

Automated School Bus Enforcement Grant Program

Program Guidelines: Year 1
June 1, 2025



Pennsylvania
Department of Transportation

Table of Contents

Program Overview.....	1
Section I — Eligibility.....	1
A. Eligible Sponsors.....	1
B. Eligible Projects.....	2
C. Ineligible Projects.....	2
D. Eligible Use of Funds	3
E. Ineligible Use of Funds	3
F. Available Funding and Average Grant Awards.....	3
Section II — Program Requirements.....	3
A. Reimbursement.....	3
B. Grantee Managed Projects.....	4
C. Other Requirements.....	4
Section III — Application Procedures	4
A. Submission Process	4
Setting Up Your Profile in ESA.....	4
Beginning a New Application.....	5
Applicant Information.....	8
Project Overview	8
Project Site Location(s).....	9
Project Narrative	9
Program Budget	9
Program Addenda	10
Application Certification.....	12
B. Terms and Conditions.....	13
C. Deadline for Applications.....	13
D. Public Records.....	13
Section IV — Application Evaluation	13
A. General	13
B. Selection Process	14

Program Overview

The Automated School Bus Enforcement Grant Program (ASBEGP) was established in 2024 as a Pennsylvania Department of Transportation (PennDOT) administered competitive grant program in accordance with section 3345.1 of the Vehicle Code, 75 Pa. C.S. §3345.1. Funding for the program is generated from a portion of the fine revenue collected from Automated School Bus Enforcement (ASBE) eligible devices. These technological tools are used to automatically record motorists who proceed past school buses with red-lights and stop paddles activated.

ASBE systems increase student safety and prevent injuries. The ASBE systems penalize motorists who pass school buses with activated flashing red-lights and stop paddles. Section 3345.1 created the ASBEGP and funded it with \$25 of the \$300 fine collected for ASBE violations and a portion of citations issued by law enforcement. PennDOT distributes ASBEGP funds to school entities, municipalities, and independent school bus contractors to improve school bus safety, education, and increase the number of school bus operators with a Commercial Driver's License (CDL).

The ASBEGP is a reimbursement grant program with no match requirement; however, additional funds can be provided by the grantee and is encouraged. The total amount of grant funding available in Year 1 is approximately \$1 million. Grants can be awarded up to but not exceed \$100,000 per applicant, per grant cycle. Only one grant application will be accepted per grant cycle per eligible entity.

For general information and guidance for specific projects on the ASBEGP, please contact the PennDOT program resource account at RA-PDASBEGP@pa.gov.

Section I — Eligibility

A. Eligible Sponsors

The following entities may apply for a grant under the ASBEGP:

1. **Independent school bus contractors** - A private company or proprietorship that provides student transport services to a school district or non-public school utilizing a motor vehicle which is (1) designed to carry 11 passengers or more, including the driver; and (2) used for the transportation of preprimary, primary or secondary school students to or from public, private or parochial schools or events related to such schools or school-related activities. A school bus must meet Title 67, Chapter 171, Subchapters A, B, C, D and G, relating to school bus equipment standards as well as the Pennsylvania Vehicle Code.
2. **School Entity** - A school district, area career and technical school, intermediate unit, charter school, regional charter school, or cyber charter school that transports students from home to an educational facility and back.
3. **Pennsylvania Municipalities** - A defined political subdivision unit in Pennsylvania, including a

county, city, borough, incorporated town, or township.

Regional projects with participation by multiple entities are encouraged. One entity must be designated as the project sponsor on the application, and other participating eligible entities should be listed.

Within the electronic application, each applicant will be asked to confirm their eligibility from the list above, and the individual submitting will be asked to acknowledge and confirm their electronic signature on the application complies with all legal requirements applicable to the applicant's organization.

B. Eligible Projects

Applicants may seek grant funding through the ASBEGP for a range of safety and mobility projects located in Pennsylvania. Moreover, the ASBEGP seeks to fund projects that can be completed at a relatively low cost. Projects which increase the quantity, performance, and retention of CDL drivers will receive a higher rating during application review.

The following is a non-exclusive list of projects that PennDOT considers to be eligible:

1. Costs associated with the issuance of CDL licenses to operate school buses within the Commonwealth.

- Continuing education
- Local training
- Attaining a commercial learner's permit
- Attaining a commercial driver's license
- Attaining a school bus endorsement on an existing commercial driver's license

2. Increasing school bus safety, education, and training in the Commonwealth

- Costs associated with installation of School Bus ahead signs (MUTCD S3-1)
- Costs Associated with installation of School Bus Turn Ahead signs (MUTCD S3-2)
- Costs associated with the installation, replacement, or repair of side stop signal arm enforcement systems.
- Direct costs associated with training staff to maintain and replace side stop signal arm enforcement systems.
- School bus safety programs designed for elementary-aged students.
- Installation of school bus on-board camera solutions.

C. Ineligible Projects

Projects that are not directly related to the intent of the grant program are ineligible, including impact studies, property/grounds improvements, and vulnerable users/pedestrian safety improvements.

- Improvements that are not directly related to school bus safety.
- Highway improvement projects such as radar speed signs and pedestrian crossings.
- Highway marking systems.

- Decorative appurtenances.
- Standard preventive or response maintenance outside of ASBE system maintenance
- Grant management costs, etc.

D. Eligible Use of Funds

ASBEGP funds may be used for education, driver's certification, installation, continued system maintenance, and school bus safety activities, including but not limited to the following:

1. Program costs for drivers to attain CDL with school bus endorsement.
2. Program costs for existing CDL drivers to attain school bus endorsement.
3. Continuing educational programs for existing CDL drivers of school buses.
4. Procurement of new side stop signal arm enforcement systems.
5. Maintenance of side stop signal arm enforcement systems.
6. Procurement of approved roadside school bus signs.
7. Installation of approved roadside signing.
8. Classroom materials to promote school bus safety.

E. Ineligible Use of Funds

Ineligible costs include, but are not limited to, lobbying, litigation, fees for securing other financing, interest on borrowed funds, municipal review fees, and application preparation fees. Invoices from consultants or accredited CDL schools must identify the hours invoiced by employee, and no markup on other direct costs is permitted. In addition, project costs expended prior to execution of a Reimbursement Agreement are not eligible for reimbursement.

F. Available Funding and Average Grant Awards

The available funding for the ASBEGP each year is solely based on revenues deposited into the designated Motor License Fund account from the net revenue of fines collected through the previous year.

Section II — Program Requirements

A. Reimbursement

The ASBEGP is reimbursement-based program. Awarded applicants will be required to pay costs directly and then submit a request for reimbursement through PennDOT. There is no match requirement; however,

grant applications that include a matching or additional funds are encouraged.

Please be advised that no project costs can be incurred prior to full execution of a Grant Reimbursement Agreement between the grantee and PennDOT. Likewise, PennDOT cannot reimburse project costs expended after the expiration of a Grant Reimbursement Agreement.

PennDOT's intent is to award grants to projects that will be fully funded at the execution of the grant agreement date. All matching funds, if provided, shall be made available at the time of the application to complete the project. Proof of the additional funding must be submitted with the application to be considered during scoring.

B. Grantee Managed Projects

All projects will be locally managed by the grantee unless otherwise specified by PennDOT. The grantee is responsible for providing an employee with approval authority to manage the project.

C. Other Requirements

Please see Exhibit A for sample contract requirements. Also note that Exhibit A is a sample template and not the final contract to be executed. Contract terms may change before execution.

Section III — Application Procedures

A. Submission Process

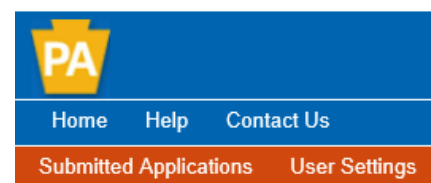
All applications and attachments are to be submitted electronically through DCED's Electronic Single Application for Assistance (ESA) system by an eligible project sponsor (see Section II). The electronic application form through eGrants is available at: <https://www.esa.dced.state.pa.us/Login.aspx>. The application can be saved at any time and accessed later.

Accessing the application requires a Keystone Login. If you already have a Keystone Login, that may be used. Instructions for registering for a new Keystone Login are provided on the login page.

Setting Up Your Profile in ESA

After logging into ESA, you can set up a user profile which contains general information about you and your organization. This information can then be automatically pulled into any grant application you create. It is recommended to complete this before starting your first application. Click on "User Settings" in the orange menu bar at the top of the home screen to access your user profile.

Following are guidelines for information required in the user profile.



- Are You Applying As? *For ASBEGP applications, this should be one of the three qualifying entities: Independent school bus contractors, school entities or municipalities.*
- Entity/Company Type: *For most applications, this should be “school entity.”*
- FEIN: *This is your organization’s federal employer/tax ID number. Enter as 9 digits without dashes.*
- SAP Vendor #: *This is your organization’s SAP Vendor number to receive payments from the Commonwealth of Pennsylvania. All grantees must register with the Commonwealth of Pennsylvania to be eligible for project funding. Grantees can register at [Vendor Registration \(pa.gov\)](https://b2b.ies.pa.gov/apps/vendor_registration). If you do not know your SAP Vendor number, you can search at https://b2b.ies.pa.gov/apps/vendor_lookup/index.html*
- Entity Name: *This should be the official legal name and match the name used for SAP Vendor Registration and used on official resolutions. Please be aware there is a difference between “Borough of Anytown” and “Anytown Borough,” which could affect processing of grant applications if your project is awarded.*
- Top Official/Signing Authority: *Identify who will have authorization to sign the grant reimbursement agreement if the project is selected for funding. The Authorized Official(s) must have legal authority to contractually bind the Applicant.*
- The remaining blocks should be self-explanatory.

Beginning a New Application

After logging in to ESA, on the Home screen, enter the following information in the “Begin a New Application” section:

- Project Name: *Enter a brief project name to describe your project.*
- Select **No** to “Do you need help selecting your program.”

After the above information has been entered, click “Create a New Application.”

The next screen is titled “Select Program.” Type **school** into the Program Name box and click “Search.”

In the search results section, under Automated School Bus Enforcement Grant Program click on “Apply”.



[Home](#) [Help](#) [Contact Us](#) [Logout](#)

[Submitted Applications](#) [User Settings](#)

Begin a New Application


To begin a new Single Application For Assistance, enter a brief name for the project (up to sixty characters) and answer whether you need help selecting your program. If you already know the name of the program you want to apply for, answer "No".

Project Name

Do you need help selecting your program?

▼

[CREATE A NEW APPLICATION](#)



HomeHelpSavePrintContact UsLogout

Program

Agency: Pennsylvania Department of Community and Economic Development
Applicant:
Program: DCEDWeb Application #: 8192758

Red Diamond (◆) = Required Field.
Blue Diamond (◆) = Conditional Required Field.

Select Program

To search for programs based on your organization and/or project, click the Program Finder button below.

Program Name

Sort By

Program Name

▼

SEARCH


PROGRAM FINDER

4 results. ([Edit Search](#))

Search Results

Below is an alphabetical listing of all programs matching the search criteria above. If you are eligible to apply, click the Apply link to select the program.

Automated School Bus Enforcement Grant Program (ASBEGP)

 [Apply](#)

Pennsylvania Department of Transportation

The Automated School Bus Enforcement Grant Program (ASBEGP) was established in 2024 as a Pennsylvania Department of Transportation administered competitive grant program in accordance with Vehicle Code (75 Pa.C.S.) §3345.1. Funding for the program is generated from a portion of fine revenue collected from Automated School Bus Enforcement (ASBE) eligible devices which are technological tools used to automatically record motorists who proceed past school busses with red-lights and stop paddles activated in violation of the Vehicle Code

Additional Information: [Guidelines](#)

The next screen will confirm whether you are an eligible applicant as indicated in Section II.A of this document. Answer the question on the Program Requirements screen then click “Continue.”

7 | Page

Home Help Save Print Contact Us Logout

Program Requirements Signing Authority

Agency: Pennsylvania Department of Transportation
Applicant: Web Application #: 8192758
Program: Automated School Bus Enforcement Grant Program (ASBEGP) [Program Guidelines](#)

Red Diamond (♦) = Required Field.
Blue Diamond (♦) = Conditional Required Field.

REVIEW INFORMATION BELOW

- Before you can apply for Automated School Bus Enforcement Grant Program (ASBEGP), you must complete the Pre-Application Requirements section below.

Requirements

- Does the school entity associated with this grant application utilize busses to transport students to and from daily educational facilities? ♦
- Is the applicant, (please select from drop down)
- Is the requested state share of this grant application less than \$100,000? ♦
- The intent of this grant application is to (please select from drop down)
- Has any activity specific to this grant application already under contract, pre-paid or has work already been performed? ♦

[Continue](#)

Applicant Information

If you have already entered your user profile information as indicated previously in this document, click “Use Account Information” and all of your information will be pre-populated.

Please refer to the section on user profile for specific information to be entered in the fields on this page.

After confirming your information is entered correctly, click “Continue” at the bottom right of the page.

Project Overview

The following information should be entered on this screen:

- Project Name: *This should auto populate from the project name entered previously.*
- Is this project related to another previously submitted project: *Choose yes if you have submitted this project previously for funding from the Commonwealth, including prior ASBE rounds.*
- Have you contacted anyone at PennDOT about your project? *If you submitted a project scoping form prior to your application submission, choose “Yes.”*

- Is your community certified through Sustainable Pennsylvania? *This information is not used for the ASBE program, and any information entered will be ignored.*
- Are you interested in applying for multiple funding sources for this project? *Currently, ASBE requirements and application periods are not aligned with other PennDOT funding programs, so this can be left as “No.”*
- How many Site Locations are involved in the project? *Enter the number of locations where work will be performed. For example, if the project involves certification at three different certified CDL training sites, choose “3.”*

After confirming your information is entered correctly, click “Continue” at the bottom right of the page.

Project Site Location(s)

There will be separate tabs that appear depending how many project locations were selected on the previous page.

For each location, enter the following information:

- Address: *Enter identifying information about the location, such as business name, address, FMCSA identification. For signs, please include the description of the location where the sign will be located. HTTPs. For classroom materials, include the address where those materials will be presented.*
- Enter County and Municipality, which will preselect the appropriate legislators. If multiple legislators are selected, choose only the ones with districts including the project location.
- Designated Areas: *This information is not used for ASBE, and all can be left unchecked.*

After confirming your information is entered correctly, click “Continue” at the bottom right of the page.

Project Narrative

Enter the following on this page, as described on the screen:

- Project Description
- Project Safety Features
- Project Cost Effectiveness
- Project Schedule

After confirming your information is entered correctly, click “Continue” at the bottom right of the page.

Program Budget

This screen has two tabs. **Both tabs must be completed.**

On the “Spreadsheet” tab, enter the proposed breakdown of project funding. The spreadsheet contains three columns by default:

- ASBEGP: *Enter the funding being requested. The total of this column will be the amount of the grant award.*
- Monetary Local: *Enter any matching funds being provided.*
- Local In-Kind: *Enter the value of any in-kind services being provided.*

Note: Matching funds and in-kind services are not required for the ASBEGP, but applications which include either will receive a higher score.

Budget Spreadsheet ♦

The first column indicates the amount of funding you are requesting from PennDOT. After completing the budget, please complete the [Basis of Cost](#) tab. Included is a Budget Narrative where you can provide a more detailed description of specific line items.

Add funding source	ARLE Funding Program	Monetary Local	Local In-Kind	Total
Requested Amount - Collapse	\$116,636.00	\$29,159.00	\$0.00	
Preliminary Engineering Remove	\$4,486.00	\$1,121.50	\$0.00	\$5,607.50
Final Design Cost Remove	\$4,486.00	\$1,121.50	\$0.00	\$5,607.50
Utilities Cost Remove	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way Cost Remove	\$0.00	\$0.00	\$0.00	\$0.00
Construction Cost Remove	\$107,664.00	\$26,916.00	\$0.00	\$134,580.00
Total	\$116,636.00	\$29,159.00	\$0.00	
			Budget Total:	\$145,795.00

Note, backup documentation for the cost estimate is required to be attached on the Addenda tab so a narrative description is not required.

After confirming your information is entered correctly, click “Continue” at the bottom right of the page.

Program Addenda

This page includes information specific to the ASBEGP. Please note, information entered on this screen will have a direct impact on the application scoring, and the requirements below should be reviewed carefully to ensure proper information is submitted.

- Project Type: *Select from the drop-down menu based on the predominant work included in the project.*
- Workforce Development: *Indicate if this project will increase the number of staff employed by the entity. If so, how many new staff will this project contribute to Pennsylvania’s workforce.*
- Joint Project: *Indicate if the project includes multiple entities.*
- Location Description: *Provide a short-written description of the project and location. (240 characters maximum).*
- Location: *Indicate where the project will be occurring to include the street address or GPS coordinates. For continuing education, instruction, or certification, identify the*

primary training site. For projects to expand or implement side stop signal arm enforcement systems, include the location of the installer of the system. Projects requesting maintenance activities include the location the primary repairs will be performed.

- *Project Location Roadway Functional Classification: If the project does not involve the roadway, indicate N/A. Identify the roadway classification for the project location if school bus signs or other projects which impact roadways are to be requested. If there are multiple roadways with different classifications, use the roadway with the highest classification. The federal functional classification may be used (available at <https://gis.penndot.gov/TIRe>) or other locally developed classification may be used.*
- *If the project involves a roadway segment, enter the following information:*
 - *Road Name: Enter the commonly known name of the road.*
 - *Route Number: Enter the state or township route number. Enter “N/A” if the road does not have a route number.*
 - *Annual Average Daily Traffic (AADT): Enter the estimated daily traffic volume for the road. Traffic volume information for state roads and some local roads is available at <https://gis.penndot.gov/TIRe>*
 - *Beginning and Ending Landmarks/Segments and Offsets: Enter information to identify the beginning and ending points of the project. For state roads, include segment/offset information.*
 - *Length in feet: Enter the length of the roadway segment that is part of the project.*
 - *Speed Limit: Enter the posted speed limit for the road. For roads without a posted speed limit, the statutory speed limit should be entered.*
- *Maintenance and Operations Plan: If applicable, Describe the proposed maintenance and operations plan associated with the project and attach a copy of the plan.*
- *Who performs maintenance or continuing education? Indicate whether project maintenance or continuing education is performed by grantee, contractors, or both.*
- *What is the average timeline to address maintenance problems? Enter the timeframe in which maintenance problems are typically addressed.*
- *Project Schedules: Upload a project or classroom schedule with critical project milestones.*
- *Cost Estimate: Upload a detailed cost estimate to document the estimated project cost.*
- *Supporting Documents: Attach any additional documents which help support this application (i.e. photographs, plans, diagrams, letter of support, etc.).*

- Authorized Official(s): *Identify who will have authorization to sign the grant reimbursement agreement if the project is selected for funding. The Authorized Official(s) must have legal authority to contractually bind the Applicant. The following information is requested: Title/Position (e.g. Board President), Name (e.g. John Smith), Email (e.g. jsmith@anytown.gov), and Phone (e.g. 717-555-1212). At least one Authorized Official must be identified.*

After confirming your information is entered correctly, click “Continue” at the bottom right of the page.

Application Certification

The final step is to electronically sign the application and submit the application.

The individual signing the application must have authority to sign on behalf of the Applicant in accordance with all legal requirements applicable to the Applicant’s Organization. The signature is legally binding. PennDOT will rely on the signature as originating from the person possessing legal authority to submit the application on behalf of the Applicant.

You must select the checkbox at the bottom relating to Electronic Attachment Agreement. **For the ASBEGP, no paper documents are required.**

Application Certification

All of the required sections of the web application have been completed. If you have reviewed the application, you may submit it for processing. **After submitting, you will no longer be able to make changes.**

Electronic Signature Agreement:

☐ By checking this box and typing your name in the below textbox, I hereby certify that all information contained in the single application and supporting materials submitted via the Internet and its attachments are true and correct and accurately represent the status and economic condition of the Applicant, and I also certify that, if applying on behalf of the applicant, I have verified with an authorized representative of the Applicant that such information is true and correct and accurately represents the status and economic condition of the Applicant. I also understand that if I knowingly make a false statement or overvalue a security to obtain a grant and/or loan from the Commonwealth of Pennsylvania, I may be subject to criminal prosecution in accordance with 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities) and 31 U.S.C. §§ 3729 and 3802 (relating to false claims and statements).

- ☐ I am the applicant
- ☐ I am an authorized representative of the company, organization or local government.
- ☐ I am a "Certified" Partner representative.

Type Name Here:

Electronic Attachment Agreement:

☐ Along with this web application, if you have been requested or need to send any documentation to PennDOT please print and send a copy of your E-Signature and mail it to PennDOT along with any paper supporting documents. You will be given an opportunity to print the signature page along with a copy of the application immediately after you submit.

SUBMIT APPLICATION

The application must be completed in its entirety for the application to be evaluated by PennDOT. Applicant is responsible for advancing the project, not PennDOT. Applications received after the due date will not be considered by PennDOT.

B. Terms and Conditions

Terms and conditions for the ASBEGP application are:

- All of the individuals and entities listed on the application are aware that they are being included in the project listed on the application and agree to their assigned roles, as required.
- We agree to enter into an agreement prepared by PennDOT that, among other things, sets forth the terms and conditions governing the performance of the project, inspection of the work, disbursement of funding, recordkeeping and auditing requirements, and our financial obligations as sponsor and provides for maintenance of the completed project improvements.
- We certify that the affirmations contained in this application are true and correct to the best of the applicant's knowledge, information, and belief, and that this verification is made subject to the penalties of 16 PA C.S. 4904, relating to unsworn falsification to authorities.

C. Deadline for Applications

Applications for the ASBEGP will be accepted on an annual basis. Completed applications must be submitted electronically. Applications must be electronically submitted by 11:59 pm Eastern time on the last day of the application period.

PennDOT may consider incomplete applications if they are made complete within three weeks of the close of the application period. Any applications not made complete by within three weeks of the close of the application period will not be evaluated for the ASBEGP for that year.

D. Public Records

PennDOT will adhere to the provisions provided in 67 Pa. Code §233.7 (Public records). All applications for ASBEGP will be considered a public record at the time of filing and will be made available for inspection. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, will apply to the Grant Reimbursement Agreement. Therefore, it is subject to, and the Grantee shall comply with, the clause entitled Grant Provisions – Right to Know Law 8-K-1580 that will be made a part of the Reimbursement Agreement.

Section IV — Application Evaluation

A. General

Following the closing date for receipt of applications, eligible projects with completed applications will

be considered for funding in the ASBEGP during that year. Completed applications for eligible projects will be considered within the parameters established in Section IV (Deadline for Applications).

B. Selection Process

PennDOT will review submitted applications with respect to selection criteria and develop an initial score for each application.

PennDOT may not reserve, designate, or set aside any specific level of funds or percentage of funds to an applicant prior to the completion of the application process, nor may PennDOT designate a set percentage of funds to an applicant.

The expected timeline for application review will be as follows:

June 2, 2025	1 month Application period begins
July 3, 2025	Incomplete applications must be made complete
4-8 weeks	PennDOT application review and preliminary scoring
August 2025	Notification of award or denial by email

PennDOT may establish a formal scoring formula to assist in evaluating project proposals and may amend or adjust that formula from time to time. PennDOT is not obligated to follow any scoring formula and may apply its discretion as necessary to allocate scarce grant funds among eligible projects and applicants in any manner it determines appropriate based on needs and responses to the application questions. PennDOT will not disclose evaluation scores or rank to individual applications, except as required by law.

- 1. Project Benefits and Effectiveness** – How will the project improve school bus operational safety, increase CDL drivers, reduce incidents, develop existing drivers' skills and increase school bus safety and awareness?
- 2. Project Cost** – Is the project cost effective? Lower cost projects will generally receive more points in this category.
- 3. Local and Regional Impact** – How will the project support the regional school bus transportation system and improve safety for students?
- 4. Previous Project Results** – This will be waived for the first year.
- 5. Cost Sharing** – Are there matching funds from other sources?
- 6. Evaluation** – Does the proposed project meet safety goals and priorities of PennDOT of Education, PennDOT or municipal traffic safety and educational priorities?
- 7. Safety Network Screening** – Is the project located in an area with an existing safety concern?

Exhibit A – Sample Agreement

SCHOOL BUS SAFETY ENFORCEMENT GRANT PROGRAM PROJECT FUNDING AGREEMENT

This School Bus Safety Enforcement Grant Program Project Funding Agreement is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Transportation (“PennDOT”), and the _____, (“Sponsor”).

The parties, intending to be legally bound, agree as follows:

1. GENERAL PROVISIONS

- (a) **Program Defined.** The School Bus Safety Enforcement Grant Program (“Program”) improves, promotes, and increases school bus safety, and pays in part or whole the education, training, and costs associated with a commercial driver’s license or school bus endorsement, per 75 Pa. C.S. § 3345.1.
- (b) **Project Defined.** The Project consists of the work described in Exhibit A. The Project was competitively selected, and therefore PennDOT shall not allow substantial scope changes or substitute projects.
- (c) **Order of Precedence.** If there is ambiguity or inconsistency between the agreement and the attached Exhibits, the terms and conditions in this agreement will have precedence to the extent of the ambiguity or inconsistency.

2. PROJECT COST ESTIMATE. PennDOT shall award a grant in the amount not to

exceed \$ to the Sponsor. The Project Cost Estimate is attached as Exhibit B. This reimbursement-based grant provides funding after the Sponsor has submitted sufficient documents to verify its expenses.

3. TERM AND TERMINATION

- (a) **Effective Date.** The Effective Date is the date that this agreement is fully executed by the Sponsor and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, the Effective Date will be included on the e-signature page which will be attached below.
- (b) **Term.** The Project begins on the Effective Date. The Sponsor shall complete all tasks contained in Exhibit A no later than one year from the Effective Date. The agreement will expire upon payment of the final invoice, or 18 months from the Effective Date, whichever occurs first. PennDOT shall not make payments after the agreement expiration date. Time is of the essence.
- (c) **Extensions.** The agreement expiration date may be extended by letter of adjustment at PennDOT's discretion before the then-existing agreement expiration date. The letter of adjustment is not effective until it is signed and dated by the School Bus Safety Enforcement Grant Program Manager and the Sponsor's duly authorized representatives.
- (d) **Termination for Convenience.** Either party has the right to terminate this agreement for convenience by providing written notice to the other party. The terminating party provide the other party written notice of the termination and state the effective date of the termination. PennDOT shall reimburse the Sponsor for eligible work performed under this agreement up to the date of termination. The Sponsor shall submit invoices for work

completed before the termination date no later than 30 calendar days after the termination date. PennDOT shall not pay invoices mailed or otherwise submitted after the 30-calendar-day period expires.

- (e) **Termination for Cause.** PennDOT may terminate this agreement if the Sponsor materially breaches this agreement, and the breach is not cured within 15 days after PennDOT provides written notice of the breach to the Sponsor. Termination will be effective at the end of the 15-day period unless the Sponsor cures the breach (or, in the case of a breach incapable of cure within that period, the Sponsor provided a written plan to cure the breach as soon as practicable, together with an undertaking to carry out the plan). If this agreement is terminated for cause before the Project is completed, PennDOT, at its discretion, may reimburse the Sponsor for the Sponsor's incurred costs. The Sponsor shall reimburse PennDOT, if requested, for costs incurred by PennDOT for the Project up until the date of termination of this agreement.
- (f) **Accrued Rights and Obligations.** Termination will not release either party from liability that has already accrued to the other party at the time of termination, or which is attributable to a period before termination, nor preclude either party from pursuing rights or remedies it may have with respect to any breach of this agreement. Exhibit C (relating to indemnification) will survive the expiration or termination of this agreement for any reason.

- 4. **AVAILABILITY OF FUNDS.** The Sponsor warrants that it has on hand, or shall obtain over the life of the Project, sufficient funds to meet its obligations. Further, the Sponsor, and not PennDOT, shall provide the funds needed to pay costs incurred that exceed those costs eligible for Program funding, and the Sponsor

shall be solely responsible for 100% of this portion of the Project costs. The Sponsor may use any combination of funds from its own budget and outside sources, whether public or private.

5. REIMBURSEMENT PROCEDURES AND RESPONSIBILITIES

- (a) **Payment.** PennDOT shall pay the Sponsor for the allowable costs of the Project per this agreement and PennDOT's policies. Exhibit B sets forth the Project estimated costs and the amount of financial assistance. The assistance provided may or may not fully fund the Project.
- (b) **Payment Requests.** The Sponsor shall submit to PennDOT payment requests for the following items:
 - (i) Allowable costs for work performed by the Sponsor's forces on the Project.
 - (ii) Work performed on the Project by the Sponsor's contractors or consultants.
 - (iii) Materials, supplies, and equipment provided for the Project by vendors.
- (c) **Invoice Documentation.**
 - (i) **Final Invoice.** Payment requests are limited to one request upon completion of the Project, submitted via the eGrants portal.
 - (ii) **Itemized Invoices Required.** The Sponsor shall submit itemized invoices that include actual cost documentation, consisting of approved contract estimates of work-in-place, approved invoices, or other evidence of incurred costs, satisfactory to PennDOT.

(iii) **Contractor and Consultant Invoices.** The Sponsor shall submit invoices from its contractors and consultants with its payment request, and verification of payment by a copy of a cancelled check or a certified letter from the contractor or consultant acknowledging payment.

(d) **Payment.** Following review and approval of the payment request, PennDOT shall pay the Sponsor for PennDOT's share of allowable Project costs. Before disbursing Program funds, PennDOT may inspect, test, review, or audit records of the Sponsor's accounts to validate, to PennDOT's satisfaction, that the disbursement is warranted.

6. **RECORDS AND AUDIT REQUIREMENTS.** The Sponsor shall comply with the recordkeeping and audit requirements prescribed by the Commonwealth and shall allow PennDOT or any other authorized representatives of the Commonwealth access to its books, documents, papers, and records pertinent to the Project for purposes of audit and examination. The Sponsor shall keep, and shall require its contractors and consultants to keep, a complete record of time for personnel assigned to the Project. A record of time limited to only their work on this Project will not be acceptable. The Sponsor shall include in any contract into which it enters with respect to the Project a clause allowing PennDOT or any other authorized representatives of the Commonwealth access to the records of the Sponsor's contractor, consultant, or vendor for purposes of accounting and audit.

7. **AMENDMENT.** All changes to terms and conditions of this agreement, except for time extensions per Section 3(c), must be in the form of a fully executed amendment signed by the same entities that executed the original agreement.

8. **REQUIRED COMMONWEALTH PROVISIONS** The Sponsor shall comply with the Commonwealth Standard Terms and Conditions (Grant Version), which are attached as Exhibit C. As used in these provisions, the terms “Contractor” and “Grantee” mean the Sponsor.
9. **SEVERABILITY.** The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person, or circumstance will not be affected.
10. **NO WAIVER.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.
11. **INDEPENDENCE OF THE PARTIES.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Sponsor and PennDOT, or as constituting PennDOT as the representative or general agent of the Sponsor.
12. **NO THIRD-PARTY BENEFICIARY RIGHTS.** This agreement does not create or confer any rights in or on persons or entities not a party to this agreement.
13. **ASSIGNMENT.** This agreement may not be assigned, either in whole or in part, without PennDOT’s written consent.

- 14. NOTICES.** All notices and reports arising out of, or from, the provisions of this agreement must be in writing and given to the parties at the addresses provided under this agreement, by regular mail, e-mail, or delivery in person:

If to PennDOT:

School Bus Safety Enforcement Grant Program Manager
Bureau of Operations
Commonwealth Keystone Building,
400 North Street 6th Floor
Harrisburg PA 17120
[Email]
717-787-6899

If to Sponsor:

[Name]
[Municipality or Other Entity]
[Street Address or P.O. Box]
[City, State, Zip Code]
[Email]
[Phone]

Either party may update this contact information without the need for formal amendment by providing the other party notice.

- 15. FORCE MAJEURE.** Neither party shall be liable for failure to perform under this agreement if a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all appropriate steps to minimize delays. This provision will not be effective unless the failure to perform

is beyond the control and without the fault or negligence of the nonperforming party.

16. **INTEGRATION AND MERGER.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. It is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.
 17. **COUNTERPARTS PROVISION.** The parties may execute this agreement in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.
 18. **ELECTRONIC SIGNATURES.** The parties may sign this agreement electronically in accordance with the Electronic Transactions Act, 73 P.S. §2260.301, *et seq.*
-