicle can transport up to sixteen (16) ambulatory passengers and a minimum of two (2) mobility devices. When space permits and if no mobility device is being transported, a flip seat will be included to increase seating capacity. Useful Life is 5 years or 150,000 miles.

Low floor and CNG vehicles are available in this type (seating configurations may vary).

Buses “Replacement” or “Expansion”: (CDL License Required)

- **Medium/Large transit bus (30' or more in length):** This vehicle is designed to transport between twenty-four (24) to twenty-eight (28) ambulatory passengers and a minimum of two (2) mobility devices. Bus is equipped with air brakes and requires driver to have an air brake certification on their Commercial Driver's License. This vehicle requires a higher insurance combined single limit coverage, please review instructions for more details. Useful Life is seven (7) years or 200,000 miles.

DISPOSITION

In accordance with C5010.1E Chapter IV, NJ TRANSIT will initiate disposition if the useful life of a vehicle has been met. After a vehicle has reached its useful life NJ TRANSIT will initiate actions to release the lien on equipment not titled to or owned by NJ TRANSIT and, thereby, end the subrecipient's contractual obligations to NJ TRANSIT under the FTA Section 5310 and 5311 programs.

If a subrecipient wants to retire a vehicle before the useful life has been met they may notify NJ TRANSIT in writing to request an inspection of the vehicle(s) or equipment they wish to dispose of. In such cases, the inspection will determine if the disposition of the vehicle(s) or equipment is warranted for reasons other than age or mileage. Depending on the situation NJ TRANSIT may require the subrecipient to reimburse the fair market value of the vehicle.

If NJ TRANSIT determines that the vehicle is not eligible for early disposition the subrecipient may, with NJ TRANSIT's concurrence:

- Keep the vehicle in service
- Or if no longer needed; to return to NJ TRANSIT which will transfer it to another selected recipient
- Or keep the vehicle but reimburse NJ TRANSIT the fair market value of the vehicle minus the local match share

NJ TRANSIT is not required to return the FTA proceeds from the disposition of equipment, regardless of the fair market value at the time the equipment is sold, so long as the proceeds remain in use for general public transit purposes. This applies to all equipment currently in use, which was purchased with Section 5310 and Section 5311 funds.

VEHICLE INSURANCE

NJ TRANSIT requires subrecipients to submit verification of insurance. Subrecipients are required to maintain insurance coverage in the amount of \$1 million dollars per vehicle. The subrecipient must also safeguard against loss, damage or theft of equipment and list NJ TRANSIT as an additional insured and loss payee. NJ TRANSIT will periodically review this requirement and adjust the amount of coverage accordingly.

MAINTENANCE

During inspections and site visits NJ TRANSIT staff will inspect all equipment purchased with FTA funds. During these inspections NJ TRANSIT may randomly select for review maintenance records for a vehicle. Subrecipients are encouraged to have their own written preventive maintenance procedures. However, at a minimum, subrecipients are expected to follow the maintenance practices contained in the manufacturer's guide and/or NJ TRANSIT'S Vehicle Preventive Maintenance Guidelines. These will be provided at time of vehicle delivery and/or upon request. Failure to follow these practices could lead to noncompliance.

TRANSIT ASSET MANGEMENT

The TAM rule (49 CFR part 625) is a set of federal regulations that sets out minimum asset management practices for transit providers. The TAM rule aims to address the backlog by requiring subrecipients to create TAM plans or adopt the States Plan. This will help subrecipients systematically address their maintenance needs which will, in turn, improve service. Well-developed asset management systems have been shown to lower long-term maintenance costs. Additionally, TAM will have important non-quantifiable benefits, such as improved transparency and accountability. Implementing a TAM system will require subrecipients to collect and use asset condition data, set targets, and develop strategies to prioritize investments to meet their goals.

The purpose of the FTA rulemaking is to help achieve and maintain a state of good repair (SGR) for the nation's public transportation assets. The rule develops a framework for transit agencies to monitor and manage public transportation assets, improve safety, increase reliability and performance, and establish performance measures.

PROJECT MANAGEMENT

GENERAL

Subrecipients must use, manage, and dispose of equipment acquired under a Section 5310 grant in accordance with state and federal laws and procedures. Subrecipients shall have at the establishment where operations, dispatching, scheduling, administration, and project equipment is stored and/or utilized, the current contractual agreement and/or equipment lease. Additionally all vehicle maintenance, insurance and, accident reports must be at the establishment.

NON-VEHICLE EQUIPMENT

FTA defines equipment as all tangible, non-expendable personal property that has a service life of more than one year and an acquisition that exceeds \$5,000 per unit. Subrecipients must use, manage, and dispose of equipment acquired under a Section 5310 grant in accordance with state and federal laws and procedures. Subrecipients shall have at the establishment where operations, dispatching, scheduling, administration, and project equipment is stored and/or utilized, the current contractual agreement and/or equipment lease. Additionally all vehicle maintenance, insurance and accident reports must be at the establishment.

- A. A subrecipient can be involved in a variety of relationships with other parties where FTA funds or equipment are used in providing public transit. In circumstances where other entities play a role, a subrecipient is responsible for ensuring compliance with FTA requirements. These entities can include other governmental agencies, consultants, contractors, subcontractors, and lessees working under approved third party contracts or interagency agreements. A subrecipient must fulfill oversight responsibilities. There must be staff with knowledge of FTA requirements and a mechanism in place for monitoring. The mechanisms can be as simple as a letter of agreement, contract or lease supplemented by periodic meetings, inspections, or required reports. All appropriate federal certifications and assurances need to be passed through to contractors and monitored for compliance by the subrecipient.
- B. A subrecipient must ensure that any federally funded contractor-operated equipment is controlled.

Subrecipients must have equipment records that provide the following required information:

- Description, ID number, acquisition date, cost, federal percentage, grant number, location, use and condition (disposition action), vested title.
- Subrecipients must have a control system to prevent loss, damage, or theft of property. Subrecipients must place an ID tag all FTA funded equipment with either a property control number, service number or vehicle identification number.
- Subrecipients must have a written maintenance plan for every capital item with a cost of \$5,000 or more per unit.

NJ TRANSIT is responsible to ensure that all non-vehicle equipment with federal interest continues to be in program use as approved under the FTA grant the non-vehicle equipment was initially purchased from. Each year subrecipients with active non-vehicle equipment will be required to sign a non-vehicle certification of use verifying FTA funded equipment is still in active use and meeting the intent of the grant.

The yearly certification will include but not limited to the following:

- A description of the asset
- The identification number or serial number (if applicable)
- The entity or individual that holds title to the asset
- The source of funding (the FAIN number under which it was procured)
- The acquisition date
- The cost of the asset
- The percentage of federal participation in the cost
- The location

- The use and condition
- The useful life
- Maintenance Plans and Warranty (when applicable)

TRANSFER OF PROPERTY

NJ TRANSIT can transfer equipment acquired with assistance under Section 5310 to any subrecipient eligible to receive assistance under 49 U.S. C. Chapter 53, if the equipment will continue to be used in accordance with the requirements of Section 5310. The entity receiving equipment under this provision to provide Section 5310 service must comply with all the State and Federal requirements for Section 5310 subrecipients. NJ TRANSIT will first consider transferring equipment to other approved Section 5310 subrecipients.

PROCUREMENT AND THIRD PARTY CONTRACTING

NJ TRANSIT does not usually purchase capital equipment or federally funded facilities directly under Section 5310 other than vehicles. Subrecipients are allowed to apply for funding for capital. Any capital purchase greater than one thousand dollars (\$1,000) needs the prior approval of NJ TRANSIT. Subrecipients must submit all specifications, RFP's, IFB's and any other procurement documentation to NJ TRANSIT for review and approval prior to advertising or going out to bid for service or equipment. Subrecipients must also comply with the administrative procedures and requirements. NJ TRANSIT Local Programs and Minibus Support staff can assist the subrecipient through the review of procurement specifications.

Subrecipients must ensure that all required federal clauses are attached to all state contract procurements including purchase orders as supporting documentation. Subrecipients that are local governments must comply with the same Federal requirements governing state procurements.

Subrecipients must comply with the Third Party Contracting Requirements of FTA Circular 4220.1F in the solicitation, award and administration of its third party contracts. Subrecipients must ensure that all third party contracts contain the required contract clauses. Subrecipients must also ensure that they complete all required certifications, reports, forms and other required items. Procurements must comply with DBE program requirements. See section of agreement "Disadvantaged Business Enterprise Program Requirements" otherwise known as DBE.

Subrecipients who fail to comply with any of the above procedures could forfeit the right to be reimbursed using FTA Section 5310 funds.

FINANCIAL MANAGEMENT

FINANCIAL RECORDS

Financial records, supporting documentation, and all other records pertinent to a grant must be retained by NJ TRANSIT and must be made readily available to authorized representative of the U.S. Department of Transportation and the Comptroller General of the United States for a period of three years. The retention period starts on the date of forwarding the final Financial Status Report (SF-269A). If any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained beyond three years, until all litigation, claims, or audit findings involving the records have been resolved. A subrecipient should retain all records and supporting documentation until such time that NJ TRANSIT has notified them that the retention period has been reached.

Financial Guidance

2 CFR Part 200, the Uniform Guidance, became effective for new awards and additional funding to existing awards on December 26, 2014, this provides the Federal guidelines for allowable cost for subrecipients which are Expenses such as indirect cost or payments to a self-insurance fund must be documented appropriately.

If subrecipients intend to charge indirect cost to this grant we must have a required approved Indirect Cost Allocation Plan.

AUDITS

Subrecipients will perform a yearly audit report as prescribed by 2 CFR Parts 200 and 1201. The grant should be identified in the Audit by the following CFDA Number and Title: U.S. Department of Transportation, Federal Transit Administration CFDA 20.513 Enhanced Mobility of Seniors and Individuals with Disabilities (SECTION 5310). The audit reports should be provided within 180 days following the close of the grant recipient's fiscal year.

- The SUBRECIPIENT must retain in its files all payroll records and other documentation pertaining to work under this Agreement for a period of at least three (3) years after payment of the final voucher by the Federal Government; or
- NJ TRANSIT as provided by applicable Federal and state statutes and regulations. The SUBRECIPIENT further agrees that NJ TRANSIT, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives may have access to these records for purposes of audit during normal business hours within the three year (3) retention period.

An examination of all accounts and financial records of the grant subrecipients and/or subgrant subrecipients is to be performed for each yearly period during which grant funds were earned. The examination shall be conducted in accordance with the Standards for Audits of Governmental Organizations, Programs, Activities and Functions and the Guidelines for Financial and Compliance Audits of Federally Assisted program issued by the United States General Accounting Office and generally accepted auditing standards established by the American Institute of Certified Public Accountants. The examination shall include such tests of the accounting records and such other auditing procedures considered necessary in the circumstances. **The examination shall be for the purpose of expressing opinion on:**

- a) The subrecipients complete financial statements prepared in conformance with generally accepted accounting principles.
- b) A project statement presenting revenues and expenses attributable to the project in accordance with the grant agreement.
- c) The individual grant recipient's compliance with the applicable legal and regulatory requirements, particularly the Financial and Accounting Conditions and Criteria for the Bus Operating Assistance Program (N.J.A.C. 16:53A1.1 et. Seq.)

Each subrecipient shall submit the following reports each year:

- a) A report on the complete financial statements prepared in conformity with generally accepted accounting principles.

b) A report on the subrecipient's project statement and compliance with the terms of the grant contract and applicable laws and regulations.

The accountant's report on the financial statements shall:

- a) Identify the statements examined and the period covered.
- b) State that the audit was performed in accordance with the Standards for Audit of Governmental Organizations, Program, Activities and Functions and the Guidelines for Financial and Compliance Audits of Federally Assisted Programs issued by the United States' General Accounting Office and generally accepted auditing standards established by the American Institute of Certified Public Accountants.
- c) Express an opinion as to whether the financial statements are fairly presented in accordance with generally accepted accounting principles. If an unqualified opinion cannot be expressed, the nature of the qualification should be clearly stated.

The accountant's report on the project statement shall:

- a) Identify the financial statements that were examined and the period covered.
- b) State that the audit was performed in accordance with the Standards for Audit of Governmental Organizations, Program, Activities, and Functions and the Guidelines for Financial and Compliance Audits of Federally assisted Programs issued by the United States General Accounting Office and generally accepted auditing standards established by the American Institute of Certified Public Accountants.
- c) Identify the grant agreement under which the subrecipient received funds from NJ TRANSIT.
- d) Express an opinion as to whether the project statement is fairly presented in accordance with the terms of the grant agreement with NJ TRANSIT. If an unqualified opinion cannot be expressed, the nature of the qualification should be clearly stated.
- e) Contain an expression of negative assurance with respect to the subrecipient's compliance with the accounting, administrative and operational procedures of the grant agreement and applicable laws and regulations, particularly, the Financial and Accounting Conditions and Criteria for the Bus Operating Assistance Program (N.J.A.C. 16:53A-1.1 et seq.)
- f) Identify the nature and impact of any noted instances of noncompliance with the terms of the grant agreement and those provisions of law or regulations that could have a material effect on the project statement.

Subrecipients of funds under NJ TRANSIT's Enhanced Mobility of Seniors and Individuals with Disabilities (§5310) will provide NJ TRANSIT with one audit report (hard copy or electronic formats via email) on an annual basis.

CLOSEOUT

NJ TRANSIT shall initiate project closeout with the FTA within 90 days after all funds are expended and all work activities for the project are completed. A final Financial Status report (SF 269A), final budget and final program of projects are required at the time of closeout.

It is NJ TRANSIT'S intention for Section 5310 grants awarded for a specific program of projects be completed within three years. If small amounts of funds remain in an inactive grant, NJ TRANSIT will request that the funds be deobligated and the project closed out.

REPORTING REQUIREMENTS

ANNUAL PROGRAM OF PROJECTS STATUS REPORTS

NJ TRANSIT is required to submit to FTA an annual program status report for every active grant, covering the 12-month period ending September 30. The reports are due at the Regional Office within 30 days after the end of the reporting period. Reports should consist of an updated program of project and revised budget for each approved program of projects, which contains active projects. The updated version should reflect revised project descriptions, changes in projects from one category to another, and adjustments within budget categories. In addition, the state must include a narrative report indicating progress against milestones for vehicle procurements and/or construction projects, and estimating the revised completions date for the grants. Significant civil rights compliance issues occurring during the year (such as ADA, DBE, EEO or Title VI complaints against the state or subrecipients) should be addressed in the annual status report. In addition, the state may report notable accomplishments or problems involving Section 5310 subrecipients. NJ TRANSIT has worked closely with the FTA Region II office and NJ TRANSIT includes Section 5310 Program reports as part of the quarterly reporting process.

CHARTER SERVICE REPORTS

All FTA subrecipients providing charter services must report quarterly to NJ TRANSIT.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

FFATA requires that as federal grants are awarded certain details of sub-awards greater than \$25,000 be reported on www.rsrs.gov. Within ten (10) business days of the FTA approval of a grant awarding funds under this program in Transit Award Management System (TrAMS). Capital Programs and Administration will provide Local Programs/Community Mobility with a copy of the grant. Local Programs/Community Mobility department staff will enter the required data for any subrecipient receiving greater than \$25,000.

FINANCIAL STATUS REPORTS

The state must submit a Financial Status report for each active grant annually, for the period ended September 30. For the purpose of this report, funds are considered encumbered when agreements are signed with vendors to purchase vehicles for capital. Funds are considered encumbered when agreements are signed with subrecipients for Mobility Management and Operating Projects.

SUBRECIPIENT is responsible for:

MONTHLY SERVICE REPORTS

The subrecipient shall submit to NJ TRANSIT a Monthly Summary Report as provided by NJ TRANSIT. These reports shall be submitted twenty (20) days after the end of every month; ridership reports are now electronically submitted to NJ TRANSIT ([See Exhibit E](#)).

The subrecipient shall also provide, as NJ TRANSIT may request, additional information NJ TRANSIT deems necessary. The subrecipient shall also prepare and file, by the prescribed date, any and all reports required to be filed with any Federal, State or other funding or regulatory authority by reason of the operation of the contract service.

QUARTERLY RIDERSHIP AND MAINTENANCE REPORTS (for Rolling stock only)

All subrecipients are required to submit a quarterly report to NJ TRANSIT. These reports shall be used for review and analysis of performance and compliance requirements. This report includes ridership, usage, mileage, repair and maintenance information. Subrecipients must submit quarterly reports electronically to NJ TRANSIT. ([Exhibit A](#))

SECTION 5310 VEHICLE INVENTORY

The Local Programs Support Unit maintains a database for equipment purchased under this program. Information for vehicles includes but is not limited to the name and address of subrecipient, NJ TRANSIT vehicle inventory number, license plate number, delivery date, vehicle inspection data, date of last quarterly report and status of insurance. Files are updated with information provided from subrecipient quarterly reports.

DBE REPORTS

All subrecipients who contract out to third-parties using federal operating funds must comply with all DBE requirements including documentation at time of procurement, and complete Prime Contractor Monthly Payment Report and DBE Subcontractor Monthly if there are DBEs on the contract. ([See Exhibit G](#))

REQUIREMENTS AND OTHER PROVISIONS

CHARTER SERVICE

As a subrecipient of Federal Transit Administration (FTA) funding (Section 5307, 5310, 5311, 5316, and/or 5317) subrecipients are required to comply with the charter service rules, 49 CFR Part 604. New rules for charter service were issued by the FTA in 2008.

Charter service is now defined as transportation provided at the request of a third party for exclusive use of a vehicle for a negotiated price or transportation provided to the public for events or functions that occur on an irregular basis or of a limited duration and a fare is charged (above regular fare) or a third party pays for part of or the whole service.

The general goal of these regulations is to protect the private charter provider from unfair competition from FTA subrecipients; there are exceptions where the FTA subrecipient can provide charter service. Below are some of the exceptions but not all:

- **Exception one:** FTA subrecipients are allowed to provide charter services to human services organizations that receive funding, either directly or indirectly from the list of the 64 federal programs that are listed in "Appendix A" of this rule.
- **Exception two:** FTA subrecipients are allowed to provide charter services to Qualified Human Services Organizations (QHSO), but these QHSO must be registered on-line with the FTA (under charter service registration). In addition the transportation is limited only to senior citizens, people with disabilities or low income individuals.
- **Exception three:** FTA subrecipients can provide charter service whenever private charter service operators (who must also register on-line with the FTA under charter service registration) decline the opportunity to respond to a request for charter service. This exception only applies if the requestor of the charter service and the FTA subrecipient follow the charter service required notifications and registration procedures.
- **Exception four:** FTA subrecipients can provide charter service if they have filed a petition with the FTA Administrator and this petition has been approved. For example there could be a petition granted for an economic hardship imposed on the charter service requestor's customers if the FTA subrecipient couldn't provide the service.

There is a FTA on-line registration requirement for both private charter operators and certain QHSOs. Private operators must register on-line, there is a detailed list of information they must provide including their geographic service area and whether they provide reduced rates to QHSOs. The revised charter service rules includes a Private Operator's Bill of Rights, but only for those private operators who register on-line. A QHSO is also required to register on-line if they do not receive one of the identified federal funds listed on Appendix A of the law.

If you are receiving FTA funds from 5310, 5311, 5316 and 5317, and using these funds for program purposes you are exempt from charter service rules. That is to say, you can only provide charter service that supports "program purposes" that are funded under these programs. However, you are still required to track all charter service requests from other parties and ensure that they follow the required charter rule registration and request process. **As a FTA subrecipient of these funds you are not required to register on-line.**

An FTA subrecipient must maintain records of charter requests, notices and charter services operating under the various exceptions in the charter service rules. This must be submitted to NJ TRANSIT on a quarterly basis.

SCHOOL TRANSPORTATION

Section 5323(f) prohibits the use of FTA funds for exclusive school bus transportation for school students and school personnel. The implementing regulations (49 C.F.R. Part 605) do permit regular service to be modified to accommodate school students along with the general public. For the purpose of FTA's school bus regulation, Headstart is a social service, not a school program. FTA subrecipients may operate vehicles, which meet the safety requirement for school transportation, but may not provide exclusive school service. In the State of New Jersey, in most cases, special license plates and equipment must be on school buses. Vehicles purchased under this program do not meet state laws regarding school buses and cannot be used to transport children to and/or from school or school related activities.

SAFETY

FTA'S authority in the area of transit safety is set forth in Section 5329. FTA may withhold further financial assistance from any grantee that fails to correct any condition which FTA believes "creates a serious hazard of death or injury." FTA'S authority to investigate and make findings in certain safety-related areas is permissive, not mandatory. FTA may also require a recipient to submit a plan for eliminating, mitigating or correcting any deficiency.

DRUG AND ALCOHOL ABUSE

Subrecipients that receive only Section 5310, Section 5316 (JARC), or Section 5317 (New Freedom) assistance are not subject to FTA's Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (49 CFR part 382). Section 5310 subrecipients that also receive funding under one of the covered FTA programs (Section 5307 or Section 5311) should include any employees funded under section 5310 projects in their testing program.

DRUG-FREE WORKPLACE

The Drug-Free Workplace Act is part of the federal government's effort to eliminate illegal drugs from the workplace. The Drug-Free Workplace Policy is a "first-tier" requirement applying to NJ TRANSIT and does not apply to subrecipients of Section 5310, Section 5311, Section 5316 and Section 5317.

COMMERCIAL DRIVERS LICENSE

Under federal law all drivers of vehicles designed to transport more than 15 persons (including the driver) must have a commercial driver's license (CDL). Mechanics that drive the vehicles must also have a CDL. The State of New Jersey has additional CDL requirements. If a subrecipient is not clear on whether or not the vehicle they have received under this program requires a CDL they should contact the NJ TRANSIT Local Programs and Minibus Support Unit.

RESTRICTION ON LOBBYING

Federal financial assistance may not be used to influence any member of Congress or an officer or employee of any agency in connection with the making of any Federal contract, grant, or cooperative agreement. NJ TRANSIT, subrecipients, and third party contractors at any tier awarded FTA assistance exceeding \$100,000 must sign a certification so stating and also must disclose the expenditure of non-Federal funds for such purposes (49 C.F.R. Part 20). Other Federal laws also govern lobbying activities. For example, Federal funds may not be used for lobbying Congressional representatives or senators indirectly, such as by contributing to a lobbying organization or funding a grass-roots campaign to influence legislation (32 U.S.C. § 1352). General advocacy for transit and providing information to legislators about the services a subrecipient provides in the community are not prohibited, nor is using non-Federal funds for lobbying, so long as the required disclosures are made.

PROTECTION OF THE ENVIRONMENT

The vehicles and other related equipment items routinely purchased under the Section 5310 program do not involve significant environmental impacts. Those projects are referred to as "categorical exclusions" in FTA's procedures because those types of projects have been categorically excluded from FTA's requirements to prepare environmental documentation. If questions or concerns arise about any unusual projects proposed by an applicant NJ TRANSIT will

contact the FTA regional office for consultation regarding environmental requirements.

CLEAN AIR ACT

The Clean Air Act, as amended, establishes many substantive requirements in order to bring air quality regions, which violate the national ambient air quality standards into attainment by prescribed dates. Most "nonattainment" areas are heavily urbanized, but in the case of areas that are nonattainment for ozone or small particulate matter (PM-10), substantial rural areas may be included within the nonattainment area boundaries.

Other Clean Air Act requirement may apply to the Section 5310 Subrecipient, e.g., phase-in of more stringent bus emission standards. The FTA regional office can supply up-to-date information on various provisions of the clean Air Act related to mobile sources.

D-U-N-S NUMBER

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 and subsequent 2008 amendments requires information disclosure of entities (including public bodies) receiving Federal funding through Federal awards. The intent of FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov. Agencies/public bodies' receiving Federal grant awards of \$25,000 or more made on or after October 1, 2010 are required to be reported on this website by the Federal governmental entity approving the grant.

All subrecipients of FTA grant funding must acquire a D-U-N-S number, this number is a unique, non-indicative 9-digit identifier issued and maintained by Duns and Bradstreet (D&B), this number is provided free for all subrecipients required to register under this Federal requirement. D&B assigns D-U-N-S numbers for each physical location of a business, non-profit or government entity.

Transit Asset Management (TAM) Reporting

Transit Asset Management applies to all recipients or subrecipients of Federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets used in the provision of public transportation. All subrecipients under the Section 5310 are considered Tier II Providers. Each tier II provider must develop its own TAM plan or participate in a group TAM plan. **A tier II provider's TAM plan and a group TAM plan only must include the following 4 elements:**

1. An inventory of the number and type of capital assets. The inventory must include all capital assets that a provider owns, except equipment with an acquisition value under \$50,000 that is not a service vehicle. An inventory also must include third-party owned or jointly procured exclusive-use maintenance facilities, passenger station facilities, administrative facilities, rolling stock, and guideway infrastructure used by a provider in the provision of public transportation. The asset inventory must be organized at a level of detail commensurate with the level of detail in the provider's program of capital projects;
2. A condition assessment of those inventoried assets for which a provider has direct capital responsibility. A condition assessment must generate information in a level of detail sufficient to monitor and predict the performance of the assets and to inform the investment prioritization;
3. A description of analytical processes or decision-support tools that a provider uses to estimate capital investment needs over time and develop its investment prioritization; and
4. A provider's project-based prioritization of investments.

A TAM plan must cover a horizon period of at least four (4) years.

YEARLY DOCUMENTATION

NJ TRANSIT requires annual affirmations either at time of application or with annual assurances, signed by the SUBRECIPIENT's legal authority certifying compliance with the following obligations Certification Regarding Lobbying Restrictions ([Exhibit H](#)) and Lobbying disclosure ([Exhibit I](#)); NJ TRANSIT Ethics ([Exhibit J](#)); ADA Affidavit ([Exhibit K](#)); as well as FTA's Annual Certifications and Assurances as they are released each year.

OTHER PROVISIONS

FTA STANDARD CONTRACT CLAUSES

All required Federal Transit Administration (FTA) Contract clauses set forth as part of the Federal Requirements are hereby incorporated into All Subrecipient and 3rd party Agreement ([See Exhibit C](#) - Federal Requirements and Clauses for full version).

EXHIBIT A

Subrecipient Vehicle Quarterly Report

NJ TRANSIT Community Mobility, Local Programs and Minibus Support Quarterly Vehicle Ridership Report – Definitions/Instructions

The Federal Transit Administration requires certification that funded vehicles are being used responsibly. Therefore, Quarterly Vehicle Ridership Reports (QVRR) are distributed to each grant recipient agency, for each vehicle operated, to collect operating information and to attest to appropriate vehicle use and management procedures.

NJ TRANSIT Local Programs and Minibus Support must receive a QVRR for each vehicle operated by your agency and, funded through the Federal Section ARRA, 5307, 5310, 5311, 5316 and 5317 programs every calendar quarter throughout the useful life of the vehicle.

The QVRR **submitted to NJ TRANSIT electronically via S-RIDES** onto <http://s-rides.njtransit.com/> on or before the 30th day of the month following the close of each calendar quarter. Chronic failure to complete a QVRR accurately and promptly may result in termination of a contract/lease, repossession of project equipment and/or a rating penalty assessed to subsequent grant applications.

<u>Quarter</u>	<u>Report Due No Later Than</u>
January - March 30	April 30
April - June 30	July 31
July - September 30	October 31
October - December 31	January 31

Trip by Trip Purpose and Customer Characteristics Headings - There are two headings Trip by Trip Purpose and Trip by Customer Characteristics. For each vehicle provide the number of one way trips in each of the columns below these headings.

One Way Trip - is defined as one passenger traveling in one direction from an origin to a destination; also referred to as an "unlinked passenger trip". Two people traveling in one direction equal two one-way trips; two people making a round trip equal four one-way trips. Personal care attendants and companions of a passenger are counted; however, they should be included in the "Other" category. In addition those using ARRA, 5307, 5311, 5316 and 5317 funded vehicles in general public transportation can put ridership in the "Other" category.

Please Note: The "Total" of one way trips by "Trip Purpose" **must equal** the "Total" of one way trips by "Customer Characteristics". The S-RIDES system will auto-fill the totals after you enter the data and hit the save button.

The following definitions correspond with Customer Trip Purposes Heading:

Days Operated - The number of days the vehicle operated to meet the service provided for the reporting period.

Medical - trips taken for medical appointments such as dialysis, doctor's offices, physical therapy, chemotherapy etc.

Non Competitive Employment - trips to places of employment of a non-competitive nature (i.e. sheltered workshop or extended employment center).

Competitive Employment - trips to places of gainful employment.

Recreation - Number of trips to senior centers, sporting events, concerts, plays or community sponsored special events as well as planned social outings.

Training & Education - Number of trips to schools or vocational training centers, full-time or part-time, day or evening, credited or non-credited.

Nutrition - Number of trips exclusively to/from designated nutrition sites and centers with the primary purpose of obtaining a meal.

Shopping - Number of trips to any shopping area or store.

Other - Any trip that does not fit in any of the other categories including personal care attendants or for errands such as banking, hair salon or visiting friends or for a deviated route service (open door policy) where you do not collect this data.

Total - The total is auto-filled by the S-RIDES system upon saving your data. The system calculates Customer Trip Purpose data across the columns left to right.

The following definitions correspond with Customer Characteristics Heading:

Senior Ambulatory - A trip taken by a customer who is 60 years of age or older and who can walk with or without the use of a mobility device such as a cane or walker.

Senior Non Ambulatory - A trip taken by a customer who is 60 years of age or older, who cannot walk and uses a mobility device such as a wheelchair or scooter.

Disabled Ambulatory - A trip taken by an individual who is **less** than 60 years of age, who has a physical or mental impairment that substantially limits one or more major life activities and who can walk with or without the use of a mobility device such as a cane or walker.

Disabled Non Ambulatory - A trip taken by a customer who is **less** than 60 years of age, who cannot walk and uses a mobility device such as a wheelchair or scooter.

Other - Any customer trip that does not fit in any of the above Customer Characteristic categories such as personal care attendants, companions or for a deviated route service (open door policy) where you do not collect this data.

Total - The total is auto-filled by the S-RIDES system upon saving your data. The system calculates Customer Characteristics data across the columns left to right.


Salary Expenses - The combined total of salary related expenses associated with the operation of this vehicle such as driver and/or mechanic salaries for the reporting period.

Insurance Expenses - The cost of carrying this vehicle for the reporting period.

Validation - After hitting the "Submit" button, you must validate the data by checking the box, when prompted and by doing so you certify that:

1. The above information is true and verifiable.
2. The transportation service provided has been operated in accordance with the project application and contract.

SAMPLE



[Logout](#)
OCEAN COUNTY
TRANSPORTATION

Home
e-Forms
Import
Account History

Quarterly Vehicle Ridership

Year: Quarter:

Status: SUBMITTED

Filter Data:

[Export Data Into Excel](#)

^ Trip Purpose

Vehicle	Days Operated	Medical	Non Comp. Employment	Comp. Employment	Recreation	Training & Education	Nutrition	Shopping	Other	Total Trips
16-1124	11	12	6	0	0	0	0	0	0	18
16-1125	0	0	0	0	0	0	0	0	0	0
16-1127	0	0	0	0	0	0	0	0	0	0
16-1137	0	0	0	0	0	0	0	0	0	0
16-1319	0	0	0	0	0	0	0	0	0	0
16-939	0	0	0	0	0	0	0	0	0	0
Total	11	12	6	0	0	0	0	0	0	18

^ Customer Characteristics

Vehicle	Senior Ambulatory	Senior Non Ambulatory	Disabled Ambulatory	Disabled Non Ambulatory	Other	Total Trips

NJ TRANSIT Community Mobility, Local Programs and Minibus Support Quarterly Vehicle Maintenance Report Definitions

Actual Miles Driven - Enter the actual miles a vehicle traveled in the quarter; the sum of vehicle service and non-service miles.

Odometer Reading - Enter the odometer reading at end of quarter.

Days Out of Service - Enter the number of days the vehicle was out of service during the quarter due to preventive maintenance performed and/or other mechanical failures. This would be for service days (days of normally scheduled operation) that vehicle was not available for service.

Total Cost - Total of all expenses for maintenance and repairs performed during this quarter. Cumulative costs for all maintenance and repairs indicate on this report.

PM Performed - Vehicle and Engine Preventative Maintenance Performed (VEPM) – Check appropriate boxes to indicate the type of VEPM performed during this quarter: oil, filters, tune-up, tires, brake system, cooling/heating system and/or lift.

Other Maintenance - Check appropriate boxes for other maintenance items noted: transmission, drive train, electrical, exhaust or other.

Mechanical Failures (Text box) - Note any mechanical failures that occurred during this quarter. A failure of some mechanical element of the vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns. Examples include: breakdown, brake failure, doors, engine cooling system, steering and front, rear axle and suspension and torque converters.

Damage/Accidents (Text box) - Describe any vehicle damage or accident that occurred during the quarter including the date of incident. You must notify Local Programs and Minibus Support, NJ TRANSIT within 24 hours of any accident as per your lease requirements.

Other PM (Preventative Maintenance) (Text box) - A failure of some other mechanical element of the revenue vehicle that because of local policy prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Examples of other bus failures include: breakdowns of fare box, wheelchair lifts, heating, ventilation and air conditioning (HVAC) and other problems not included as a mechanical failure.

SAMPLE

S-RIDES

[Logout](#)
OCEAN COUNTY
TRANSPORTATION

Homee-FormsImportAccount History

Quarterly Maintenance Ridership

Year: Quarter:

Status: Draft

Filter Data:

[Export Data Into Excel](#)

^ Maintenance Data

Vehicle	Actual Miles driven this quarter	Odometer	Days out of Service	Total Cost
16-1124	0	0	0	0
16-1125	0	0	0	0
16-1127	0	0	0	0
16-1137	0	0	0	0
16-1319	0	0	0	0
16-939	0	0	0	0
Total	0	0	0	0

^ PM Performed

EXHIBIT B

Vehicle Inspection Form

VEHICLE INSPECTION

DATE: _____ **COUNTY:** _____ # _____

TRANSPORTATION PROVIDER NAME: _____

Vehicle Year	Inspection Sticker	Plate Number	Vin Number		Securements	Flp
					Lift	w/c
Make	Model	Body	Registration	Insurance Card	Odometer	

All items must be inspected. If an item is not applicable to this vehicle, place "N/A" in the item box. If an item is defective or requires maintenance place a "✓" in the "D" box. Also, place a "✓" in the appropriate operable "O" box as needed.

Exterior	D	O	Safety Equipment	D	O	Interior	D	O
Owned by decal (2)			Triangles (3)			Mirrors		
NJT colors			First Aid Kit			Lights		
NJT #'s (2)			Bloodborne Pathogen Kit			Horn		
Body damage			Seat belt cutter (suggested)			Seats		
Windows			Extra electrical fuses			Seat Belts		
2 Outside Mirrors			Fire Extinguisher			AC/Heat/Defroster		
Reflectors			Rear door buzzer			Wipers/washer		
Turn Signals			Exit windows/buzzers			Gauges and Indicators		
Flashers			Roof Hatch			Brakes (Foot/Parking)		
Tires						Floor		
Headlights						Steps		
Parking lights						Body Damage		
Brake lights						Passenger Door		
Tail Lights						Driver Door		
Backup lights						Cleanliness		
Clearance/Marker								
Reverse Alarm								
Destination Sign								
Cleanliness								

Signage/Decals	D	O	Lift	D	O	Securements	D	O
No Smoke/Eat/Drink			Interlocks/Belt			Belt (4 floor)		
Seat Belts Required			Level Platform			Lap Belt		
Emergency Exits			Lift Lights			Shoulder belt		
Securement Instructions			Electric Wires (cut, frayed)			Floor Track		
Lift Operating Instructions			Hand Pump					
Vehicle Height			Hand Rails on Lift (2)					

Comments and Observations of Inspector:

All defects must be repaired within the number of days indicated. Vehicles may be placed out-of-service for Inoperable or Defective items listed in bold and shaded print. The vehicle may not be returned to service until defect is repaired and the Manager Minibus Support in the Office of Policy Technology & Customer Service is notified of the repairs.

General Vehicle Condition: Excellent ___ Good ___ Fair ___ Poor ___ Rec. Retirement ___

Transportation Provider: _____ NJ TRANSIT Inspector: _____
 Name: _____ Name: _____
 Signature: _____ Signature: _____

EXHIBIT C

FEDERAL REQUIREMENTS AND CLAUSES

Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

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

Charter Bus Requirements

These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000). Contractor shall comply with 49 USC 5323(d) and (r) and 49 CFR 604, which state that recipients and subrecipients of FTA assistance may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23

U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, “Charter Service,” 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

School Bus Requirements

Applicability – Operational Service Contracts. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions as permitted by federal transit laws, 49 U.S.C. § 5323(f) or (g), FTA regulations, “School Bus Operations,” 49 C.F.R. part 605, and any other applicable federal “School Bus Operations” regulations, or applicable federal guidance. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Violations. If a Recipient or any Third Party Participant has operated school bus service in violation of FTA’s School Bus laws, regulations, and requirements, FTA may require the Recipient or Third Party Participant to take such remedial measures as FTA considers appropriate, or bar the Recipient or Third Party Participant from receiving federal transit assistance.

Energy Conservation

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

Clean Water

All Contracts and Subcontracts over \$100,000

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33

U.S.C. §§ 1251 – 1377. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Lobbying

Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000

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

disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports

Applicability – As shown below. These requirements do not apply to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)
The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

All Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air

All contracts over \$100,000

- 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
- 2) Contractor shall include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with FTA assistance.

Recycled Products

All contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the current or previous fiscal year using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Contract Work Hours & Safety Standards Act

Applicability – Contracts over \$100,000

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in para. (1) of this section, contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in para. (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in para. (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - the recipient shall upon its own action or upon written request of USDOL withhold or cause to be withheld, from any moneys payable on account of work performed by contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours & Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in para. (2) of this section.

(4) Subcontracts - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

No Government Obligation to Third Parties

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the

Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination

Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$100,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same, and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be effected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions

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

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

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

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

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

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

Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include: acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

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

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default, the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Government Wide Debarment and Suspension (Non Procurement)

The Recipient agrees to the following: (1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following: (a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, (b) It will review the

U.S. GSA "System for Award Management," <https://www.sam.gov>, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and (c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant: 1 Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and (2) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the: (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project, (b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or (c) FTA Chief Counsel,

Contracts Involving Federal Privacy Act Requirements

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000) The following requirements apply to the underlying contract:

a. The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, requirements, and guidance, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Tribal Transit Program or the Indian Tribe Recipient, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service.

b. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant, will:

(1) Prohibit discrimination based on the basis of race, color, religion, national origin, sex, disability, or age. (2) Prohibit the: (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,

(b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or (c) Discrimination, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332. (3) Follow:

(a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, and other applicable federal guidance that may be issued, but

(b) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

c. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant, will: (1) Prohibit discrimination based on race, color, or national origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) 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 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, and (3) Follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance, (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) All other applicable federal guidance that may be issued.

d. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit, discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs, (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement, (d) FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients," July 26, 1988, and (e) Follow other federal guidance pertaining to Equal Employment Opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability, (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will: (a) Prohibited Discrimination. As provided by Executive Order No. 11246, as amended by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations, ensure that applicants for employment are employed and employees are treated during employment

without discrimination on the basis of their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent,

(b) Affirmative Action. Take affirmative action that includes, but is not limited to:

1 Recruitment advertising, recruitment, and employment, 2 Rates of pay and other forms of compensation, 3 Selection for training, including apprenticeship, and upgrading, and 4 Transfers, demotions, layoffs, and terminations, but (c) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

e. Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws and regulations, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows: (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12.a of this Master Agreement. (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program meeting the requirements of 49 C.F.R. part 26, that is approved by FTA, and establish an annual DBE participation goal. (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that: (a) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, and (b) Reporting TVM Awards. Within 30 days of any third party contract award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached to FTA's electronic award and management system, the Recipient must also submit subsequent notifications if options are exercised in subsequent years to ensure the TVM is still in good standing. (4) Assurance. As required by 49 C.F.R. § 26.13(a): (a) Recipient Assurance. The Recipient agrees and assures that: 1 It must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts, 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement. (b) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs: 1 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26, 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT- assisted subagreements, third party contracts, and third party subcontracts, as applicable, 3 Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 13.d(4)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and 4 The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible. (5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 C.F.R. part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq.

f. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20

U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and

(3) Federal transit law, specifically 49 U.S.C. § 5332.

g. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of Programs, Projects, and related activities receiving federal assistance, (4) U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and (5) Federal transit

law, specifically 49 U.S.C. § 5332.

h. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability: (1) Federal laws, including: (a) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities, (b) 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: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer," (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations, including: (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37, (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27, (c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38, (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39, (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,

(f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36, (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

i. Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

j. Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following: (1) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.

k. Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination. l. Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, requirements, and guidance may be enforced as provided in those federal laws, regulations, or requirements.

Breaches and Dispute Resolution

All contracts over \$100,000

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the recipient's authorized representative. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the recipient's CEO. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the recipient's CEO shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

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

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

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

Transit Employee Protective Provisions

Contracts for transit operations except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Public Transportation Employee Protective Arrangements. The Recipient agrees that 49 U.S.C. § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. U.S. DOL recognizes the following categories of arrangements:

(1) U.S. DOL Certification. When its Project involves public transportation operations and is financed with funding made available or appropriated for 49 U.S.C. §§ 5307, 5309, 5312, 5337, or 5339, as amended by FAST Act, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Project. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must carry out the Project as provided in its U.S. DOL Certification, which contains the terms and conditions that U.S. DOL has determined to be fair and equitable to protect the interests of any employees affected by the Project, (b) It must comply with 49 U.S.C. § 5333(b), and any future amendments thereto, (c)

It will follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as U.S. DOL determines otherwise in writing, (d) It must comply with the terms and conditions of the U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, including: 1 Alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and

(e) It must comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement for the Project: 1 The U.S. DOL certification of public transportation employee protective arrangements for the Project, which certification is dated as identified on the Underlying Agreement, 2 The documents cited in that U.S. DOL certification for the Project, 3 Any alternative comparable arrangements that U.S. DOL has specified for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, (2) Special Warranty. When its Project involves public transportation operations, and is financed with funding made available or appropriated for 49 U.S.C. § 5311, as amended by FAST Act, for former 49 U.S.C. § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, U.S. DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that: (a) It must comply with Federal transit laws, specifically 49 U.S.C. § 5333(b),

(b) Follow the U.S. DOL guidelines, "Guidelines, Section 5333(b), Federal Transit Law," 29 C.F.R. part 215, except as

U.S. DOL determines otherwise in writing, (c) It will comply with the U.S. DOL Special Warranty for its Project that is most current on the date when it executed the Underlying Agreement, and documents cited therein, including: 1 Any alternative comparable arrangements U.S. DOL has specified for the Project, 2 Any revisions U.S. DOL has specified for the Project, or 3 Both, and (d) It will comply with the following documents and provisions incorporated by reference in and made part of the Underlying Agreement: 1 The U.S. DOL Special Warranty for its Project, 2 Documents cited in that Special Warranty, 3 Alternative comparable arrangements U.S. DOL specifies for the Project, and 4 Any revisions that U.S. DOL has specified for the Project, and (3) Special Arrangements for 49 U.S.C. § 5310 Projects. The Recipient understands and agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not "necessary or appropriate" to apply the conditions of 49 U.S.C. § 5333(b) to Subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions: (a) FTA will make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and (b) FTA reserves the right to make other exceptions as it deems appropriate.

Disadvantaged Business Enterprise

Contracts over \$3,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, religion, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt payment

Applicability – All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms

All contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in current FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Drug and Alcohol Abuse and Testing

Operational service contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

The Contractor agrees to comply with the following Federal substance abuse regulations: a. Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), " 49 C.F.R. Part 32, that implements the Drug- Free Workplace Act of 1988 as amended, 41 U.S.C. §§ 8103 et seq., and 2 CFR part 182, b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 USC 5331, as amended by FAST Act, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.

Other Federal Requirements

The following requirements are not federal clauses.

Full and Open Competition

In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC

5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Interest of Members or Delegates to Congress

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those provisions attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance with Federal Regulations

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by FAST Act, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master

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

Access to Services for Persons with Limited English Proficiency

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the

Environmental Justice

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

Environmental Protections

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Restrictions

The Recipient agrees that it will not use any State or local geographic preference, except: (1) A preference expressly mandated by applicable Federal law, or (2) A preference permitted by FTA; for example, a contractor's geographic location may be a selection criterion for a Recipient that is procuring architectural engineering or related services, provided that a sufficient number of qualified firms are eligible to compete for that contract, or (3) As provided in section 418 of the Consolidated and Further Continuing Appropriations Act, 2015, Public Law No. 113-235, December 15, 2014, geographic preferences in construction hiring are protected from enforcement under former 49 C.F.R. § 18.36(c)(2), in accordance with any applicable federal regulations, requirements, and guidance and as implemented by FTA.

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third Party Participant or another Third Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects Only

Non Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations and (2 CFR § 200.501). Non Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$750,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in '3052.215(a), but records must be available for review or audit by appropriate officials of the Federal and State agencies.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass through entity.

CFDA number for the Federal Transportation Administration

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Veterans Preference

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

EXHIBIT D
SUBRECIPIENT NON-VEHICLE ASSET MANAGEMENT
NJ TRANSIT Policy and Subrecipient Certification of Use

NJ TRANSIT POLICY

It is the responsibility of Local Programs and Community Mobility to ensure that all non-vehicle equipment with a federal interest continues to be in program use as approved under the FTA grant the non- vehicle equipment was initially purchased from.

Each year subrecipients with active non-vehicle equipment are sent a list of capital equipment in their possession that retains a federal interest. Each such subrecipient must sign this annual Certificate of Use certifying that the equipment is being used in accordance with the original approved purpose of the equipment. Subrecipients must continue to submit this Certification of Use annually until there is no longer a federal interest in the capital items (s). Each year the non-vehicle inventory list will be revised by NJ TRANSIT based on the useful life criteria for non-vehicle equipment.

All non-vehicle equipment purchased with FTA funds must be labeled with grant year, funding source and date of purchase and be available for inspection by NJ TRANSIT staff when on site.

All federally-funded non-vehicle equipment must be kept in safe and clean condition and in good working order, and garaged or stored in a secure manner. The subrecipient must properly maintain the equipment according to the procedures described in the manufacturer's service manual and through generally accepted industry practices for such equipment. Besides this normal maintenance, the equipment should be regularly inspected by trained maintenance personnel and any problems uncovered through this inspection corrected in a reasonable time. Components of equipment should be tested regularly and kept in good working order.

In addition non-vehicle equipment with purchase price of \$5,000 and over must have a corresponding written maintenance plan; the plan must describe in detail the maintenance and frequency of maintenance for each item with value of \$5,000 or over. Written maintenance records of equipment must be maintained for the useful life of non-vehicle equipment.

CERTIFICATION OF USE

This is to certify that _____ (***Name of Agency***) continues to use the non-vehicle equipment on attached inventory. This non-vehicle equipment continues to be used for purposes they were purchased for, are maintained and are in good working order.

Signature

Name of Authorized Official

Title

EXHIBIT E

MONTHLY SUMMARY REPORT (MSR)

Introduction

The Monthly Summary Report form is used by SUBRECIPIENTS to report the transportation services supplied to all funding sources during each month.

In order for NJ TRANSIT to make payment, the SUBRECIPIENT submit monthly properly executed Expenditure Report and Reimbursement Request forms accompanied by supporting documentation of actual expenses incurred. Since NJ TRANSIT is implementing the electronic submittal of Monthly Summary Reports we no longer ask that these accompany the Expenditure Report and Reimbursement Request forms.

The Monthly Summary Report information must be compiled monthly and submitted electronically to NJ TRANSIT no later than twenty (20) days after the close of each month.

General Instructions

The MSR provides for the reporting of non-financial data which is necessary to fulfill both State and Federal requirements to support coordinated transportation operations. The non-financial data includes the Number of Passengers, Passenger Trip Purposes, and Client/User Characteristics to measure the benefits provided to agency consumers.

The MSR maintains data on the units of service received each month through the Senior Citizen and Disabled Resident Transportation Assistance program and by other funding services, which reimburse the transportation project. The MSR is used to summarize monthly services received by each agency or program on a separate line.

The Service Report is the basic document of accountability of services provided and enables each funding agency to monitor these services on a regular basis.

Program

This column lists the various funding sources that you receive, and then following the columns to the right is where you input the data per each funding source. At a minimum you must list all the funding sources you receive that are administered by NJ TRANSIT and the County contribution. NJ TRANSIT administered funding programs include the following: Enhanced Mobility for Senior and Persons with Disabilities (S5310), SCDRTAP (on the report this appears as Casino), CMAQ, Community Shuttle, Rural Transportation (5311), NJ JARC, New Freedom (5317) and/or Urbanized Area (5307).

You may choose to list your other funding sources individually or combine them into one as an "other" category.

For Federally funded programs that require a match you are to report the data as if fully funded by the Federal program. You may however break out a county contribution if the cost of the service is above and beyond the cost of the Federal funding being provided.

Mode of Service Headings

This section is split into two areas Demand Response and Route Deviation as defined below. By funding source complete the requested data in each of the columns below these headings.

Demand Response - Shared ride service operating in response to calls from passengers or their agents to the transit operator who schedules a vehicle to pick up the passengers to transport them to their destinations. Demand Response mode of service consists of Regular Passenger Trips and Subscription Trips as defined below.

Route Deviation - Transit service that operates along a fixed alignment or path at generally fixed times, but may deviate from the route alignment to collect or drop off passengers who have requested the deviation.

The following definitions correspond with each column's heading:

Demand Response and Route Deviation

Demand Response Passenger Trip - In order for a customer to take this trip, they must have requested transportation from origin to a destination on a specified date and time. A unit of service equals one passenger traveling in one direction from an origin to a destination; also referred to as a "one-way trip" or "unlinked passenger trip". For example two people are traveling in one direction equal two one-way trips; two people making a round trip equal four one-way trips. Personal care attendants and companions of a passenger are counted; however, they should be included in the "Other" category. **For the purpose of this report** you are to count your regular Passenger Trips separately from your Subscription Trips.

Demand Response Subscription Trips - Trips that customers take on a regular basis, usually 3-5 days a week. Unlike regular demand response trips once given a subscription trip these customers do not have to call daily to arrange their trip, instead these trips are scheduled to meet the travel needs of customers who sign up for the service in advance. For the purpose of this report you are to count your Subscription Trips separately from your regular Passenger Trips.

Demand Response Fares - The amount of money collected in fares from the Demand Response Services during the reporting period.

Total Trips for Demand Response - This number is automatically calculated by the system as a sum of your regular Passenger Trips and Subscription Trips.

Route Deviation Passenger Trips - In order for a customer to take this trip, they either board the vehicle as it operates along its fixed alignment or path, or they call to request a deviation of that route for their pick-up or drop-off. A unit of service equals one passenger traveling in one direction from an origin to a destination; also referred to as a "one-way trip" or "unlinked passenger trip". For example two people are traveling in one direction equal two one-way trips; two people making a round trip equal four one-way trips. Personal care attendants and companions of a passenger are counted; however, they should be included in the "Other" category.

Number of actual deviations - This is the actual number of times your vehicle deviate from it's original route to pick up a passenger.

% of actual deviations - The system will calculate this for you.

Route Deviation Fares - The amount of money collected in fares from the Route Deviation Services during the reporting period.

Total Trips for Demand Response & Route Deviation - This number is automatically calculated by the system as the sum of each mode of service's trips. Total Trips = Demand Response Passenger Trips + Demand Response Subscription Trips + Route Deviation Passenger Trips.

Customer Trip Purpose

Medical - trips taken for medical appointments such as dialysis, doctor's offices, physical therapy, chemotherapy, etc.

Non Competitive Employment - trips to places of employment of a non-competitive nature (i.e. shelteredworkshop or extended employment center).

Competitive Employment - trips to places of gainful employment.

Recreation - trips to senior centers, sporting events, concerts, plays or community sponsored special events as well as planned social outings.

Education & Training - trips to schools or vocational training centers, full-time or part-time, day or evening, credited or non-credited.

Nutrition - trips exclusively to/from designated nutrition sites and centers with the primary purpose of obtaining a meal.

Shopping & Personal - trips to any shopping area or store, or for individual recreation purposes.

Other - Any trip that does not fit in any of the above trip purpose categories, for example personal care attendants, companions or for a deviated route service (open door policy) where you do not collect this data.

Total Trips - This number is automatically calculated by the system as the sum of each Trip Purpose.

Customer Characteristics:

Senior Ambulatory - A trip taken by a customer who is 60 years of age or older, who can walk with or without a mobility device such as a cane or walker.

Senior Non-Ambulatory - A trip taken by a customer who is 60 years of age or older who uses a mobility device such as a wheelchair or scooter.

Disabled Ambulatory - A trip taken by an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment who can walk with or without a mobility device such as a cane or walker.

Disabled Non-Ambulatory - A trip taken by an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment who uses a mobility device such as a wheelchair or scooter.

Other - Any customer trip that does not fit in any of the above Customer Characteristic categories such as personal care attendants, companions or for a deviated route service (open door policy) where you do not collect this data.

Total Trips - This number is automatically calculated by the system as the sum of each Customer Characteristic.

Demand Response Only and Route Deviation Only Headings (for all programs):

This section is also split into the two areas Demand Response Only and Route Deviation Only. This section is a total for all funding sources combined. The heading will indicate for all programs, please enter total in each of the columns below these headings.

VOMMS (Vehicles Operated in Monthly Maximum Service) - The number of vehicles operating to meet the maximum service requirement (exclude atypical days such as holiday celebrations or one-time special events), or how many vehicles you operate during your peak hours of service.

Number of Days Operated - The number of days the vehicle operated to meet the maximum service provided for the reporting month (exclude atypical days such as holidays but include weekends if you offer service during that time).

Number of Days Not Operated - The number of days the vehicle did not operate to meet the maximum service provided for the reporting month (exclude atypical days such as holidays but include weekends if you offer service during that time).

Days Not Operated Due to Emergency - The number of days that service did not operate due to emergencies, such as floods, snowstorms, or tornadoes. A person in authority (usually the mayor, county head or governor) must officially declare an emergency.

Monthly Ridership (for all programs):

Passenger Miles - This box must be completed by everyone receiving funding from any of the following funding sources: CMAQ, 5309/Community Shuttle, 5309/ Earmarks, 5307/Urban, 5310/JARC, 5310/New Freedom. This number shall be the cumulative sum of passenger miles for all of your funding sources including those not listed above. Passenger miles are the cumulative sum of distances ridden by each customer. A unit of service equals one customer traveling in a vehicle per one mile; example: ten customers traveling one mile equals ten passenger miles. Your passenger miles shall be inclusive of all your funding sources supporting all demand response service that you operate. This definition also applies to Route Deviation Service.

Actual Miles - The actual miles a vehicle travels; the sum of vehicle service and non-service miles. This definition also applies to Route Deviation Service.

Revenue Miles - The number of miles a vehicle travels in service from the time of the first passenger pickup and the last passenger drop off. It does not include deadhead miles, those miles between the garage to the first passenger pickup and between the last passenger drop off and garage. *This definition also applies to Route Deviation Service.*

Actual Hours - The actual hours a vehicle is in service; the sum of vehicle service and non-service hours. This definition also applies to Route Deviation Service.

Revenue Hours - The total number of hours driven from the time of the first passenger pickup to the last passenger drop off. It does not include the time between the garage to the first passenger pickup and between the last passenger drop off and the garage. This definition also applies to Route Deviation Service.

Monthly Cancellations (for all programs):

Provider Cancelled Trips - A trip that the provider/operator cannot provide as scheduled. The customer is expecting service and the transportation provider cancelled the trip.

Customer Cancelled Trips - A trip that the customer cancelled within the prescribed timeframe allowed for cancellations.

Customer No Shows - A trip in which the vehicle arrives at the pick-up point of the customer, but the customer requesting the trip is not available or present. In many cases a NO SHOW is also defined as when a passenger gives less than a prescribed notice of cancellation. (For example: less than 30 minutes before a scheduled trip).

Denials - A trip request, which was not accepted because the service provider, for a variety of reasons, cannot accommodate the trip for the day and/or time requested; the provider is not able to offer an alternative acceptable to the passenger.

EXHIBIT E – MONTHLY SUMMARY REPORT (MSR) (continued)

MONTHLY SUMMARY REPORT (MSR) must be submitted to NJ TRANSIT electronically via S-RIDES

SAMPLE

Monthly Ridership

Year: 2013 Month: January Search

Status: DRAFT

Filter Data: All Programs Edit Submit

[Export Data Into Excel](#)

Program	Demand Response Passenger Trips	Demand Response Subscription Trips	Demand Response Fares	Total Trips for Demand Response	Route Deviation Passenger Trips	Number of Actual Deviations	% of Actual Deviations	Route Deviation Fares	Total Trips for Demand Response & Route Deviation
21 PLUS	0	0	0	0	0	0	0	0	0
MEDICAID (TITLE XIX)	0	0	0	0	0	0	0	0	0
NEW FREEDOM	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TITLE III (NUTRITION)	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0

Program	Medical	NonComp. Employment	Comp. Employment	Recreation	Education & Training	Nutrition	Shopping & Personal	Other	Total Trips
21 PLUS	0	0	0	0	0	0	0	0	0
MEDICAID (TITLE XIX)	0	0	0	0	0	0	0	0	0
NEW FREEDOM	0	0	0	0	0	0	0	0	0

Total	0	0	0	0	0	0	0	0	0	0
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Customer Characteristics

Program	Senior Ambulatory	Senior NonAmbulatory	Disabled Ambulatory	Disabled NonAmbulatory	Other	Total Trips
21 PLUS	0	0	0	0	0	0
MEDICAID (TITLE XIX)	0	0	0	0	0	0
NEW FREEDOM	0	0	0	0	0	0
OTHER	0	0	0	0	0	0
TITLE III (NUTRITION)	0	0	0	0	0	0
Total	0	0	0	0	0	0

Demand Response Only (for all programs)

VOMMS	Days Operated	Days Not Operated Due to Strike	Days Not Operated Due to Emergency
0	0	0	0

Route Deviation Only (for all programs)

VOMMS	Days Operated	Days Not Operated Due to Strike	Days Not Operated Due to Emergency
0	0	0	0

Monthly Ridership (for all programs)

Demand Response Passenger Miles	Demand Response Actual Miles	Demand Response Revenue Miles	Demand Response Actual Hours	Demand Response Revenue Hours	Route Deviation Passenger Miles	Route Deviation Actual Miles	Route Deviation Revenue Miles	Route Deviation Actual Hours	Route Deviation Revenue Hours
0	0	0	0	0	0	0	0	0	0

Monthly Cancellations (for all programs)

Provider Cancelled Trips	Customer Cancelled Trips	Customer No Shows	Denials
0	0	0	0

EXHIBIT F

Monthly Expenditure Report and Reimbursement Request

INTRODUCTION

The NJ TRANSIT Non-Urbanized Area Formula Program (Section 5311) Expenditure Report and Reimbursement Request forms are used by Subrecipients to request reimbursement for eligible expenses incurred under the FTA's Section 5311 Agreements with NJ TRANSIT. In order for NJ TRANSIT to make payment, the Subrecipient must submit monthly properly executed Expenditure Report and Reimbursement Request forms accompanied by supporting documentation of actual expenses incurred. The Expenditure Report and Reimbursement Request forms and the corresponding Monthly Service Report forms must be compiled monthly.

When submitted for payment monthly, the Expenditure Report and Reimbursement Request forms, along with supporting documentation of actual expenses incurred forms must be mailed to NJ TRANSIT no later than forty-five (45) days from the last day of each month. If more than forty-five (45) days is required, the Subrecipient shall notify NJ TRANSIT in writing at the start of the contract year. The Monthly Summary Reports (MSRs) are due to NJ TRANSIT via electronically twenty (20) days, to be reimbursement for expenses Subrecipients must be up to date with submittals of their Monthly Summary Reports.

GENERAL INSTRUCTIONS

Annually each SUBRECIPIENT shall receive Reimbursement Request forms from NJ TRANSIT. The forms will contain the approved Operating line item budget in the Project Budget column. The SUBRECIPIENT must complete the form by supplying the information regarding payable (ORGANIZATION NAME AND MAILING ADDRESS) and the (NAME, TITLE AND PHONE NUMBER) of the Authorized Certifying official. The project budget, address and name cannot be changed since it must match NJ TRANSIT's Financial System.

Monthly each SUBRECIPIENT must enter the **REPORT DATE, EXPENSE PERIOD, REIMBURSEMENT REQUEST, and REIMBURSEMENT TO DATE** information and have the Authorized Certifying official sign the Expenditure Report and Reimbursement Request form.

PROJECT BUDGET

The Expenditure Report and Reimbursement Request forms contain each project's Operating line item budget in the Project Budget column. The line items containing dollar amounts are the only expense categories that will be reimbursed. The SUBRECIPIENT may request line item budget revisions, the budget revision request must be submitted in writing and require NJ TRANSIT approval. If approved NJ TRANSIT send approved revised reimbursement form to the SUBRECIPIENT.

REIMBURSEMENT REQUEST

SUBRECIPIENTs must compile their expense records, subtotal expenses by category line item and record the subtotals on the appropriate reimbursement form. The line items should then be added and the total recorded on the Total Expenses line. Finally, after the required match (and fare and or donation if applicable) is deducted the reimbursable total is entered on the Total Reimbursable line. Reimbursement documentation should be attached for equaling amounts to be reimbursed.

REIMBURSEMENT TO DATE

This column accumulates prior and current period reimbursement requests by line item and will assist the local project manager in monitoring project expenditures against the project budget. Values in the "Reimbursement To Date" column are updated monthly by adding the line item values of the current month's "Reimbursement Request" column to the prior month's "Reimbursement To Date" line item values. SUBRECIPIENTs will not be reimbursed for amounts over the total Approved Budget.

SUMMARY

This instruction sheet explains the procedures for completing the NJ TRANSIT Monthly Expenditure Report and Reimbursement Request form.

Request for reimbursement must be mailed to:

**NJ TRANSIT
Community Transportation
One Penn Plaza East, 4th Floor
Newark, New Jersey 07105-2246**

EXHIBIT F – Monthly Invoice (Expenditure Report and Reimbursement Request)
(continued)

OPERATING BUDGET – Line items

Salaries/Fringe: *Operating* staff the expense associated with the salaries and fringe benefits of drivers, dispatchers, schedulers, operations managers, or mechanics that provide service directly relating to the operations of the organization.

Salaries/Fringe: *Administrative* the expense associated with the salaries and fringe benefits of administrative staff who are involved in providing service, includes time spent preparing expense and /or ridership reports.

Licenses and Registration: Costs involving vehicle registration and driver licenses.

Third Party Contract Services: Cost involving services that are contracted for, from any entity outside of organization. Would include operating contracts, service subsidy or computer support services, such as, service or maintenance contracts. SUBRECIPIENTS must comply with FTA procurement for all such expenses.

Maintenance/Repairs: Reflects cost associated with maintenance of vehicles such as, repairs, lubricants, oil, vehicles servicing and any small parts. SUBRECIPIENTS must comply with FTA procurement for all such expenses.

Materials Consumed: Cost of gasoline, diesel fuel etc. SUBRECIPIENTS must comply with FTA procurement for all such expenses.

Miscellaneous: Any miscellaneous item that neither fits any other category nor occurs on a regular basis (i.e. uniforms). SUBRECIPIENTS must comply with FTA procurement for all such expenses.

Reimbursement Documentation: We ask that you submit the Expenditure Report and Reimbursement Request forms on a monthly basis no later than forty-five (45) days from the last day of each month. All reports must include supporting documentation of actual expenses incurred. Back-up documentation must include check ledger showing expenses paid and any additional documentation of incurred expenses. All reimbursement documentation must pass an auditors review.

Sample documentation – must be on SUBRICIPIENT’s letter head:

LABOR EXPENSE BY MONTH

NAME	TITLE	HOURLY RATE	HOURS WORKED	TOTAL
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Total Labor Expense This Month

\$ _____ Fringe Rate% _____ \$ _____

Total Labor and Fringe

\$ _____ Overhead Rate% _____ \$ _____

EXHIBIT F – Monthly Invoice (Expenditure Report and Reimbursement Request)

SAMPLE FORM

**Non-urbanized area formula program (S5311)
Monthly Expenditure Report and Reimbursement Request
OPERATING (CONTRACT YEAR TERM _____ - _____)**

Grantee:
Report Number: _____ Agreement: From: _____ To: _____
Report Date: _____ Expenses: From: _____ To: _____
Service Start Date: _____

REIMBURSEMENT PAYABLE TO:
Signature of Authorized Certifying Official: _____ Date: _____

Print Name & Title:
Phone No.

OPERATING BUDGET LINE ITEMS	PROJECT BUDGET	REIMBURSEMENT REQUEST	REIMBURSEMENT REQUESTED TO DATE
Salaries/Fringe Benefits (Operations)			
Salaries/Fringe Benefits (Administrative labor associated with providing service) 10% of budget max			
Maintenance & Repairs			
Third Party Contract Services			
Materials Consumed (oil, fuel, etc.)			
Insurance			
Other Miscellaneous Expenses			
Total Operating Expenses			
(- Fares, Donations)			
Net Operating Expenses			
(-) 50% Local Share			
Total Reimbursement Request			

THE EXPENSE DOCUMENTATION AND SERVICE REPORT MUST BE ATTACHED.

NJ TRANSIT USE ONLY			
REIMBURSEMENT SOURCE	AMOUNT	Project # - Line #	PO #
Total Reimbursement Approved			

Signature indicates that Reimbursement form and all procurement documents were reviewed and are in compliance with Federal Regulations.

Approved for Payment _____ Date: _____

EXHIBIT G
[SUBRECIPIENT]
DBE REQUIREMENTS FOR RACE NEUTRAL FEDERAL PROCUREMENT ACTIVITIES
[NAME OF SUB-RECIPIENT]
DBE REQUIREMENTS FOR RACE-NEUTRAL

FEDERAL PROCUREMENT ACTIVITIES The following pages provide Bidders/Proposers/Primes on federal contracts with [NAME OF SUB-RECIPIENT], information about [NAME OF SUB-RECIPIENT] Disadvantaged Business Enterprise (DBE) Program, administered by the [NAME OF SUB-RECIPIENT]. Prospective Bidders/Proposers/Primes will have an opportunity to ask questions regarding the directives contained in the DBE specifications at the pre-bid/pre-proposal conference(s). Further clarification of the DBE specifications, along with assistance in completing the forms, can be obtained by calling (____) Sub-recipient Telephone.

A list of certified DBE firms may be found in the NJ Unified Certification Program (NJUCP) Directory at <https://njucp.dbesystem.com>.

Note: Use of this list does not relieve the Bidder/Proposer/Prime contractor/consultant of responsibility to seek DBE participation from other sources. The list is updated daily and must be checked periodically, as firms are certified and decertified daily.

These DBE specifications are a part of the Contract and shall be binding upon the successful Bidder/Proposer and Prime in the pre and post-award stages of [NAME OF SUB-RECIPIENT] professional services, construction, and goods and services contracts. These specifications shall be binding upon sub-recipients and imposed on their contractors.

1.1 POLICY

As defined in the U.S. Department of Transportation (USDOT) Regulation 49 CFR Part 26, it is the policy of [NAME OF SUB-RECIPIENT] that Disadvantaged Business Enterprises shall have the opportunity to compete for and participate in the performance of contracts financed in whole or in part with federal funds. Each subcontract a Prime signs with a subcontractor/subconsultant must include the following assurance referenced in **article 1.2**.

1.2 ASSURANCE

1.2.1 The Prime contractor/consultant, or subcontractor/subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Prime contractor/consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate (49 CFR 26.13). This assurance clause shall be included in every DOT-assisted contract and subcontract.

1.2.2 This language is included to comply with relevant Federal law and to ensure that all persons who enter into any direct or indirect form of contractual agreement with [NAME OF SUB-RECIPIENT] are aware of their responsibilities and the commitment of [NAME OF SUB-RECIPIENT] to see that [NAME OF SUB-RECIPIENT]'s DBE Policy is carried out in all instances.

1.3 DBE GOAL FOR THIS PROJECT

This project is a component of our Race Neutral Goal Program; therefore, a **Race-Neutral (RN) a Disadvantaged Business Enterprise (DBE) goal** for the gross sum of the bid/proposal has been established. Race neutral measures are those efforts used to assist all small businesses, including DBE's. For the purpose of this part, race neutral includes gender-neutrality. [NAME OF SUB-RECIPIENT] will meet a portion of its overall goal by using race neutral means of facilitating DBE participation. [NAME OF SUB-RECIPIENT] encourages Contractors/Consultants to subcontract to DBE firms for this project.

To assist [NAME OF SUB-RECIPIENT] with its race neutral measures, a bidder/proposer is encouraged to document in writing, activities taken to determine whether the bidder/proposer made reasonable efforts to solicit and award contracts to eligible minority and female businesses.

[NAME OF SUB-RECIPIENT] will track and report the extent of your Race-Neutral and Race-Conscious business assistance efforts. For reporting purposes, race neutral participation includes, but is not necessarily limited to, the following:

- 1) DBE participation through a prime contract, a DBE obtains through customary competitive procurement procedures,
- 2) DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal.

1.4 GUIDANCE TO BIDDER/PROPOSERS/PRIMES

- 1.4.1 Failure by a Bidder/Proposer/Prime to comply with any of the requirements contained herein shall result in breach of contract and it shall be subject to the appropriate penalties, remedies, or liquidated damage(s). **Refer to articles 5.6-5.7**
- 1.4.2 All required forms, including the supplemental section (**see articles 2.3-2.4**) must be submitted in accordance with the requirements. **Firms must be certified under the NJUCP at the time of contract award in order to obtain DBE credit toward the goal.**
- 1.4.3 Price alone is not an acceptable basis for rejecting a DBE subcontractor/subconsultant's bid.
- 1.4.4 The Bidder/Proposer/Prime shall, at a minimum, seek DBEs in the same geographic area in which it generally seeks subcontractors/subconsultants. However, the Bidder/Proposer/Prime may be required to expand its search under specific circumstances as determined by OBD. **Refer to article 2.0**
- 1.4.5 Agreements between a Bidder/Proposer/Prime and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidder/Proposers are prohibited.
- 1.4.6 The desire of a Bidder/Proposer/Prime to self-perform the work of a contract with its own organization is not an acceptable basis to not meet the goal or demonstrate a good faith effort to do so.
- 1.4.7 The Bidder/Proposer/Prime is responsible for verifying that the DBE is certified under the appropriate NAICS code for the scope of work identified. DBE credit shall be given only for work performed in the NAICS code(s) under which the DBE is certified.
- 1.4.8 A DBE firm listed on the First-Tier DBE Utilization Form (Form A) shall constitute a binding representation to [NAME OF SUB-RECIPIENT], by the Bidder/Proposer/Prime, that the DBE firm is qualified, available, and certified under the appropriate and required NAICS code to perform the scope of work identified. **Refer to article 2.5a**

1.5 TRANSIT VEHICLE MANUFACTURERS (TVM)

- 1.5.1 As a transit vehicle manufacturer, you must establish and submit for FTA's approval an annual overall DBE percentage goal. A TVM must certify that it submitted the annual DBE goal required by 49 CFR 26.49 and FTA has approved it or not disapproved it.
 - (a) As a condition of being authorized to bid or propose on FTA assisted transit vehicle procurements, the Bidder/Proposer must complete and submit the TVM Certification form with the bid/proposal certifying that it has complied with the requirements of 49 CFR 26.49.
- 1.5.2 [NAME OF SUB-RECIPIENT] may, with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of complying with the procedures of this section.

1.6 RESPONSIBLE BID/PROPOSAL CRITERIA

- 1.6.1 As a matter of responsibility, the two lowest Bidders or two highest ranked Proposers must submit the required forms, including the supplemental section (if applicable), with the bid/proposal or within five (5) calendar days after the bid opening or proposal due date. Notwithstanding the date of submission of the mandatory DBE forms, all negotiations between a Bidder and any potential DBE subcontractor, subconsultant, or supplier shall be completed prior to the bid opening or cost proposal due date.

Bidders/Proposers shall identify all DBE and non-DBE subcontractors, subconsultants, and suppliers proposed to participate in and those solicited for this Contract, and shall complete and submit the mandatory DBE Forms A, A1, A2, and B. The two lowest Bidders or two highest ranked Proposers must also submit NJ Unified Certification Program (NJUCP) certificate or letter for all potential DBE subcontractors. Additionally, the two lowest Bidders or two highest ranked Proposers shall submit any applicable supplemental forms (AA, AA1, AA2, BB, and D). All DBE forms and NJUCP certificates or letters shall be submitted with the Bid or within five (5) calendar days of the bid opening date. However, Bidders are strongly encouraged to submit all mandatory documents with the Bid to prevent delay of the Contract award.

- 1.6.2 Bidders are requested to review carefully and complete the forms entirely, with no blank fields. Failure to satisfactorily complete or submit all required documentation and/or demonstrate documented evidence of good faith effort within five (5) calendar days shall result in rejection of a Bid as non-responsible.
- 1.6.3 If the two lowest Bidders/highest ranked Proposers submit the DBE forms, but fail to meet the DBE goal, the [NAME OF SUB-RECIPIENT] will consider the efforts made to determine if a Bidder/Proposer/Prime has in fact demonstrated a good faith effort. See article 2.0
- 1.6.4 If it is determined that satisfactory good faith efforts were not made to include DBE participation on the contract, [NAME OF SUB-RECIPIENT] shall consider awarding the contract to the next lowest bidder or highest ranked proposer who offers a reasonable price, meets the DBE goal and other bid requirements or requirements of 49 CFR Part 26 and/or satisfactorily demonstrates documented evidence of good faith effort.

2.0 GUIDANCE ON A GOOD FAITH EFFORT

- 2.1 To demonstrate a good faith effort to meet the DBE goal, a Bidder/Proposer/Prime shall provide written documentation in addition to Form D (article 2.3e), of the steps it has taken, prior to the bid opening/proposal due date, or during the life of the contract to obtain DBE participation. **The Bidder/Proposer/Prime can meet this requirement in either of two ways:**
- (1) The Bidder/ Proposer/Prime can meet the goal.
 - (2) The Bidder/Proposer/Prime shall exhaust the available options referenced in **article 2.2** in making a continuous good faith effort to meet the assigned contract goal for the life of the contract.
- (a) The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.
- (b) In determining a good faith effort, the OBD will consider the **quality, quantity, and intensity** of the different kinds of efforts that the Bidder/Proposer/Prime has made. Mere *pro forma* efforts will not be considered as demonstration of good faith effort to meet the DBE contract requirements.
- (c) The Bidder/Proposer/Prime shall use good business judgment and consider a number of factors in negotiating with subcontractors/subconsultants, including DBE subcontractors/ subconsultants, and should take a firm's price and capabilities as well as contract goals into consideration. **The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's/Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable as determined by [NAME OF SUB-RECIPIENT]. Primes are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.**
- (d) The Bidder/Proposer/Prime's **ability or desire to perform the work of a contract with its own organization (self-performance) does not relieve the Bidder/Proposer/Prime of the responsibility to meet the goal or demonstrate a good faith effort.**
- (e) The Bidder/Proposer/Prime shall not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder/Proposer/Prime's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder/Proposer/Prime's efforts to meet the assigned project goal.
- (f) The OBD will support the Bidder/Proposer/Prime in identifying ways to meet the assigned contract goal.

2.2 A GOOD FAITH EFFORT

The following is a list of actions that [NAME OF SUB-RECIPIENT] will consider as evidence of a Bidder/Proposer/Prime's good faith effort to obtain DBE participation. While exhausting the available options in this list may count as a good faith effort, this list is not intended to be a mandatory checklist, nor is this list intended to be exclusive or exhaustive of all the efforts a Bidder/Proposer/Prime might make to achieve the assigned DBE goal. [NAME OF SUB-RECIPIENT] may require a Bidder/Proposer/Prime to take action above and beyond those listed below to meet the assigned DBE goal.

- (a) The Bidder/Proposer/Prime shall solicit through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capacity to perform the work of the contract.

- (1) The Bidder/Proposer/Prime must solicit this interest within sufficient time to allow the DBE to respond to the solicitation.
- (2) The Bidder/Proposer/Prime must take appropriate steps to follow up on initial solicitations in order to determine with certainty if the DBE firms are interested.
- (b) The Bidder/Proposer/Prime shall select portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Prime might otherwise prefer to perform these work items with its own forces.
- (c) The Bidder/Proposer/Prime shall provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (d) The Bidder/Proposer/Prime shall negotiate with a DBE(s) with the intent to enter into a contract. It is the Bidder/Proposer's responsibility to make a portion of the work available to DBE subcontractors/subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE Primes and suppliers, so as to facilitate DBE participation.
- (1) Evidence of such negotiation includes:** the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
- (e) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by [NAME OF SUB-RECIPIENT] or the Prime contractor.
- (f) The Bidder/Proposer/Prime shall make efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (g) The Bidder/Proposer/Prime shall effectively use the services of available minority/women community organizations; minority/women Prime contractors groups; local, State and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

2.3 REQUIRED FORMS

- (a) **Form A - First Tier DBE Utilization:** Lists all First Tier DBE firms scheduled to participate on this contract.
- (b) **Form A1 - Bidder/Proposer Solicitation and Contractor Information:** Lists all DBE and Non-DBE subcontractor/subconsultants, including suppliers, solicited for, and participating on this contract.
- (c) **Form A2- Non-DBE Sub Utilization:** Lists all DBE and Non-DBE subcontractors/ subconsultants, including suppliers, participating on this contract.
- (d) **Form B - Intent to Perform as a DBE Sub:** Identifies the work the 1st Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **DBE Good Faith Effort Form (if applicable):** Identifies any DBE subcontractor invited to quote, but declined to do so for any reason.
- (f) **Trucking Commitment Agreement (if applicable):** Identifies all trucking firms (DBE and Non-DBE) participating on this contract, at any tier.
- (g) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each First Tier DBE subcontractor/subconsultant.
- (h) ***Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher (Post-Award):** Records monthly payments issued to each DBE subcontractor/subconsultant/supplier and monthly payments issued by [NAME OF SUB-RECIPIENT] to the Prime. Certifies that DBE subs have been paid for previous month's invoices.
- (i) **Form E2 – DBE's Monthly Payment Report (Post-Award):** Records monthly invoices submitted by the DBE, payments owed to the DBE on past due invoices and payments received from the prime by each DBE subcontractor/subconsultant.
- (j) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only):** Records monthly payments issued to each DBE Prime by [NAME OF SUB-RECIPIENT] to.

**This form is due from the Prime in each month following the notice to proceed issued by [NAME OF SUB-RECIPIENT]. Refer to*

2.4 SUPPLEMENTAL REQUIRED FORMS (IF APPLICABLE)

- (a) **Form AA – Second Tier DBE Utilization:** Lists all Second Tier DBE firms scheduled to participate on the DBE sub-Prime's contract.
- (b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:** Lists all Second Tier DBE firms participating on this contract as indicated on Form AA and Form AA2.
- (c) **Form AA2- Second Tier Non-DBE Sub Utilization:** Lists all DBE and Non-DBE firms including suppliers participating on the DBE sub-Prime's contract.
- (d) **Form BB - Intent to Perform as a Second Tier DBE Sub:** Identifies the work the 2nd Tier DBE intends to perform including scope of work, subcontract dollar value, etc.
- (e) **NJ UCP DBE Certification & NAICS Code Verification:** Confirms the DBE status and NAICS code(s) of each Second Tier DBE subcontractor/subconsultant.

2.5 INSTRUCTIONS FOR COMPLETING REQUIRED FORMS (see glossary for definition of terms)

(a) **Form A - First Tier DBE Utilization:**

Form A is a formal agreement between the Bidder/Proposer and the DBE(s). Replacement/removal of DBE subcontractors/subconsultants/supplier identified on Form A is prohibited after the bid or proposal is submitted to [NAME OF SUB-RECIPIENT]. Refer to article 4.3. A DBE Bidder/Proposer, which lists itself on Form A, is committed to performing the work indicated with its own personnel.

DBEs performing as second tier sub(s) to a **non-DBE sub Prime** should be listed with the name of the non-DBE sub Prime's firm name in parenthesis next to the DBE sub's name. {Ex: DBE Electric Co. (Prime Contractor, Inc.)}

(1) A first Tier DBE is required to perform at least 51% of its subcontract value with its own forces.

Bidders/Proposers/Primes will not receive any credit for DBEs performing less than 51% and therefore must not be listed on this form.

(2) For DBE suppliers, identify all manufacturers, regular dealers, and brokers. If a DBE supplier is a **manufacturer**, indicate the full value of its subcontract. If a DBE supplier is a **regular dealer**, show its total contract value multiplied by 60% (Ex. \$100K x 60%= \$60K). If a DBE supplier is **neither a manufacturer nor a dealer**, indicate the fee/commission only, not the cost of materials or supplies. See article 3.0 for direction on determining credit toward the goal.

(3) A detailed scope of work must be provided; one-word descriptions are not acceptable. (Ex. **Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton**).

(b) **Form A1 - Bidder/Proposer/Prime Solicitation and Contractor Information:**

The Bidder/Proposer must complete and submit page one (1). The DBE and non-DBE subcontractors/subconsultants, including suppliers, solicited for, participating on, or expressed interest in this contract must complete page two (2).

(c) **Form A2- Non-DBE Sub Utilization:**

Bidders/Proposers are required to report and submit all dollars committed to non-DBE subcontractors/subconsultants/suppliers. The non-DBE portion of work is **not** counted toward the assigned DBE goal. See article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. **Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton**).

(d) **Form B - Intent to Perform as a First Tier DBE Sub:**

Each DBE subcontractor/subconsultant/supplier listed on Form A must complete and sign Form B. **Note:** The Bidder/Proposer/Prime is prohibited from completing any portion of the form and from directing DBE(s) to sign a blank form.

(1) The Bidder/Proposer/Prime must provide interested DBEs with a copy of appropriate plans, specifications, and requirements of the contract in a timely manner to allow the DBE to prepare an appropriate price quote and submit on time.

(2) First Tier DBEs must perform at least 51% of the total dollar value of its subcontract, with its own forces. The firm must indicate the percentage of the total portion of work to be subcontracted to DBE and non-DBE firms. The non-DBE percentage of work is not counted toward the assigned goal.

(3) The OBD encourages DBE-to-DBE subcontracting in order to preserve DBE participation credit. **See article 3.0**

(4) The DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: *type of services provided, total number of units, price per unit, total cost, etc.*

(e) **DBE Good Faith Effort: (If Applicable)**

Form D applies to any Bidder/Proposer/Prime who failed to meet the assigned DBE goal. This form will assist the Bidder/Proposer/Prime in demonstrating a good faith effort.

If the DBE(s) solicited declines to sign this form, the completed form should be submitted with the Bidder/Proposer's signature only and the OBD will verify the information provided with the firm. **Refer to articles 2.0-2.2** for guidance.

(f) **Trucking Commitment Agreement: (If Applicable)**

DBEs must provide information for all DBE and non-DBE trucking firms it will lease from or subcontract to. Subcontracting to a non-DBE trucker means that the non-DBE will perform a portion of the DBE firm's subcontract. **Refer to article 3.4**

The following documents must be attached for all trucks owned: copy of title(s)/finance agreement(s), registration card(s), insurance card(s), apportioned cab card(s) and/or hazardous material license(s) if applicable. A copy of the title or finance agreement is the only acceptable proof of ownership.

The following documents must be attached for all trucks leased: copy of lease agreement(s) established between both firms, title(s), registration card(s), insurance card(s), lease agreement(s), apportioned cab card(s) and/or hazardous material license(s) if applicable.

(g) **NJ UCP DBE Certification and NAICS Code Verification:**

All DBEs listed on Form A must be certified at the time of contract award. It is the Bidder/ Proposer's responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njucp.net and <http://www.census.gov/eos/www/naics>

(h) **Form E - Contractor's Monthly DBE Payment Report & Payment Certification Voucher:**

Beginning the month following the contract's notice to proceed, the Prime must report monthly payment activity for each DBE subcontractor/subconsultant/supplier; certifies each DBE sub has been paid any amounts due from previous or current progress payments paid to the Prime. (**article 5.2.4**)

All invoices 30 days past due from [NAME OF SUB-RECIPIENT] must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(i) **Form E1- DBE Prime's Monthly Payment Report (For DBE Prime Only)**

Beginning the subsequent month following the contract's execution date, the DBE Prime must report its monthly payments received by [NAME OF SUB-RECIPIENT]. **Refer to article 5.2.5.**

All invoices 30 days past due from [NAME OF SUB-RECIPIENT] must be listed in the appropriate field.

This report is due even if there is no payment activity. This form must be completed and submitted to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

(j) **Form E2 – DBE's Monthly Payment Report:**

The Prime must provide a copy of the Form E2 to each DBE subcontractor/subconsultant/ supplier(s).

Beginning the subsequent month following the DBE's execution date, the DBE firm must report its monthly payment activity.

This report is due even if there is no payment activity. **This form must be completed and submitted by the DBE only** to the OBD **by the 7th of each month** to the attention of the OBD's Manager of Contract Compliance.

All invoices 30 days past due must be listed in the appropriate field. Identify concerns or issues in the comments section to be addressed by the OBD. (Refer to article 5.2.6)

2.6 INSTRUCTIONS FOR COMPLETING SUPPLEMENTAL REQUIRED FORMS:

- (a) **Form AA – Second Tier DBE Utilization:** The Second Tier DBE **must perform 100%** of its subcontract with its own forces. A formal request to waive this requirement may be granted, solely at the discretion of the OBD; however, approval is required.

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

- (b) **Form AA1 – Second Tier Bidder/Proposer Solicitation and Contractor Information:**

The DBE sub-Prime must submit and complete page one (1). Second Tier DBE(s) solicited for and participating on this contract must complete page two (2).

- (c) **Form AA2- Second Tier Non-DBE Subcontractor Utilization:**

DBE sub-Primes are required to report and submit all dollars committed to non-DBEs. The non-DBE portion of work is not counted toward DBE participation credit. Refer to article 3.0

A detailed scope of work must be provided; one-word descriptions are not acceptable.

(Ex. Haul and dispose of approximately 192,000 tons of contaminated soil to a clean earth facility at \$34.00 a ton).

- (d) **Form BB - Intent to Perform as a Second Tier DBE Subcontractor:**

Each DBE firm listed on Form AA, must complete, and sign. **Only Second Tier DBE(s) must complete and sign this form.**

The Second Tier DBE must provide a detailed scope of work; one-word descriptions are not acceptable. Descriptions should include: type of services provided, total number of units, price per unit, total cost, etc

- (e) **NJ UCP DBE Certification & NAICS Code Verification:**

responsibility to ensure that DBEs are certified and that their NAICS code(s) match the scope of work to be performed on this contract. Credit will not be given for any work to be performed without the appropriate NAICS code. Status can be verified through www.njcup.net and www.census.gov/eos/www/naics/.

3.0 GUIDANCE ON COUNTING DBE PARTICIPATION

- 3.1 If a firm is not currently certified as a DBE in accordance with 49 CFR part 26 at the time of the execution of the contract, the firm's participation will not count toward the DBE goal.

- 3.1.1 A DBE performing less than 51% of its subcontract will not count toward the assigned goal and should not be listed on any forms.

- 3.1.2 When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBEs subcontractor/subconsultant is a DBE.

- (a) Work that a DBE subcontracts to a **non-DBE firm does not count** toward the DBE contract goal.

- (b) When a DBE performs as a participant in a **joint venture with a Non-DBE**, count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

- (c) A DBE performs a *commercially useful function* when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.

A DBE does not perform a *commercially useful function* if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

3.2 COUNTING DBE PARTICIPATION

- 3.2.1 When a DBE participates in a contract, only the value of the work actually performed by the DBE is counted toward DBE goals.

- (a) The entire amount of that portion of a contract that is performed by the DBE's own forces is counted. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, as well as supplies purchased or equipment leased by the DBE (*except supplies and equipment the DBE subcontractor/subconsultant purchases or leases from the Prime contractor or its affiliate*).
- 3.2.2 The entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, is counted toward DBE goals, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services by a DBE.

3.3 DBE PRIME CONTRACTOR GUIDANCE

- 3.3.1 If a **DBE Prime**, expenditures are counted toward DBE goals only if the DBE is performing a commercially useful function on that contract.
- 3.3.2 A DBE Prime must perform or be responsible at least 51% of the total cost of its contract with its own workforce.
- 3.3.3 **If a DBE Prime does not perform or exercise responsibility for at least 51% of the total cost of its contract with its own workforce** or subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, [NAME OF SUB-RECIPIENT] will consider that it is not performing a commercially useful function and the DBE Prime shall be in breach of the contract and subject to the appropriate remedies and penalties. **Refer to Articles 5.6-5.7**

3.4 DBE TRUCKING FIRMS GUIDANCE

- 3.4.1 A DBE **trucking firm** is performing a commercially useful function if:
- (a) The DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there is not a contrived arrangement for the purpose of meeting DBE goals.
- (b) The DBE itself **owns and operates at least one** fully licensed, insured, and operational truck to be used on the contract.
- 3.4.2 The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

3.5 LEASING TRUCKS

- 3.5.1 Leased trucks must display the name and identification number of the DBE.
- 3.5.2 The DBE may lease trucks from another DBE firm, including an owner-operator that is certified as a DBE.
The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 3.5.3 The DBE may also lease trucks from a **non-DBE firm**, including an owner-operator.
- (a) **The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.**
- 3.5.4 For the purposes of this section (Leasing), a lease must indicate that the DBE has exclusive use of and control over the truck.
- (a) This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

3.6 COUNTING MATERIALS AND SUPPLIES

- 3.6.1 Expenditures with DBEs for materials or supplies are counted toward DBE goals as provided in the following:
- (a) If the materials or supplies are obtained from a **DBE manufacturer**, 100% of the cost of the materials or supplies are counted toward DBE goals.
- (1) For purposes of this paragraph 3.6.1(a), a manufacturer is a firm that operates or maintains a factory or establishment

that produces, on the premises, the material, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(b) If the materials or supplies are purchased from a **DBE regular dealer**, sixty percent (60%) of the cost of the materials or supplies is counted toward DBE goals.

(1) For purposes of this paragraph 3.6.1(b), a regular dealer is a firm that owns, operates, maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(2) The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(3) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided above if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph 3.6.1(b).

(c) With respect to materials or supplies purchased from a **DBE, which is neither a manufacturer nor a regular dealer**, only the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, is counted toward DBE goals, provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar service. **However, any portion of the cost of the materials and supplies themselves do not count toward DBE goals.**

4.0 TERMINATION OF DBE(s)

4.1 The Bidder/Proposer/Prime may not terminate for convenience, or any other reason, and then perform the work of the terminated subcontractor/subconsultant with its own forces or those of an affiliate without [NAME OF SUB-RECIPIENT]'s prior written consent. **Refer to Article 4.3.**

Submission of all REQUIRED FORMS is mandatory for the following Articles 4.2 through 4.5

4.2 ADDITION OF DBE(s)

4.2.1 Should the Bidder/Proposer/Prime wish to add a DBE not listed on Form A, a written request for the addition of a DBE(s) must be submitted by the Bidder/Proposer/Prime.

4.2.2 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** the addition of the DBE subcontractor/subconsultant in order for the addition to be credited toward the goal.

4.3 REPLACEMENT OR REMOVAL OF DBE(s)

4.3.1 When a Prime is considering replacing or removing a DBE due to performance issues, the OBD must be contacted as soon as possible.

4.3.2 Request for DBE replacement or removal may be made under the following conditions:

1) The DBE materially fails to successfully perform the contract tasks.

2) Under unusual situations referenced in article 4.3.8.

4.3.3 A written request for replacement or removal of a DBE(s) listed on Form A, must be submitted by the

Bidder/Proposer/Prime to the OBD with complete justification for the request. The process to follow such requests is as follows:

(a) Written communications (over a period) from the Prime and/or [NAME OF SUB-RECIPIENT]'s PM/CM team to the DBE, notifying the DBE of its poor performance must be provided to the OBD.

(b) **The OBD will arrange a meeting with the DBE, the Prime, and a representative from Procurement and project management to discuss the specifics of the performance issue.**

- (c) The DBE must provide a written plan identifying the efforts it will make to correct the deficiencies.
 - (d) The Prime must provide the DBE with a minimum of 30 calendar days from acceptance of its plan to improve its performance. Throughout the 30-day window, the Prime and/or [NAME OF SUB-RECIPIENT] PM/CM team must provide written communication to the DBE of any additional/continued performance issues, with a copy to the OBD.
- 4.3.4 The Bidder/Proposer/Prime must receive written approval of the OBD **prior to** replacement or removal of the DBE subcontractor/subconsultant can be made, regardless of the reason for the replacement or removal.
- 4.3.5 If the OBD issues written approval for the removal of a DBE(s), [NAME OF SUB-RECIPIENT] will require a Bidder/Proposer/Prime to continue to demonstrate a good faith effort to replace the removed DBE to the extent needed to meet the contract goal established by [NAME OF SUB-RECIPIENT] for the procurement.
- These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**
- 4.3.6 Failure to obtain approval from the OBD **prior to** replacing or removing a DBE shall result in the Bidder/Proposer/Prime being found in breach of the contract and subject to the appropriate remedies, audits and penalties. **Articles 5.6-5.7**
- 4.3.7 If [NAME OF SUB-RECIPIENT] finds that the Bidder/Proposer/Prime upon submission of its bid/proposal committed itself to the goal in good faith, the Bidder/Proposer/Prime may, in “unusual situations”, be permitted to substitute a DBE subcontractor(s)/subconsultant(s).
- 4.3.8 The term “unusual situations”, includes, but is not limited to, the following circumstances:
- (a) Failure to qualify as a DBE, or maintain DBE certification status.
 - (b) Death or physical disability of a key individual.
 - (c) Dissolution, if a corporation or partnership.
 - (d) Bankruptcy of the subcontractor/subconsultant, subject to applicable bankruptcy law, and only in instances where the bankruptcy affects the subcontractor/subconsultant’s ability to perform.
 - (e) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work.
 - (f) Failure or inability to comply with a requirement of law applicable to Primes or, subcontractors/subconsultants.

4.4 WITHDRAWN DBE(s)

- 4.4.1 When a DBE is unable to complete a subcontract (withdraws), for any reason, [NAME OF SUB-RECIPIENT] will require a Bidder/Proposer/Prime to make a good faith effort to replace a withdrawn DBE at least to the extent needed to ensure that the Prime contractor is able to meet the contract goal established by [NAME OF SUB-RECIPIENT] for the procurement. **These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the removed DBE.**
- 4.4.2 The Bidder/Proposer/Prime is required to make a good faith effort to seek other DBE subcontractors/subconsultants in substitution of the original DBE. The good faith efforts described in **article 2** are required in finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement.

4.5 DECERTIFIED DBE(S)

- 4.5.1 If the Prime has reason to doubt that a proposed DBE is still eligible due to change in ownership, management, or size, the Prime shall, within 10 days of learning this information, notify [NAME OF SUB-RECIPIENT] of that fact in writing.
- 4.5.2 If the subcontract has not been executed before the DBE’s ineligibility occurs, the Prime will not receive credit toward the contract goal for the ineligible DBE. The Prime may continue to use the ineligible DBE, however, DBE participation credit will not be granted.
- (a) To the extent necessary to meet the assigned contract goal, the Prime will make a good faith effort to replace the ineligible DBE within 10 days after notification by the OBD. The OBD will support the Prime in its efforts to replace with an eligible DBE firm in order to meet the contract goal.
- 4.5.3 If the contract has been executed before the firm has been notified of its ineligibility, the Prime may continue to use the firm on the contract and receive credit toward its DBE goal for the duration of that particular phase of or option in the contract. This may not apply to future phases or options, which will be handled on a case-by-case basis at the sole discretion of the OBD.

4.5.4 **Exception:** If the DBEs ineligibility is caused solely by its having exceeded the size standard during the performance of the contract the Prime may continue to count its participation on that contract only toward the contract goals. This may not apply to future phases or options and will be subject to determination by the OBD.

5.0 AWARD OBLIGATIONS

5.1 The Prime must designate a **DBE Liaison Officer**. The liaison officer will be responsible to [NAME OF SUB-RECIPIENT] regarding DBE subcontract matters.

5.1.1 If at any point during the contract's life, the Prime's DBE participation falls below the assigned goal, the Prime must identify additional work or new work items for which it will subcontract to DBEs to the extent necessary to meet the assigned goal. Any new scope of work issued to the Prime shall still be subject to the assigned goal.

5.1.2 The OBD will support the Prime in identifying current/future opportunities in the contract to meet the assigned contract goal.

5.1.3 Should the Prime seek a change that addresses the DBE's performance, or affects the work scope and/or compensation, the OBD must be notified, prior to implementation, for its review and approval of the changes as soon as possible. No change will be allowed without prior review and approval by the OBD. Failure to notify the office and obtain approval prior to a change shall result in breach of the contract and may be subject to the appropriate remedies, audits, and penalties.

5.1.4 Whenever [NAME OF SUB-RECIPIENT] issues project change orders the goal may still apply; the OBD will determine if increased DBE participation will be required.

5.1.5 To ensure that all obligations under subcontracts awarded to DBEs are met [NAME OF SUB-RECIPIENT] shall review the Prime's DBE involvement efforts during the performance of the contract.

5.2 POST AWARD DELIVERABLES

5.2.1 After the execution of a contract with [NAME OF SUB-RECIPIENT], **signed copies** of subcontractor/subconsultant agreements between the Prime and DBE subcontractors must be submitted to the OBD no later than 10 business days after the Prime's contract execution date. The agreement between the Prime and DBE subcontractor shall remain firm for the duration of the contract.

5.2.2 The Prime shall provide a list of the anticipated job start date for all DBE subcontractors/subconsultants **no later than two days** after the initial pre-construction meeting.

5.2.3 **Certification of DBE(s) Payments** – submit monthly with the Form E to the Manager of the OBD and with its monthly invoice submittal to [NAME OF SUB-RECIPIENT] project manager of this project. **Refer to article 5.3.2**

(a) The Prime will certify, prior to the issuance of each progress payment by [NAME OF SUB-RECIPIENT], that all DBE subs have been paid any amounts due on past due invoices from previous or current progress payments.

5.2.4 **Form E (Contractor's Monthly DBE Payment Report & DBE Payment Certification Voucher)** - submit monthly to the Manager of the OBD. **Refer to articles 2.5h and 5.3.2.**

Failure to submit this report on a monthly basis may result in breach of the contract and be subject to the appropriate remedies, penalties or liquidated damages as indicated in articles 5.6-5.7.

5.2.5 **Form E1 (DBE Prime's Monthly Payment Report)** (For DBE Prime Only) - **submit** monthly to the Manager of the OBD.

5.2.6 **Form E2 (DBE's Monthly Payment Report)** – **Refer to article 2.5j**

(a) Forms E/E1 and E2 will be reviewed monthly to determine compliance with the assigned DBE goal, the subcontractor prompt payment regulation, and the DBE Program.

(b) Attainment of goals will be monitored and based upon actual payments received by the DBE.

Failure to submit Form E/E1 may result in suspension of payments or such other remedies as provided in **article 5.6**. *If at any time, [NAME OF SUB-RECIPIENT] has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, it shall refer the matter to the USDOT for inquiry.*

5.3 PROMPT PAYMENT OF INVOICES TO SUBCONTRACTORS

5.3.1 The Prime must pay each subcontractor under this contract for satisfactory performance of its work **no later than ten (10) days** from the receipt of each payment the Prime receives from [NAME OF SUB-RECIPIENT] for the subcontractor's work. Failure to

comply with this requirement shall result in breach of the contract and shall be subject to the appropriate remedies as determined by OBD.

5.3.2 In accordance with 49 CFR 26.29, the Prime shall certify, prior to the issuance of a progress payment by [NAME OF SUB-RECIPIENT] that all subcontractors have been paid any amounts due on past due invoices (greater than 30 days) from previous or current progress payments. **The Prime must submit the Certification of DBE(s) Payments with its monthly invoice submittals to [NAME OF SUB-RECIPIENT] project manager, and with its Form E to the OBD.**

5.3.3 The Prime will not be reimbursed for work performed by subcontractors/subconsultants unless and until the Prime ensures that the subs are promptly paid for the work performed. Alternatively, the Prime shall certify that a valid basis exists under the terms of the subcontractor's/subconsultant's or supplier's contract to withhold payment from the subcontractor/subconsultant and therefore payment is withheld.

5.3.4 If the Prime withholds payment from the subcontractor/subconsultant, the Prime shall provide to the subcontractor/subconsultant or supplier written notice thereof. The notice shall detail the reason for withholding payment and state the amount of the payment withheld. If a performance/payment bond has been provided under this contract, the Prime shall send a copy of the notice to the surety providing the bond for the Prime. A copy of the notice shall also be submitted to [NAME OF SUB-RECIPIENT] with the certification that payments are being withheld.

5.3.5 If withholding payment is due to the Prime's failure to promptly pay the DBE in accordance with the prompt payment of invoices and/or retainage clauses, the OBD may request proof of payment to DBE(s) for delinquent invoices and/or retainage in order to issue release of payment to Prime.

5.3.6 Failure to comply with the above shall result in breach of the contract and may be subject to the appropriate penalties. **See article 5.6**

5.4 SUBCONTRACTOR PAYMENT DISPUTE RESOLUTION

5.4.1 The Prime is required to notify the OBD of its intention to withhold payment from a DBE as soon as possible and in advance of taking action. Should the Prime provide notice and proceed to withhold payment from any subcontractor/subconsultant or supplier due to a performance issue or unapproved work performed, an OBD representative shall make an effort to resolve the dispute.

- (a) OBD's efforts shall be limited to meeting with the Prime and the subcontractor/ subconsultant, and reviewing the relevant facts with both parties.
- (b) OBD will not act as a decider of fact nor will OBD direct a settlement to the dispute.
- (c) Any OBD effort is solely intended to assist the parties in understanding their respective positions and to encourage a reasonable resolution of the dispute. The Prime is required to send written notification of the above to the OBD immediately.

5.4.2 Should payments be withheld that are not related to the previous items mentioned, and/or a determination can be made that the withholding of payments violates the prompt payment clause, [NAME OF SUB-RECIPIENT] may execute the appropriate remedies in accordance with article 5.6.

5.5 PROMPT PAYMENT OF SUBCONTRACTOR RETAINAGE (FOR CONSTRUCTION CONTRACTS ONLY)

5.5.1 The Prime must include a contract clause in the subcontractor agreement obligating the Prime to pay all retainage owed to the subcontractor/subconsultant for satisfactory completion of the accepted scope of work no later than 15 days after the DBE subcontractor's/subconsultant's work is satisfactorily completed.

5.5.2 Only subcontractors/subconsultants whose work has been 100% completed, including all punch list work or remaining work, and who have supplied closeout documents shall be eligible for release of retainage. *Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of [NAME OF SUB-RECIPIENT].*

5.5.3 [NAME OF SUB-RECIPIENT] may agree to release an equivalent amount of Prime retainage provided that:

- (a) There is no offsetting claims from [NAME OF SUB-RECIPIENT] (including, but not limited to, liquidated damages), other subcontractors/subconsultants, material men, or workers;

(b) None of the other reasons to withhold payments specified under the Prime contract exists.

5.5.4 Prior to release of the Prime's retainage, the Prime shall provide to [NAME OF SUB-RECIPIENT] executed copies of the following subcontractor closeout documents, (shown in Appendix A of the contract) as appropriate:

- (a) Consent of Surety to Final Payment to the Subcontractor
- (b) Certificate of Amounts Due and Owing to Subcontractor Employees
- (c) Subcontractor Release of Claims
- (d) Subcontractor Release of Liens and a Certificate of Final Acceptance of Subcontractor Work

5.5.5 Notwithstanding [NAME OF SUB-RECIPIENT]'s release or partial release of retainage, nothing in this clause shall be deemed to constitute [NAME OF SUB-RECIPIENT]'s partial or final acceptance of the work, or any portion thereof, unless either a Certificate of Partial Acceptance or a Certificate of Final Acceptance has been executed by [NAME OF SUB-RECIPIENT], in the form(s).

5.6 REMEDIES AND PENALTIES

5.6.1 Where a Prime is found to be in breach of the requirements of the DBE Program during the performance of the contract, and does not promptly take corrective action, the following sanctions may be instituted (singularly, in any combination, and in addition to any other contractual remedies or otherwise provided by law):

- (a) The Prime may be ordered to stop work without penalty to [NAME OF SUB-RECIPIENT].
- (b) The contract may be terminated for breach.
- (c) Suspension or debarment proceedings may be commenced in accordance with New Jersey law.
- (d) The relevant performance bond may be enforced.
- (e) [NAME OF SUB-RECIPIENT] may withhold payment of specific invoices.

5.7 LIQUIDATED DAMAGES

5.7.1 Liquidated damages (LD) may be assessed when the Prime fails to meet the established DBE goal on the contract.

5.7.2 If the DBE goal is not met, and the Prime has not demonstrated a good faith effort to do so, [NAME OF SUB-RECIPIENT] may elect to subtract from the Prime's payment, as liquidated damages and not a penalty, the following:

The amount equal to the difference (in dollars) between the total contract value multiplied by the assigned DBE goal percentage, (originally established or as subsequently modified) and the actual DBE participation percentage (total dollars paid to DBEs divided by total dollars paid to the Prime).

5.7.3 This may be withheld from a series of payments or from the Prime's final payment, depending on the size of the liquidated damage.

5.7.4 If the Prime's final payment is not sufficient to satisfy the LD in full, the balance shall be due and owing from the Prime and subject to repayment terms as determined by [NAME OF SUB-RECIPIENT]. [NAME OF SUB-RECIPIENT] shall waive liquidated damages where good cause is shown for the deficiency in DBE participation upon determination by the OBD.

APPENDIX I - DBE GLOSSARY

A Good Faith Effort - the efforts employed by the bidder, which should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

Certification - means the process by which a business is determined to be a bona fide DBE. Any business applying for DBE certification must complete the appropriate NJ Unified Certification Program Application. Certification Applications are available at the OBD.

Disadvantaged Business Enterprise or DBE - means a small business concern: Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and where one or more of the socially and economically disadvantaged owners controls management and daily business operations. A DBE shall not include a small business concern where that concern or a group of concerns controlled by the same socially and economically disadvantaged individual or individuals has annual average gross receipts in excess of **\$22,410,000** over the previous three fiscal years or is not otherwise eligible as a small business as defined by the Small Business Administration in 13 CFR Part 121.

DBE Goal - means numerically expressed objectives for DBE participation on federal contracts Prime contractors are required to make a good faith effort to achieve to the extent necessary to meet the assigned DBE goal. **DBE Sub-Prime** - means any 1st Tier DBE subcontractor/subconsultant listed on the Form A that will subcontract any portion of its subcontract/scope of work to a DBE(s) and/or non-DBE(s) firm(s).

DBE Ineligibility - means a firm's DBE status changes or ceases due to change in ownership, management, or size, etc.

DBE Prime - means the successful Bidder is a DBE firm and has a direct contract with [NAME OF SUB-RECIPIENT].

DBE Trucking Firm - owns and operates at least one fully licensed, insured, and operational truck used on the contract. Is responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.

First Tier DBE - refers to any DBE listed on the Bidder/Proposer/Prime's Form A and having a direct contract with the Prime.

Joint Venture - means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Prime - means any contractor or consultant, including a DBE contractor/consultant, who enters into a direct contractual relationship with [NAME OF SUB-RECIPIENT].

Race-conscious Measure or Program - is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral Measure or Program - is one that is focused specifically on assisting all small businesses equally, including DBEs. Such activities include bonding, insurance, and technical assistance. For the purposes of this part, race-neutral includes gender-neutrality.

Reasonable Bid Price - means a price that shall be considered reasonable if the Bidder/Proposer/Prime would have

been awarded the contract had the firm submitted the only bid.

Regular Dealer - means a firm that owns, operates, or maintains an establishment in which the materials or supplies required for the performance of a contract are bought, kept in stock and regularly sold to the public in the usual course of business.

The firm must engage in, as its principal business, and in its own name, the purchase and sale of products in question. Bulk items such as steel, cement and petroleum products need not be stocked, if the dealer owns or operates distribution equipment.

Note: Brokers and packagers are not regarded as regular dealers.

Second Tier DBE - refers to any DBE listed on the DBE Sub-Prime's Form AA.

Subcontractor/ Subconsultant - means any contractor/consultant, including suppliers, who enters into a contract issued by a Prime contractor.

Transit Vehicle Manufacturer (TVM) - is a manufacturer of vehicles used by [NAME OF SUB-RECIPIENT] for the primary program purpose of public mass transportation (e.g., buses, railcars, vans). The term does not apply to firms, which rehabilitate old vehicles, or to manufacturers of locomotives or ferryboats. The term refers to distributors of or dealers in transit vehicles with respect to the requirements of 49 CFR Section 26.49.

U.S. DOT - means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA).

Withdrawn DBE - a DBE withdraws, or drops out of its contract, or fails to complete its work on the contract for any reason.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DOCUMENTS APPLICABLE TO

ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (Section 5310)
JOB ACCESS AND REVERSE COMMUTE GRANT (Section 5316)
NEW FREEDOM (Section 5317)
NONURBANIZED AREAS FORMULA PROJECT (Section 5311)
URBANIZED AREA FORMULA PROJECT (Section 5307)

SUBRECIPIENT DBE REQUIREMENTS FOR RACE NEUTRAL FEDERAL PROCUREMENT ACTIVITIES

**Forms A, A1 and A2 must be completed by all bidders/vendors
(regardless of DBE utilization) at time of procurement.**

Form B must be completed by bidders/vendors at of time of procurement only if bidder/vendor is a DBE.

**Upon approval of service and/or capital contracts with identified DBE vendors, Forms E/E1 and E2 should
be completed monthly for the duration of the contract.**

SUBRECIPIENTs must maintain DBE vendor documentation.

Project Name: _____

SUBRECIPIENT Contract No: _____

Assigned DBE Goal %: _____ SUBRECIPIENT Procurement Specialist: _____

Contract Value (\$): _____

First Tier DBE must perform at least 51% of its subcontract value if subcontracting to a Second -Tier DBE or Non-DBE. Do not count Non-DBE portion toward the goal.

Name, Address and Telephone # of DBE Subcontractor/Subconsultant	Provide <u>Detailed</u> Scope of Work to be Performed (Identify all suppliers)	Dollar Value of Subcontract/Sub-consultant Work (\$) Awarded	Percentage of Subcontract Work (%)
			%
			%
			%
			%
			%
For DBE suppliers, show original subcontract value multiplied by 60% (\$2,000*60%=\$1200). For DBE portion of work, subtract Non-DBE portion of work from original subcontract value. 1.	J. TOTALS	\$	%

The undersigned will enter into a formal agreement with the DBE(s) listed in this schedule conditioned upon execution of a contract with **SUBRECIPIENT** for the above referenced project. The undersigned understands that removal/replacement of the DBE(s) listed is **NOT PERMISSIBLE** for any reason (pre or post-award), without submitting a written request to the Office of Business Development and receiving **WRITTEN APPROVAL** from the Office of Business Development. Failure to obtain written approval shall result in the breach of contract and subject to corrective action to be determined by [**SUBRECIPIENT**]

Company Name: _____

Authorized Signature: _____

Company Address: _____

Print Name: _____

Title: _____

Federal Tax ID #: _____

Prime Contractor's DBE Liaison Officer: _____

A. Company Tel #: _____

Date Signed: _____

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

SUBRECIPIENT Contract No: _____

Project Title: _____

Prime Contractor: _____

Telephone #: _____

Date: _____

Complete the information below for Bidder/Proposer/Prime(s) working on the project. Use Page 2 for all subcontractors/subconsultants participating on or solicited for this project.

	B. Bidder/Proposer/Prime	C. Bidder/Proposer/Prime	D. Bidder/Proposer/Prime
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

BIDDER SOLICITATION & CONTRACTOR INFORMATION - FORM A1

SUBRECIPIENT Contract No: _____

Project Title: _____

Prime Contractor: _____

Telephone #: _____

Date: _____

Complete the information below for "all" subcontractors/subconsultants solicited for or participating on this project.

	<i>E. Subcontractor/Subconsultant</i>	<i>F. Subcontractor/Subconsultant</i>	<i>G. Subcontractor/Subconsultant</i>
Company's Full Name			
Address			
City			
Zip			
County			
Phone			
Fax			
E-mail			
Owner			
Date Established			
Date Certified			
Ethnicity			
Gender			
Certification Status: DBE or Non-DBE			
Federal Tax ID # / SSN #			
Annual Gross Receipts: A - Less than \$500K B - \$500K to \$1M C - \$1M to \$2M D - \$2M to \$5M E - \$5M and over indicate the letter that applies			
Primary NAICS Code:			

NON-DBE SUBCONTRACTOR UTILIZATION - FORM A2

Directions: To be completed by any Bidder/Proposer/Prime for "all" subs including suppliers participating on this contract.

SUBRECIPIENT Contract No: _____ Date: _____ Prime Contract Value: _____

Bidder/Proposer Prime Name: _____ Project Title: _____

Name, Address and Telephone # of all Subcontractor/Subconsultants	FEIN #	Provide <u>Detailed Scope of Work to be Performed</u>	Dollar Amount of Subcontractor/Sub-consultant Work (\$) Awarded	Percentage of Subcontract or Work (%)
			\$	%
			\$	%
			\$	%
			\$	%
			\$	%
<i>Must provide a detailed scope of work; one-word descriptions are not acceptable.</i>		TOTALS	\$	%

PRIME CONTRACTOR Monthly DBE Payment Report - Form E

Name of Project: _____

[SUBRECIPIENT.] Contract #: _____

Prime Original Contract Value: _____

Report for the Month of: _____

Change Orders (Overall Inc/Dec.): _____

Notice to Proceed Date: _____

Total Contract Amount to Date: _____

NJT Project Mgr Name: _____

Total Payments Received from [SUBRECIPIENT.] Date: _____

Assigned DBE Goal %: _____

Name of DBE Subcontractor	Work Task Performed	Original Contract Amount \$	Change Order Amount \$ (+/-)	Amount of Invoice Received this Month (\$)	Date of Invoice Received in this Month	Payment(s) Made to DBE in this Month in \$\$ (Itemize)	Date(s) Payment Made This Month	Total DBE Payments made to Date in (\$)	% Overall Work Finished	Final Pmt (Y/N)
Total(s)→		\$	\$	\$	Total(s)	\$	Total(s)	\$		

Itemize payments/invoices and dates if paid/received more than one payment/invoice between the 1st and 31st of THIS Month.

Prime Contractor Information:

Prime Firm Name: _____

Project Director Name: _____

Address: _____

Project Director Signature: _____

Telephone #: _____ Date: _____

Federal TIN #: _____

Prime's Past Due Invoice Information: List any invoice more than 40 days past due from the date **submitted** to [SUBRECIPIENT.] at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments:

Form E - Prime Contractor's DBE Payment Certification

1. Have **all** DBE subcontractors with executed subcontracts been paid amounts due from previous progress payments?

- If yes, skip the next section and go to number 3.**
- If no**, please complete fields in box below: (Use additional paper, if needed)

DBE SubContractor Name	Amount Withheld From Invoice (\$)	Total of Invoice Amount (\$)	Invoice Number	Invoice Date	Specific Reason for Withholding

2. Have you notified the DBE subcontractor(s) that you are withholding payment and the reason(s) why?

- If yes**, provide a copy of written notification to the DBE subcontractor with this form, indicating the date of notification.
- If no**, lack of prior written notification to the DBE(s) that you are withholding payment violates the prompt payment clause guidelines. **Please contact the DBE immediately, and provide a copy of written notification to the subcontractor with this form.**

3. By signing this form, I certify that all of the above represent true and accurate information.

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

PROJECT DIRECTOR NAME (PRINT) PROJECT DIRECTOR (SIGNATURE) ____/____/____
DATE

Additional Reasons/Comments for Withholding Payment:

THIS FORM IS DUE ON THE 7TH OF EACH MONTH Please forward to:
Sub-Recipient Info

DO NOT WRITE BELOW. DEPARTMENTAL USE ONLY.

- Approved
- Denied

**DBE PRIME CONTRACTOR'S MONTHLY PAYMENTS FROM [SUBRECIPIENT]
INFORMATION ON CONTRACT**

DATE CONTRACT EXECUTED: _____ CONTRACT NUMBER: _____ REPORT FOR THE MONTH OF: _____ YEAR _____

ORIGINAL CONTRACT AMOUNT: _____ FED TAX ID #: _____

CHANGE ORDERS (OVERALL INC/DEC.): _____ PURCHASE ORDER #: _____

TOTAL CONTRACT AMOUNT TO DATE: _____ NAME OF PROJECT: _____

<i>Original Contract Value</i>	<i>Change Order Amount +/-</i>	<i>Date of Change Order</i>	<i>New Contract Value</i>	<i>Payments Received This Month</i>	<i>Total Payments Received to Date</i>	<i>% Work Completed To Date</i>	<i>Final Pmt Y/N</i>
TOTALS:							

PRIME INVOICE 30 DAYS PAST DUE FROM NJT:

[SUBRECIPIENT]

Invoice Date	Reference #	No. Days Past Due	Amount

Project Manager (Name): _____
Telephone #: _____

PRIME CONTRACTOR INFORMATION

Firm Name: _____
Compliance Officer (Name): _____
Date: _____ Telephone #: _____

**FORM IS DUE ON THE 7TH OF EACH MONTH.
PLEASE FORWARD TO:
[SUBRECIPIENT
STREET ADDRESS
CITY, STATE, ZIP
FAX NUMBER
E-MAIL ADDRESS]**

DBE SUBCONTRACTOR Monthly Payment Report - Form E2

Name of DBE Firm: _____

Report for the Month of: _____

DBE's FEIN#: _____

Contract Number: _____

DBE Address: _____

Contract Name: _____

DBE Telephone #: _____

DBE Contract Start Date: _____

Prime Contractor's Information:

Name of Prime: _____ Address: _____ Telephone #: _____

DBE PAYMENT INFO: Itemize payments/invoices and dates if received/submitted more than one payment/invoice between the 1st and 31st of **THIS** Month.

Work Task Performed	Original Subcontract Amount \$	Change Order Amount (+/-)	Invoice #(s) Submitted in this month	Dollar Amount of Each Invoice Submitted in this Month	Date of Invoices(s) Submitted this Month	Total Payments Received by DBE In this Month* (\$)	Date Payment(s) Received in this Month	Total Payments Received by DBE to Date (\$)	Total % Work to Date	Final Payment? Y or N
TOTALS▶	\$	\$	TOTALS▶	\$	TOTALS▶	\$	TOTALS▶	\$		

Is retainage held on your subcontract? **Yes** or **No** (circle one) If yes, how much? \$_____. Did your final payment include retainage? **Yes** or **No** (circle one)

Past Due Invoice(s) Information: List any invoice more than 40 days past due from date submitted to prime at the time you complete this form.

Invoice #	Invoice Date	Invoice Amount (\$)	Number of Days Past Due	Comments: use additional paper if necessary

Note: CFO or equivalent Sr. Manager must complete and sign off on this form.

Name: _____ Signature: _____ Title: _____ Date: _____

THIS FORM IS DUE ON THE 7TH OF EACH MONTH IMMEDIATELY FOLLOWING DBE's SUBCONTRACT START DATE, EVEN IF PAYMENT NOT RECEIVED.

Please mail this form to: <Sub-recipient Info>

INTENT TO PERFORM AS A 1ST TIER DBE - FORM B

The Bidder/Proposer/Prime is prohibited from completing any portion of this form and directing the DBE to sign a blank form. DIRECTIONS: DBE(s) listed on the Form A must complete all information on this form.

Name of Bidder/Proposer/Prime:

Name of DBE Firm:

Project/Contract Name: _____

IFB/RFP Contract Number: _____

Does the undersigned DBE (Answer Accordingly):

Intend to perform subcontract work in connection with the above-mentioned project as a Joint Venture? Circle one. (Yes or No)

Intend to subcontract any portion of its scope of work to a DBE(s)? Circle one. (Yes or No)

If yes, DBE Sub-Primes must complete and submit Form AA. At what percent? _____%

Intend to subcontract any portion of its scope of work to a Non-DBE(s)? Circle one. (Yes or No)

If yes, must complete and submit Form AA2. At what percent? _____%

The undersigned will perform the following described work on the above-referenced project: (Provide a detailed description of the type of work you will perform on your subcontract. Attach a copy of quote approved and signed by Bidder (optional)).

Dollar Value of DBE Subcontract: \$ _____

Total Quantity/Units (if applicable): _____ **Per Unit Cost (if applicable): \$** _____

The undersigned based the above scope of work and subcontract value on detailed project specs received from the Bidder contractor named above. Circle one. (Yes or No)

The Prime Contractor projected the following commencement and completion date for such work as follows:

DBE Contract Start Date: _____ DBE Contract Completion Date _____

The undersigned DBE will enter into a formal agreement for the above work with the Prime Contractor conditioned upon execution of a contract with [SUBRECIPIENT.] As a DBE subcontractor, I will cooperate with the certification, compliance and monitoring process set forth by [SUBRECIPIENT.] I attest that I will perform at least 51% of my subcontract with my own workforce for the referenced project.

A. Signature of 1st Tier DBE

Date

Title

Print Name

Telephone #:

Failure to adhere to these instructions or the falsification of any information on this form shall result in breach of contract and subject to the appropriate penalties to be determined by [SUBRECIPIENT].

EXHIBIT H
49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT I - continued
INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING
ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency.) Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

IMPORTANT NOTICE TO ALL SUBRECIPIENTS AND CONSULTANTS/VENDORS

**ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310)
JOB ACCESS AND REVERSE COMMUTE GRANT
NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311)
URBANIZED AREA FORMULA PROJECT (49 U.S.C. §5307)
SCDRTAP- Senior Citizens Disabled Residents Transportation Assistance Program**

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including **members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and** officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, NJSA 52:13D-12; the Gifts to Public Servants Law, NJSA 2C:27-6; and the Compensation for Past Official Behavior Law, NJSA 2C:27-4. These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. Concomitantly, NJ Transit's own Code of Ethics and code of Ethics for Vendors, prohibits NJ Transit employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ Transit employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ Transit employee in an awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ Transit is simple: Offer nothing and give nothing to any NJ Transit employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ Transit.

(Continue to next page and sign affidavit)

EXHIBIT J
ANNUAL AFFIDAVIT OF COMPLIANCE WITH
NJ TRANSIT'S CODE OF ETHICS FOR VENDORS
AND
STATE OF NEW JERSEY ETHICS LAW

I, _____ (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "SUBRECIPIENT", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

1. I warrant and affirm that the SUBRECIPIENT has received a copy of NJ Transit's Code of Vendor Ethics and that I have read and studied this document and distributed this document to all of the SUBRECIPIENT's personnel doing business with NJ Transit and required said personnel to fully read this document. In addition, I further warrant and affirm that the SUBRECIPIENT has received from NJ Transit a document entitled "Important Notice to All SUBRECIPIENTS and Consultants" and that I have read and studied this document, including the page setting forth various New Jersey statutory provisions, and that the SUBRECIPIENT has distributed this document to all of the SUBRECIPIENT's personnel doing business with NJ Transit and required said personnel to fully read this document.
2. The SUBRECIPIENT warrants and affirms that it has issued written instructions to all of the SUBRECIPIENT's personnel doing business with NJ Transit instructing and requiring same to strictly adhere to the SUBRECIPIENT's responsibilities as set forth in NJ Transit's Code of Vendor Ethics and in the "Important Notice to all SUBRECIPIENTS and Consultants."
3. The SUBRECIPIENT warrants and affirms that during the term of the contract with NJ Transit no gratuities or other inducements have been offered or given or will be offered or given in any form including gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment, or any other thing of value or favors of any kind to any member of NJ Transit's board of Directors, officer or employee of NJ Transit, except as SUBRECIPIENT has heretofore disclosed to NJ Transit.
4. The SUBRECIPIENT warrants and affirms that during the term of the contract with NJ Transit, the SUBRECIPIENT has not and will not make any offers of employment to any NJ Transit officer or employee directly involved with this contract of solicit or interview therefore, directly or indirectly, without first seeking and obtaining written approval from NJ Transit's Ethics Liaison Officer.
5. The SUBRECIPIENT warrants and affirms that it has promptly reported in writing to NJ Transit, and, that in the future, it shall so report to NJ Transit every instance that comes except as SUBRECIPIENT has heretofore disclosed to NJ Transit., to the SUBRECIPIENT's attention and knowledge regarding any member of NJ Transit's Board of Directors, officer or employee of NJ Transit who has, during the term of the contract between NJ Transit and the SUBRECIPIENT, solicited or asked SUBRECIPIENT to provide gifts, gratuities, benefits, inducements, meals (other than *de minimis* valued snacks such as coffee, tea, soda, pretzels, cookies, or similar non-meal items), entertainment or any other thing of value or favors of any kind or has made any solicitation or request, directly or indirectly, for employment with or through the SUBRECIPIENT
6. The SUBRECIPIENT acknowledges and accepts that for breach or violation of the foregoing warranties and affirmations, NJ Transit shall have the discretion and legal right to terminate the contract between the SUBRECIPIENT and NJ Transit without any fee, cost, assessment, liability or penalty of any kind.

(Print Name of SUBRECIPIENT)

(Signature of Authorized Principal or Officer)

(Print Name and Title of Signatory)

Sworn to and subscribed to before me, this _____ day of _____, 201__.

EXHIBIT K

ANNUAL AFFIDAVIT OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

- I, _____ (*Name of Individual*), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as “Subrecipient”, presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows: The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.
- The Subrecipient shall make reasonable accommodations in policies, practices, or procedures when such accommodations are necessary to avoid discrimination on the basis of disability unless the subrecipient can demonstrate that making the accommodations would fundamentally alter the nature of the service, program, or activity or result in an undue financial and administration burden.
- The Subrecipient shall make information about how to contact the agency to make requests for reasonable modifications readily available to the public through the same means it uses to inform the public about its policies and practices.
- Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.
- All individuals using wheelchairs shall be transported in the Subrecipient's vehicles.
- The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.
- The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.
- The Subrecipient may require that an individual permit his or her wheelchair to be secured.
- The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.
- The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer.
- Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.
- The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle. The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities.
- The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.
- The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule

service.

- The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply.
- The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.
- The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.
- Any and all ADA complaints shall be reported to NJ TRANSIT.

Certification of ADA Compliant Service

This is to certify that _____ (*Name of Agency*) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.

Signature

Name of Authorized Official

Title

Date

EXHIBIT L

VERIFICATION OF TITLE VI ACTIVITIES BY SUBRECIPIENT

Please read enclosed document before completing this form.

Subrecipient Name and address:

Agency's Designated Title VI Person:

E-mail:

Phone #: - -

NOTICE TO BENEFICIARIES

Have you made a change to the locations where your Notice is Published?

YES NO

If YES, where is notice published?

- Website
- Brochure/Timetable
- On-board the Vehicles
- Signs Posted at Facility/ Office
- Other

If Other, please explain.

COMPLAINTS

Has your agency received any complaints, investigations or lawsuits alleging discrimination in the delivery of transportation service in the last year?

YES NO

If YES, provide a detailed description of the allegation and the current status and/or outcome.

Has any federal entity conducted a Title VI compliance review of your agency within the last three years?

YES NO

If YES, provide the purpose/reason for the review, the name of the agency that performed the review, a summary of Findings/Recommendations, and the status and/or disposition.

Has your agency had a finding of non-compliance by any other federal agency?

YES NO