

**U.S. DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT UNDER THE FISCAL YEAR 2024  
STRENGTHENING MOBILITY AND REVOLUTIONIZING TRANSPORTATION (SMART) GRANTS  
PROGRAM**

**SPECIFIC TERMS AND CONDITIONS ARTICLES 1-6**

**Version Date: May 9, 2025**

**ARTICLE 1      GENERAL TERMS AND CONDITIONS**

1. In this agreement, “General Terms and Conditions” means the content of the document titled “General Terms and Conditions Under the Fiscal Year Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program,” dated May 9, 2025, which is available at <https://www.transportation.gov/grants/smart/smart-terms-and-conditions-0>.

Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

2. The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

3. The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SMART Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the SMART Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2      AWARD INFORMATION**

1. Award Number: \_\_\_\_\_

2. Award Amount: \$ \_\_\_\_\_

3. Budget Period: \_\_\_\_\_

**ARTICLE 3      PROJECT INFORMATION**

1. Project Title: \_\_\_\_\_

2. Period of Performance:

Effective date: \_\_\_\_\_ End date: \_\_\_\_\_

3. Statement of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Additional information: See Proposal and the FINAL Budget and Budget Justification documents, as provided by the Recipient and are located in the Supporting Docs folder in PRISM.

#### **ARTICLE 4 RECIPIENT INFORMATION**

1. Recipient Unique Entity Identifier: \_\_\_\_\_

2. Recipient Contact(s):

Name:

Title:

Phone:

Email:

3. Recipient Key Personnel/ Principal Investigator

Name:

Title:

Phone:

Email:

4. USDOT SMART Contact(s)

Name:

Title: Grants Management Specialist

Phone:

Email:

Name:

Title: Agreements Officer

Phone:

Email:

#### **ARTICLE 5 US DOT ADMINISTRATIVE INFORMATION**

5.1 Office for Subaward and Contract Authorization.

a) USDOT Office for Subaward and Contract Authorization: Office of the Assistant Secretary for Research and Technology SUBAWARDS AND CONTRACTS APPROVAL.

Note: See 2 CFR §200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Recipients with a procurement system deemed approved and accepted by the Government or by the Awarding Office (AO) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

- b) Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the procurement of goods and services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.
- c) The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

*\*\*See FINAL Budget and FINAL Budget Justification located in PRISM*

## 5.2 Reimbursement Requests

- a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available and are allowable under the applicable cost provisions of 2 CFR Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- b) The Recipient shall use the DELPHI e-Invoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Outlay Report and Request for Reimbursement for Non-Construction Programs) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.

- d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- e) The USDOT may waive the requirement in section 19.7(a) that the Recipient use the DELPHI e-Invoicing System. The Recipient may obtain waiver request forms on the DELPHI e-Invoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to:

Director of the Office of Financial Management US Department of Transportation,  
Office of Financial Management B-30, Room W93-431 1200 New Jersey Avenue SE  
Washington DC 20590-0001 or [DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

- f) To seek reimbursement from DOT, the Recipient shall submit documentary evidence of all expenditures associated with the Grant Project (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Recipient, including invoices and proof of payment of the invoice. In seeking reimbursements, grant recipients must provide invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment.

The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1 SMART funds must be expended by the budget period end date as specified in Article 10.3 of the "General Terms and Conditions Articles 7-30".
- 6.2 The Recipient should demonstrate compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act, and implementing regulations, and 49 CFR Part 21, as amended thereto. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. The Department's and the applicable Operating Administrations' Offices of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

## **ATTACHMENT A Performance Measurement Information**

- 1. Baseline Measurement Date: Due 90 days after award

2. Baseline Report Date ('Evaluation Plan'): Due 90 days after award

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Safety and Reliability	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on emergency response and the safety of systems for pedestrians, bicyclists, and the broader traveling public	End of period of performance
Resiliency	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the reliability and resiliency of the transportation system including cybersecurity.	End of period of performance
Access	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on connecting or expanding access to jobs, education, and essential services.	End of period of performance
Partnerships	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the economic competitiveness and private sector investments or partnerships including technical and financial commitments	End of period of performance
Integration	Qualitative Project Benefits: Qualitative description of the anticipated impacts of at-scale implementation on the integration of systems and the connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public	End of period of performance

Costs	Project Costs: Quantification of the cost of the proof-of-concept or prototype carried out using the grant (Stage 1)	End of period of performance
Costs	Project Costs: Quantification of the anticipated cost of at-scale implementation (Stage 2)	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and recommendations for future deployment strategies	End of period of performance

#### **ATTACHMENT B      Changes From Application**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences.

1. *Scope:*
2. *Schedule:*
3. *Budget: See the FINAL Budget and FINAL Budget Justification in the Supporting Docs folder in PRISM*

**ATTACHMENT C      Reserved**

**ATTACHMENT D      Reserved**

**ATTACHMENT E      Labor and Workforce**

Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following (table) are accurate:

- ☐ The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. (Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)
- ☐ The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled

workers, and implement policies such as targeted hiring preferences. (Describe the training programs in the supporting narrative below.)

☐ The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. (Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)

☐ The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. (Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)

☐ The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. (Describe the partnership and workforce strategies in the supporting narrative below.)

☐ The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. (Describe those actions in the supporting narrative below.)

☐ The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Article 3. (In the supporting narrative below, identify the relevant actions from Article 3.)

☐ The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

Supporting Narrative:

*[Recipient- Insert supporting text on last page as described in the table above.]*

**ATTACHMENT F: Reserved**