TIME FRAME FOR
SPECIALIZED TRANSPORTATION
REQUEST FOR PROPOSALS

June 08, 2026 (Monday)	La Crosse County Aging and Disability Resource Center (ADRC)
August 11, 2026 (Tuesday)	MTU ADA Advisory Committee Review
August 18, 2026 (Tuesday)	Distribute to MTU Board
August 25, 2026 (Tuesday)	Request for Proposal Sent Out to Providers
September 08, 2026 (Tuesday)	Pre-Submittal Conference 12:30PM-2:30PM MSC Conference Room 2000 Marco Dr. Or virtually on Zoom.

Join Zoom Meeting
https://cityoflacrosse-org.zoom.us/j/84963387141?pwd=32KYBjjY06M0CpZCOQOJT5wDGLaMzm.1
Meeting chat link
https://cityoflacrosse-org.zoom.us/launch/jc/84963387141
Meeting ID: 849 6338 7141
Passcode: 133765

One tap mobile
+13126266799,,84963387141#,,,,*133765# US (Chicago)
+16465588656,,84963387141#,,,,*133765# US (New York)

Join by SIP
• 84963387141@zoomcrc.com
Join instructions

https://cityoflacrosse-org.zoom.us/meetings/84963387141/invitations?signature=MCe0iojmaaLc5e9Grs7QAbOSFu8gBhIneBQTtD-i-U8

September 18, 2026 (Friday)	**RFP Submission Deadline at NOON**
October 06, 2026 (Tuesday)	Initial Transportation Committee Review and Rating of the Submitted Proposals 2:00PM-4:00PM MSC Conference Room 2000 Marco Dr
October 07-08, 2026 (Wednesday – Thursday)	On Site Tour/Audit of Proposed Vendor Systems
October 09, 2026	Vendor Interviews/Final Decision

October 13, 2027 (Tuesday)	Part I Contract Awarded (MTU Board Meeting 4:00PM-5:00PM La Crosse City Hall)
January 01, 2027 (Saturday)	Contract starts – No Service Day

CITY OF LA CROSSE

AND

AGING AND DISABILITY RESOURCE CENTER OF LA CROSSE COUNTY,

REQUEST FOR PROPOSAL
FOR

SPECIALIZED TRANSPORTATION PROGRAM

This is a program funded jointly by the La Crosse Municipal Transit Utility of the City of La Crosse (City) and the Aging and Disability Resource Center (ADRC) of La Crosse County through the utilization of 85.21 Specialized Transportation funding – the purpose of this is to promote general public health and welfare by providing financial assistance to counties providing transportation services for seniors and individuals with disabilities, and to thereby improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation,

The La Crosse MTU is seeking proposals from firms qualified to provide and manage Specialized Transportation services, which involve origin to destination paratransit service for physically and mentally disabled persons who are unable to utilize the MTU's fixed route service. Door to Door service may be required in special circumstances, such as at rehabilitative workshops or other locations where clients require closer supervision for their safety and well-being. The ADRC of La Crosse County is seeking proposals for specialized transportation services for their eligible and authorized members that will improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation.

Proposals are being sought for two (2) separate parts of this program:

PART I. Zone #1 – (Zone 1a & 1b) - City of La Crosse and La Crosse County Urbanized/Metro area. *

PART II. (Split into two segments) County Rural Adult - Zone #2 – Rural La Crosse County and the areas which extend as follows;

- North of La Crosse County following Highway 35 corridor to the city of Trempealeau within Trempealeau County

- North of La Crosse County following Highway 53 corridor to the city of Galesville within Trempealeau County
- South of La Crosse County following Highway 35 corridor to the city of Stoddard within Vernon County
- Brice Prairie

* See the enclosed maps for details.

A Provider may submit a proposal on either part one or part two, but a separate proposal is required for each. The Specialized Transportation Service Contract individual parts (I & II) will be awarded to the provider(s) who scores the highest on the enclosed rating scale for each of the separate proposals. The reason for this clarification is to make clear to those submitting a proposal that if they propose both Parts I and II combined at a lower price than if Parts I and II were proposed separately that they may not receive the bid.

Proposals are being sought through this solicitation process to provide the service under contract with the City and ADRC for the calendar year 2027 with the understanding that the successful provider may provide the service in calendar years 2028, 2029, 2030 and 2031, subject to mutually agreeable renegotiation of a contract each year on similar terms and conditions.

Please note that pages 18, 19, 20, 21, and 22 contain five different Proposed Rate Sheets. Page 18 is for the year 2027 page 19 is for the year 2028, page 20 is for the year 2029, page 21 is for the year 2030 and page 22 is for the year 2031. We are seeking to lock in multi-year rates for budgeting purposes with the understanding that if there are any major changes in funding or expenses from either party, that the rate could be reviewed.

PART I - Zone #1

Client/Member List A - are individuals who are eligible for Complementary Paratransit Service under the Americans with Disabilities Act (ADA) and travel only within the City limits of La Crosse and areas of the City of Onalaska served by fixed route bus service (Zone #1a). Clients/Members schedule their own trips the day before, no pre-authorization is needed.

Client List B – are persons currently authorized by ADRC as eligible for 85.21 funded trips and who travel anywhere within the urbanized area (Zone #1). Specialized Transportation Services will be limited for this Client List to Mon – Sun 6:00AM – 6:00PM. Prior authorization to travel is required by ADRC for all riders.

PART II - Zone #2

- ADRC Clients

ADRC Client List - are persons currently authorized ADRC as eligible for 85.21 funded trips and who travel anywhere outside of Zone 1, but within rural La Crosse County. Specialized Transportation Services will be limited for this Client List to Mon – Sun 6:00AM – 6:00PMMedical appointments (i.e., dialysis) may be scheduled as early as 5:00 AM based on provider availability/capacity. Prior authorization to travel is required by ADRC for all riders.

ADRC gives authorization to its clients to travel to the City of La Crescent MN, within the city boundaries.

The following listing depicts **estimates** for the number of rides within each geographic zone.

RIDE ESTIMATES FOR "CALENDAR YEAR" 2027, 2028, 2029, 2030, and 2031

PART I:	Zone 1a:	16,000 est. rides	ADA Paratransit Clients (MTU)
	Zone 1a.	3,000	ADA Paratransit Trips (ADRC)
	Zone 1b:	2,000 est. rides	ADRC funded Adults
TOTAL PART I TRIPS:		21,000 estimated rides	
PART II:	Zone 2:	1,000 est. rides	ADRC Funded Rural Adults
TOTAL PART II TRIPS:		1,000 estimated rides	

GENERAL PROGRAM REQUIREMENTS:

1. Eligibility. Determination for rider participation will be based upon Client List A for the City and Authorizations for the ADRC. One Personal Care Attendant* (PCA) shall be permitted to accompany a designated passenger, at no additional cost or fare, if they have the same point of origin and destination.

*A Personal Care Attendant (PCA) is any person whose assistance is required by the passenger to assist in their safe transportation. All eligible riders who require a PCA will be identified during the certification process and made known to the Provider. PCAs are considered a 'mobility aid' for the passenger and are not required to pay the full cost of the trip. Service cannot be refused if the rider wishes to travel independently.

Approximately half of the riders on Client List A **may** have a PCA accompany them, although past data indicates that PCAs are seldom used.

In addition, one companion may accompany the rider on a space-available basis. Companions are not PCAs and must have the same origin and destination as the eligible rider. The companions must pay the full cost of the trip. The full cost of the trip is currently $32.25 in Zone 1A and $37.81 in Zone 1B. The trip cost is subject to change each year of the contract.

The Provider will be given updated Client List A periodically. The following information will be given to the Provider: Individual name, address, phone number, types of mobility aids (if applicable), special needs, PCA status, and funding source code number(s).

2. Geographic Area. The geographic area is outlined in Map #1 and is defined as follows:

Zone #1 - Urbanized Areas of the City of La Crosse, Village of French Island, part of Town of Shelby, part of Town of Medary, City of Onalaska, and the Village of Holmen.

Zone #1a - City of La Crosse, within City limits, the HWY 16 retail area around the Valley View Mall and additionally ¾ mile radius surrounding the MTU fixed bus route that operates within the City of Onalaska as outlined in Map #2.

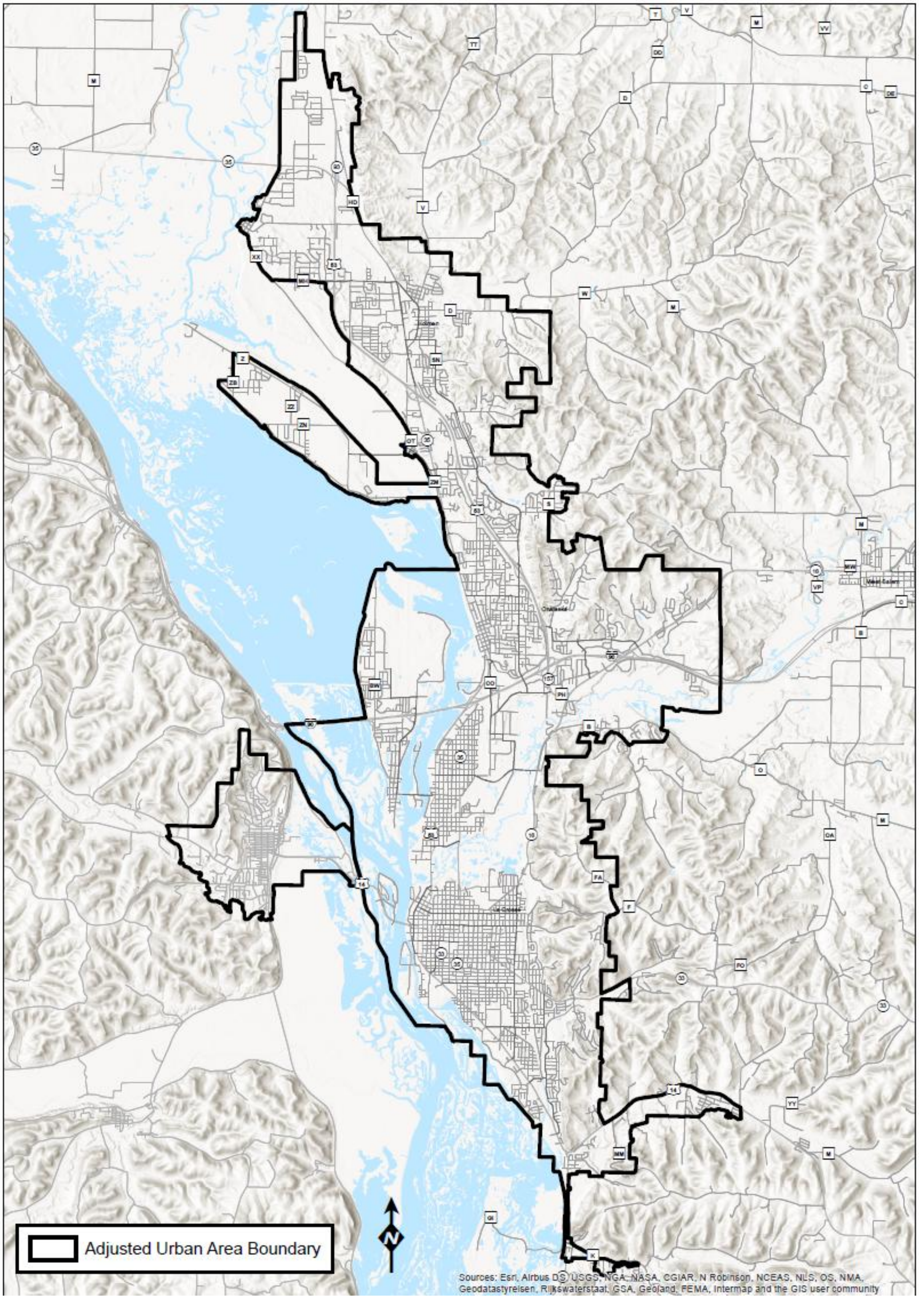
Zone #1b - The remaining part of Zone #1, not included in Zone #1a; Village of French Island, part of Town of Shelby, part of Town of Medary, part of the City of Onalaska, and the Village of Holmen.

Zone #2 - That part of La Crosse County not included in Zone #1 and the areas which extend as follows, these extended areas are for members of ADRC;

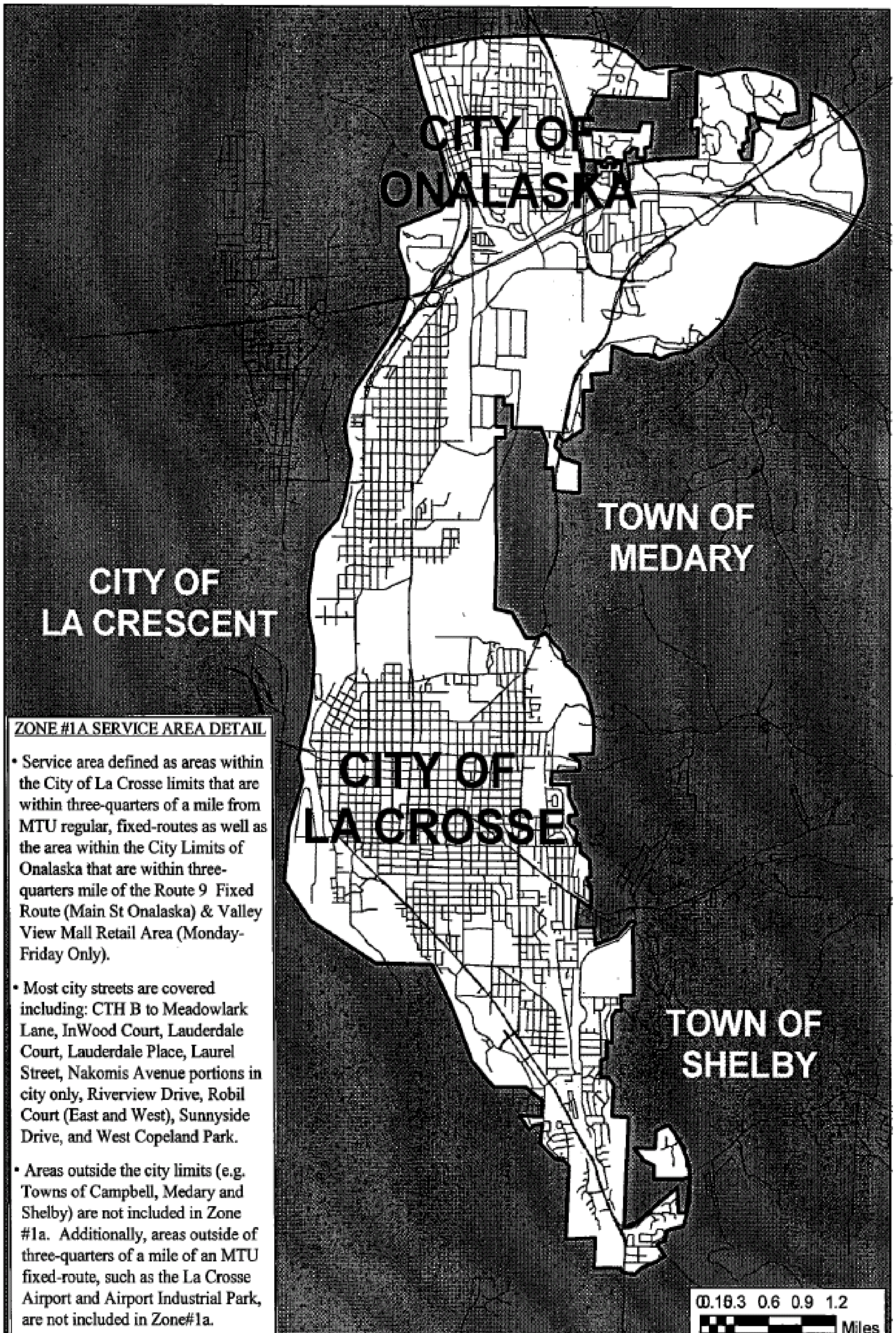
- Brice Prairie
- North of La Crosse County following Highway 35 corridor to the city of Trempealeau within Trempealeau County
- North of La Crosse County following Highway 53 corridor to the city of Galesville within Trempealeau County
- South of La Crosse County following Highway 35 corridor to the city of Stoddard within Vernon County
- The city limits of La Crescent MN are for ADRC Clients only

La Crosse Urban Area

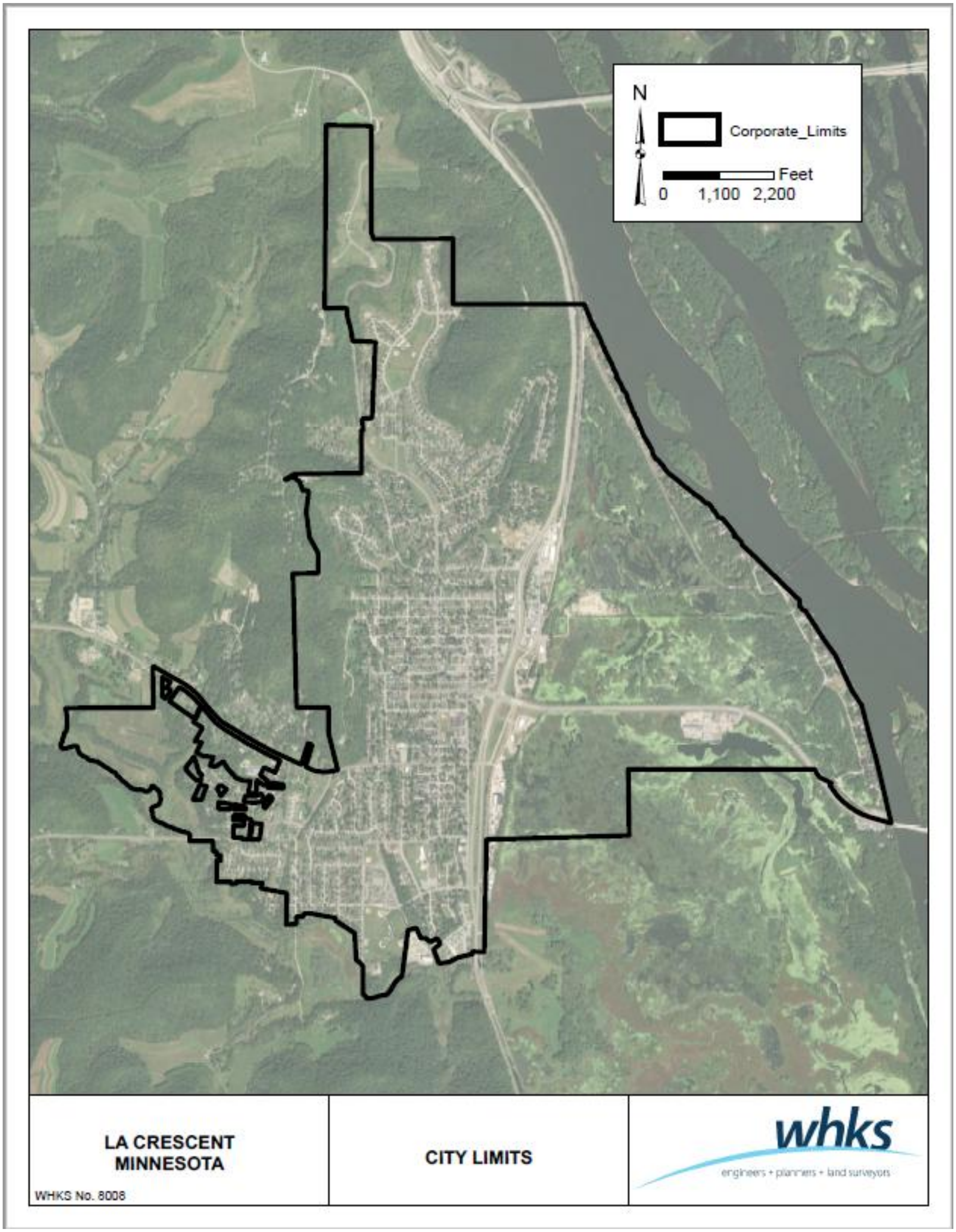
2023 Adjusted Urban Area Boundary



Zone #1A Service Area



MAP 2



3. Days and Hours of service.

Client/Member List A service for all parts will be provided
Monday through Friday, 5:10 AM - 10:40 PM;
Saturday from 7:40 AM to 7:40 PM; and Sunday from 7:40 AM - 6:40 PM.

Client List B services for all parts will be provided Monday through Sunday 6:00AM – 6:00PM.

*Starting times reflect what time the provider could make their first pick up. Ending times reflect the time the provider would return to their base.

*No service will be provided on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

4. Reservations.

- Reservations (without individual written authorization) will be accepted for List A (Part I) clients during normal business hours (i.e. 6 AM – 5 PM), Monday through Friday. On Saturday and Sunday, an answering machine may be used to accept service reservations, cancellations and changes. Advance written authorization is required for all Client List B (Part I & II) trips. Service will be available for all reservations made by the close of business the day before for Zone 1 clients and a 48-hour notice for Zone 2 clients. Reservations with shorter notice may be accepted if space is available. Subscription service for recurring trips will be allowed. A telecommunications device (TDD) or service for the deaf shall be made available for use by the hearing impaired.
- Clients on List A are allowed to schedule their own trips but must be flexible in their pick-up times. Pick-up times can be negotiated for clients to make scheduling more efficient. The Provider can request a variance in pick-up times of up to 60 minutes for Zone 1 and 30 minutes for Zone 2. The pick-up window for ADRC Clients is 30 minutes for Zone 1 and Zone 2. The rider must agree to changes beyond the allotted time frame. Negotiated pick-up times should consider the rider's schedule and desired arrival and departure times. For certain clients or members who require regular supervision and are receiving transportation to community programs such as employment sites or day service centers, it may be necessary to ensure that arrival times are not more than 15 minutes before requested arrival time or 15 minutes past the requested departure time. Care Manager will indicate in referral form if a client or member has any limitations related to arrival and departure times.

  Example: List A only, If the rider's appointment is at 8:00 a.m., a negotiated arrival time after 8:00 a.m. will not be workable for the rider. Therefore, the 60/90 minute negotiated pickup time must be:
  - for Zone 1 from 7:00 a.m. to 8:00 a.m., with an arrival time before 8:00 a.m. This also applies to the return trip.
  - For Zone 2 from 6:30 am to 8:00 am, with an arrival time before 8:00a.m. This also applies to the return trip.

- The Provider is to provide all available trips requested within the 'Reservation' time frames: all trips will be provided for reservations made by close of business the day before the trip for Zone 1 clients and 48-hour service for Zone 2 clients. Should a pattern develop where trips are being denied due to lack of available service, the Provider will increase service levels to eliminate this trip denial pattern.

5. **Cancellations.** Trips may be canceled up to one (1) hour before pickup times at no cost. The Provider is to administer the No-Show policy, shown in Appendix III, (accounting for all No-Shows, sending letters of warnings and suspensions, represent information at Appeal Hearings, and re-instatement of service). Additionally, provide a sorted list (monthly), by client or member name, to the City and ADRC, summarizing the No-Show activity to date for the respective calendar year. If Client List A pays for No-Show rides to allow reinstatement of service, it will be necessary for the provider to refund any of those No-Show rides already paid by City or through the regular monthly invoicing to assure that the Provider is not paid twice for the same No-Show ride.

6. **Shared Ride Basis.** Provider may pick up or drop off passengers en route to other passengers' origins or destinations so as to allow a greater number of passengers to be serviced with available vehicles. The maximum travel time per one-way trip for any client shall be no more than 60 minutes in Zone #1 and 90 minutes in Zone #2. For Medical Trips the wait time for the client at their medical provider will not exceed 60 minutes before or after appointment for List A. The wait time for ADRC clients is 30 minutes.

Should the rider not be present at the scheduled time of pick-up, the Provider is required to wait at least 5 minutes past the scheduled pickup time. If the Provider's vehicle arrives late, the Provider will wait 5 minutes upon arrival.

7. **Origin to Destination Service**. Origin to Destination service is when the Provider picks up the passenger at the origin and then drops the passenger at the destination. The Provider will be required to offer physical assistance to any individual requiring help in boarding or leaving the vehicles. Should the safety of the rider be a concern after disembarking, the Provider should make an effort to contact someone at the point of destination to provide assistance to the passenger. Door to Door service may be required in special circumstances, such as at rehabilitative workshops or other locations where clients require closer supervision for their safety and wellbeing.

8. **Vehicles**

a. **Adequate supply.** The Provider will be responsible for supplying an appropriate number of vehicles to satisfy the service requirements. The Provider must be able to offer appropriate auxiliary transportation as a backup system or for additional needs beyond the capacity of the primary vehicles.

b. **Type.** Provider may use busses or vans to satisfy the needs of this Specialized Transportation Service. When selecting vehicles, a smooth ride suspension would be preferred if possible.

c. **Communications.** Providers will be responsible for two-way communications with clients, dispatchers, drivers, and maintenance personnel.

d. **Licensure and certification.** All vehicles must meet licensure and certification requirements of the State of Wisconsin [including WDOT Trans 301, “Human Service Vehicles (HSV)”] for the transportation of elderly and handicapped individuals, including, but not limited to, MA waiver standards.

e. **Accessibility.** All accessible (i.e. lift-equipped, ramp) vehicles must meet the Americans with Disabilities Act (ADA) standards and WDOT 301 (HSV) standards.

f. **Heating and air conditioning.** All vehicles will have properly maintained and functioning heating and air conditioning systems.

g. **Exterior appearance.** All vehicles used will possess a uniform paint and signage scheme.

h. **No smoking.** No smoking will be allowed in vehicles at any time.

9. **<u>Fuel.</u>** All fuel (gas and/or diesel) that is required to provide this transportation service will be supplied by the Provider. The Provider will identify each vehicle used in this service and record the correct odometer reading of each vehicle when it is fueled.

a. **Annual Trip Rate adjustment for current price of Fuel.** The City will secure a quote for the current price per gallon for fuel each year at the end of December, with this current rate for fuel the trip rates for the following year will be adjusted up or down, depending on the current rate for fuel.

<u>10.</u> **<u>Co-Pay Fares.</u>** The City will establish a co-pay fare for a one-way trip* that will be collected from their clients (Client/Member List A), retained by the Provider, and deducted from their monthly bills. The ADRC will establish a co-pay fare for a one-way trip* that will be collected from their clients (Client List B), retained by the Provider, and deducted from their monthly bills. The co-pay fares will be set at the time this contract is awarded and may be modified at any point throughout the year if needed upon 10 days prior written notice.

*A trip is defined as travel between two (2) points. Stopovers and/or transfers will not be counted as an additional trip unless stopover and/or transfer is authorized by the City or ADRC.

11. **<u>Drivers.</u>**

a. **Licensure and certification.** All drivers must meet licensure and certification requirements of the State of Wisconsin [including WDOT Trans 301, “Human Service Vehicles (HSV)”] for the transportation of elderly and handicapped individuals, including, but not limited to, MA waiver standards.

b. **Driver training.** Driver training shall be provided by the Provider and will, at a minimum, include: behind the wheel (defensive driving), Red Cross First Aid Certificate, geographic familiarization training, passenger assistance, proper procedures for utilizing ramps and/lifts for safe entry and exit of vehicles for clients utilizing mobility devices, proper procedures for securing mobility devices into the vehicles, and passenger sensitivity training.

c. **Drug and alcohol testing.** The provider will comply with all federal and state regulations in regard to drug and alcohol testing.

d. **Criminal Record Checks.** The successful bidder or provider shall attest to conducting caregiver and criminal background checks as applicable and described in Appendix VI (Pages 1 &2).

12. **<u>Reporting.</u>** The following reports must be submitted on a regular basis:

a. Monthly (All reports are expected within 15 days of the end of the month).

- The <u>monthly billing</u> is to include: client name, client code, date of travel, time of actual pick-up, time scheduled for pickup, trip origin (address with city or Zip Code), and trip destination (address with city or Zip Code), service type code which designates medical or non-medical trip for each trip taken within the month, sorted by client code. The specific billing format is to be agreed upon by the City, ADRC. The City and ADRC will each receive a complete copy of all the monthly billings for Part 1. ADRC will receive a complete copy of their own Client List monthly billings for Part 2.

- Monthly list of client's trips that have been 'turned down', sorted by client code.
- Monthly, a year-to-date cumulative report of Clients who have No-Shows, sorted by name.
- Monthly report on the daily number of passengers per vehicle, daily number of vehicle hours, and vehicle miles per each day of service.
- Monthly report of "On-Time Performance" for each client list. This is to ensure on time performance and quality of service provided.
- Additionally, the Provider will supply the basic monthly information (client name, date of travel, time of actual pick-up, time scheduled for pickup, trip origin (address with city or Zip Code), and trip destination (address with city or Zip Code)) in electronic format, in a compatible format and program, to allow the City and ADRC to analyze this basic data. This electronic format data will be submitted with the monthly billing upon request of the City and ADRC.
- The ADRC will receive a listing of all trips performed for their Client List B with "Client Type" and "Ride Purpose."

b. Annually (All reports are expected within 45 days of the end of the Contract Year).

- DMV check on all drivers to be done annually and submitted to City and ADRC, (Driver roster will be updated and reported to the City and ADRC when any changes occur).
- Provider shall keep records of annual vehicle inspections as required by WDOT Trans 301.05 and provide one (1) copy to the MTU offices within one (1) week of receipt of inspection report.
- Provider shall keep vehicle maintenance records which record the date of maintenance and type of maintenance performed on each vehicle which provider shall provide within 5 days to City and ADRC, and .
- Provider will assist the City in providing financial and operational information to meet Federal Transit Administration National Transit Database (NTD) reporting requirements.
- Provider will assist the City in providing FTA Drug and Alcohol Testing Program information to meet Federal Transit Administration Drug and Alcohol Management Information System (DAMIS) reporting requirements.
- Reports of both programmatic and fiscal activities may be required for the purpose of documenting the satisfactory meeting of service objectives.
- Once a year the provider will be required to perform a Customer Satisfaction Survey in a format approved by the City and ADRC for PART I and as well as ADRC for PART II.
- Annual Financial Audit

13. **Insurance.** The Provider shall be required to carry insurance (and furnish proof thereof) to the following minimum limits:

a. Worker's Compensation.

Minimum amount statutory

b. Comprehensive General Liability
$1,000,000 per occurrence and in aggregate for bodily injury and property damage

c. Automotive Liability
$1,000,000 per person and $5,000,000 per accident

d. Excess Liability Coverage
$2,000,000 over the General Liability and Automobile Liability Coverage.

e. Other.

- All deductible payments are the responsibility of the Provider. The City and ADRC shall be named as additional insured on all liability policies.
- Each policy of insurance shall contain the following clauses: "It is agreed that these policies shall not be canceled nor the coverage reduced until thirty (30) days after the City and ADRC have received written notice by certified mail of such cancellation or reduction by certified mail."
- The Provider will provide the City and ADRC with proof of insurance coverage, in a form approved by the City and ADRC within 30 days of notice of contract award or 10 days before commencing transportation services, whichever occurs first

14. **Responsibility.** Provider is responsible for all capital, operational and maintenance costs necessary in providing Specialized Transportation service.

15. **State and Federal law compliance.** The Provider agrees to follow all applicable rules and regulations or Wisconsin Department of Transportation (WisDOT), the Federal Transportation Administration (FTA), and the Americans with Disabilities Act (ADA).

16. **Standard Contract Terms and Conditions.** Any contract entered into as a result of PART I shall incorporate the attached Standard Contract Terms and Conditions in Appendix II and PART I & II shall incorporate the Standard Contract Terms and Conditions in Appendix IV.

17. **Proprietary Information.** All restrictions on the use of data contained within a proposal and all confidential information must be clearly stated on the attached “Designation of Confidential and Proprietary Information” form (Appendix V). Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by law, it is the intention of the City of La Crosse and ADRC to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City of La Crosse and ADRC. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

18. **Reservation of Rights: Please Note:**

- Neither the City nor ADRC are liable for any costs incurred by any Provider in replying to this RFP.
- The City and ADRC reserve the right to reject any and/or all proposals or portions thereof and to select the proposal considered most advantageous to the City and ADRC.
- The City and ADRC reserve the right to waive any formalities, defects, or irregularities in

any proposal, response, and/or submittal where the acceptance, rejection, or waving of such is in the best interests of the City and ADRC.

- The City and ADRC reserve the right to re-issue requests for proposals.
- Clarification of proposals: The City and ADRC reserve the right to obtain clarification of any point in a vendor's proposal or obtain additional information.
- The City and ADRC are not bound to accept the proposal with the lowest cost but may accept the proposal that demonstrates the best ability to meet the needs of the City and ADRC.
- The City and ADRC reserve the right to disqualify any proposal, before or after opening, for reasons including, but not limited to, evidence of collusion, intent to defraud, or any other illegal practice on the part of the vendor.
- Upon the selection of a vendor, the City and ADRC by its proper officials, employees, or agents may, after negotiations, make a good faith effort to reach a final agreement with this vendor. If the City and ADRC, for any reason, is unable to reach a final agreement with this vendor; the City and ADRC reserve the right to reject such vendor and negotiate a final agreement with the next most qualified vendor. The City and ADRC may also elect to reject all proposals and re-issue a request for proposal.
- The Provider shall respond to all sections and forms that are part of this RFP. Proposals failing to respond to any sections may be considered non-responsive.
- The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents and / or subcontractors which may arise out of or connected with activities covered by this contract.

19. **Authorization to do business in Wisconsin.** All providers submitting a response to this Request for Proposals shall provide proof that such provider is authorized to do business in Wisconsin and is in good standing with the Wisconsin Department of Financial Institutions. Such provider shall also clearly indicate whether said provider is a corporation, partnership, sole proprietorship, limited liability Company, or other form of entity, as well as identify the principals or officers of any said entity.

20. **Maintenance of Quality of Specialized Transportation Services.** The successful Provider may be terminated or suspended due to deficiencies in quality or quantity of services. Purchaser shall notify Provider, in writing, whenever the required quality or quantities of services are unsatisfactory. Upon such notification, Purchasers shall determine whether such inability will require a revision or early termination of this Contract.

21. **Appeals Process for Procurement Procedure Protests. Appeal and protests will follow the La Crosse Municipal Transit Utility Bid Protest Procedures, listed below.**

1. For the purposes of this section, the following definitions apply:

- **"Days" refers to the working days of the Federal Government.**
- **"File" or "submit" refers to the date of receipt by MTU.**
- "Interested party" means an actual or prospective bidder, offeror, subcontractor, or supplier whose direct economic interest would be affected by the award of the contract or by failure to award the

contract.

- "Bid" includes the term "offer" or "proposal" as used in the context of negotiated procurements."
- "Federal law or regulation" means the violation of any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement. This includes the requirements as stated in FTA Circular 4220.1F.

2. Submission of Protest

   Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An "interested party" must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

All protests must be submitted in writing to:

Transit Director
La Crosse Municipal Transit Utility
2000 Marco Drive
La Crosse, WI 54601

3. Time for Filing

   Protests should be made as soon as possible but no later than five (5) working days following MTU procurement decision. The protest must contain a detailed statement of the grounds for protest and any supporting documentation.

4. Transit Manager Response

   Upon receipt of a written protest, the Transit Manager will meet with the protester and attempt to resolve the matter informally within five (5) working days. If the protester is still not satisfied and indicates an intention to appeal to the next step, the Transit Manager will suspend the award of the contract temporarily unless he determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the awards promptly or;
c. Failure to make the prompt award will otherwise cause undue harm to MTU or;
d. There is no merit whatsoever in the protest.

5. Local Appeal Procedure

   If the protester wishes to appeal the Transit Managers' decision, the matter will be forwarded to the City of La Crosse Municipal Transit Utility Board for review. The recommendation of the Transit Board will be forwarded to the City of La Crosse Finance and Personnel Committee for ultimate local disposition.

6. Additional Appeals

   If the protest alleges that MTU has failed to follow its written bid protest procedures, the protester may ask that the Federal Transit Administration (FTA) review the protest in accordance with FTA C 4220.1F. If the protest alleges violation of a specific Federal requirement that provides an applicable complaint procedure, it may be submitted and processed in accordance with provisions of that particular regulation.

Alleged violations on all other grounds are under the jurisdiction of the appropriate State and local administrative or judicial authorities, and remedy may be sought through them.

Prospective Proposal Writers Mandatory Pre-Submittal Conference

Any ambiguity, inconsistency or error discovered in the RFP must be brought to the attention of the City

Operations Manager, Tim Koterwski. Prospective proposal writers are strongly encouraged to send written requests for interpretations or corrections to Tim Koterwski no later than three (3) days prior to the pre-submittal conference scheduled for Tuesday, September 08, 2026 Only interpretations or corrections of the RFP made in writing by the Operations Manager will be considered binding.

Prospective proposal writers are required to attend the pre-submittal conference. This will be the only forum for answering questions regarding the intent or technical aspects of the RFP. All Prospective proposal writers with questions regarding the RFP are asked to submit questions in writing before the pre-submittal meeting. Answers to written questions, as well as substantial clarifications, interpretations and changes addressed at the pre-submittal conference and considered necessary as a result of meeting discourse will be sent by written addenda to all RFP holders of record no later than 10 days following the pre-submittal conference.

The Mandatory Pre-Submittal Conference will be held on:
Tuesday, September 08, 2026(Date)
12:30 PM - 2:30 PM (Time)

MSC Conference Room
La Crosse MTU
2000 Marco Dr
La Crosse, WI 54601

Join Zoom Meeting
https://cityoflacrosse-org.zoom.us/j/84963387141?pwd=32KYBjjY06M0CpZCOQOJT5wDGLaMzm.1
Meeting chat link
https://cityoflacrosse-org.zoom.us/launch/jc/84963387141
Meeting ID: 849 6338 7141
Passcode: 133765

One tap mobile
+13126266799,,84963387141#,,,,*133765# US (Chicago)
+16465588656,,84963387141#,,,,*133765# US (New York)

Join by SIP
• 84963387141@zoomcrc.com
Join instructions
https://cityoflacrosse-org.zoom.us/meetings/84963387141/invitations?signature=MCe0iojmaaLc5e9Grs7QAbOSFu8gBhIneBQTtD-i-U8

***** **The DEADLINE for receiving Proposals will be 12:00 PM (NOON) on Friday, October 08, 2021. Nine (9) complete copies of the Proposals and One (1) copy of the Proposal in Electronic Format are to be submitted to**:

Timothy L. Koterwski
MTU - Specialized Transportation
2000 Marco Drive
La Crosse WI 54601

PROPOSED RATES SHEET

Please use Appendix 1, Budget Cost Forms, as a tool

(For rides from **January 1, 2027 – December 31, 2027**)

Provider Name:____

A. BID FOR ALL ESTIMATED TRIPS:

PART 1 (Zone 1a) $____________________ per trip for **19,000** trips.
PART 1 (Zone 1b) $____________________ per trip for **2,000** trips.

PART II (Zone 2) $____________________ per trip for **1,000** trips.
(Segment 2)

- YOUR PRICE PER TRIP MUST BE BASED ON $2.95 PER GALLON FOR FUEL

  (The set fuel price will allow us to compare all proposals based on the same fuel price.)

PROPOSED RATES SHEET

Please use Appendix 1, Budget Cost Forms, as a tool

(For rides from **January 1, 2028 – December 31, 2028**)

Provider Name:____

A. BID FOR ALL ESTIMATED TRIPS:

PART 1 (Zone 1a) $____________________ per trip for **19,000** trips.
PART 1 (Zone 1b) $____________________ per trip for **2,000** trips.

PART II (Zone 2) $____________________ per trip for **1,000** trips.
(Segment 2)

- YOUR PRICE PER TRIP MUST BE BASED ON $2.95 PER GALLON FOR FUEL

  (The set fuel price will allow us to compare all proposals based on the same fuel price.)

PROPOSED RATES SHEET

Please use Appendix 1, Budget Cost Forms, as a tool

(For rides from **January 1, 2029 – December 31, 2029**)

Provider Name:____

A. BID FOR ALL ESTIMATED TRIPS:

PART 1 (Zone 1a) $____________________ per trip for **19,000** trips.
PART 1 (Zone 1b) $____________________ per trip for **2.000** trips.

PART II (Zone 2) $____________________ per trip for **1,000** trips.
(Segment 2)

- YOUR PRICE PER TRIP MUST BE BASED ON $2.95 PER GALLON FOR FUEL

  (The set fuel price will allow us to compare all proposals based on the same fuel price.)

PROPOSED RATES SHEET

Please use Appendix 1, Budget Cost Forms, as a tool

(For rides from **January 1, 2030 – December 31, 2030**)

Provider Name:____

A. BID FOR ALL ESTIMATED TRIPS:

PART 1 (Zone 1a) $_____________________ per trip for **19,000** trips.
PART 1 (Zone 1b) $_____________________ per trip for **2,000** trips.

PART II (Zone 2) $_____________________ per trip for **1,000** trips.
(Segment 2)

- YOUR PRICE PER TRIP MUST BE BASED ON $2.95 PER GALLON FOR FUEL

  (The set fuel price will allow us to compare all proposals based on the same fuel price.)

PROPOSED RATES SHEET

Please use Appendix 1, Budget Cost Forms, as a tool

(For rides from **January 1, 2031 – December 31, 2031**)

Provider Name:____

A. BID FOR ALL ESTIMATED TRIPS:

PART 1 (Zone 1a) $____________________ per trip for **19,000** trips.
PART 1 (Zone 1b) $____________________ per trip for **2,000** trips.

PART II (Zone 2) $____________________ per trip for **1,000** trips.
(Segment 2)

- YOUR PRICE PER TRIP MUST BE BASED ON $2.95 PER GALLON FOR FUEL

  (The set fuel price will allow us to compare all proposals based on the same fuel price.)

RFP EVALUATION FORMAT AND RATING SCALE

2027 -2031 SPECIALIZED TRANSPORTATION PROGRAM

1.	Experience and Background	35 pts	______
2.	Vehicle & Fleet Management Capabilities	20 pts	______
3.	Record Keeping	20 pts	______
4.	Service Delivery	20 pts	______
5.	Coordination, Evaluation and Customer Service	20 pts	______
6.	Expense Summary	35 pts	______

Points Awarded For Proposal ______
(150 Possible Points)

Interview (Vendors of the Top Three (3) Rated Proposals)

Points Awarded For Interview and Site visit results ______
(150 Possible Points)

Total Points Awarded for Proposal, Interview, and site visit: ________
(300 Possible Points)

RFP Completion Instructions:

Follow the proposal format and respond to each item. Please provide information as succinctly as possible, however, additional pages may be used in the completion of this proposal.

Experience and Background:

1. Describe the major business functions or activities of your organization.

2. Please identify the basic types of transportation services currently provided by your organization in the following format:

Type of Service	# of vehicles in use - 2025	Avg. # of passengers per month – 2025
Shared Ride Taxi		
Exclusive Ride Taxi Service		
School Services (Contract)		
Specialized Transportation for Elderly and Handicapped		
Special Medical Vehicle		
Other		

3. Please provide names of **all** agencies for whom your organization has provided contract services over the past three years. **These agencies will be contacted for references**.

Agency	**Contact Person**	**Phone Number**
1. _____________	____________	______________
2. _____________	____________	______________
3. _____________	____________	______________
4. _____________	____________	______________
5. _____________	____________	______________

4. Please identify key individuals in your organization who would be responsible for management of any services resulting from this solicitation.

Name and Role	Background or Experience
(1)	

(2)

(3)

5. Develop plan to provide adequate staff to implement this service. Please provide information on how many staff will be used, whether they are paid staff or volunteers, full-time, part-time, etc.

(A) Describe what types of things your company does to increase staff retention?

6. What will be the minimum hiring criteria for your drivers and how will compliance with these criteria be checked?

7. Describe the driver training program that will be utilized by your organization.

8. Describe plan for providing an office in La Crosse with a phone and contact person.

9. Describe how you would handle call volume during peak periods.

Vehicle and Fleet Management Capabilities:

1. Please fill in the chart below for each vehicle you intend to use for this service. Be sure to include your reserve or back-up vehicles.

Vehicle Inventory

Type of Vehicle (bus, van, auto, etc.)	Model Year	Two-way Communication (Y/N)	Lift Equipped (Y/N)	Seating Capacity	Heating (Y/N)	Air Condition (Y/N)	Wheelchair capacity	Able to Transport Scooters (Y/N)

2. Describe the vehicle maintenance program that will be utilized by your organization. Describe both preventative and corrective maintenance programs. Include an example working document (i.e., spreadsheet, checklist, time and mileage table) that would be used for this program.

3. Describe program to be used for maintaining exterior and interior cleanliness of vehicles.

4. Describe the dispatching and vehicle control procedures that will be used by your organization.

5. Please list the name of any program(s)/software used to create daily routes and manifests for drivers, as well as the extent of experience using it.

6. Please provide specific information on two-way communication equipment to be used (radio make and model).

Record Keeping:

1. Describe plan for use of computer equipment in the operation of this service. Please include a description of the equipment and outline the functions to be served. Include information on experience with system.

2. Briefly describe the record keeping capabilities of your organization as they relate to the provision of a public transportation system.

3. Describe procedures to be used for trip and passenger documentation.

4. Describe how Provider would collect fares from passengers and account for them. (Provider will be expected to take full responsibility for this.)

5. Provide an example billing invoice that will provide the necessary information include; Client name, client code, date of travel, time of actual pick-up, time scheduled for pickup, trip origin (address with city or Zip Code), and trip destination (address with city or Zip Code), service type code which designates medical or non-medical trip for each trip taken within the month, sorted by client code.

6. Describe how Provider will track and record No-Show trips. How will Provider assure that cancellations that occur one hour or more prior to the scheduled ride are communicated to driver and dispatch staff assure that member is not considered a No-Show for an appropriately cancelled ride?

Service Delivery:

1. Describe availability of back-up vehicles to provide service when primary vehicles are out of service.

2. Describe your passenger restraint policy and plans for appropriate use, both in lift-equipped and non-lift-equipped vehicles.

3. Describe your plan to provide service in a timely manner.

4. Develop and describe your plan for scheduling shared rides as a means of providing more service to more people at a reduced cost.

5. Describe your plan to be followed when inclement weather interrupts regular operation of the service.

6. A very important part of this service is interacting with riders in a professional and courteous manner. Describe what will be done by your organization to assure that riders feel comfortable and confident with the service they are receiving both at the reservation level and at the service level.

7. It is expected that certain consumers will occasionally exhibit some problematic social behavior. Therefore, describe your procedures to handle problematic challenging behaviors exhibited by consumers.

<u>Coordination, Evaluation and Customer Service</u>:

1. It will be an expectation of the chosen provider to work with the City and County on our continuing effort to create and refine efficiencies in the field of transportation. One area that is of particular interest is coordination among private providers. Please explain specifically what your role could be in this process.

2. Describe how you would coordinate services for a consumer who was unsure of their funding source.

3. It would be an expectation of us for you to be a part of area-wide planning and coordination efforts. Please describe your experience and willingness in this area. Please describe any barriers with participation in the past.

4. Develop plan to assess user satisfaction with service. (Please attach)

5. Develop grievance procedure that would enable an eligible rider to have a complaint heard in a fair and impartial manner. (Please Attach)

<u>Expense Summary</u>:

Complete Appendix I.

Explanation of Appendices

Appendix I – This is the budget cost form for you to use as a tool in coming up with your per trip rates. This form is **Required**, as it will help the review committee in understanding where your costs are different from other providers.

Appendix II – Federally Required Contract Clauses

Appendix III – Specialized Transportation Services No-Show Policy

Appendix IV – This is an example of a contract that you will be required to sign if the contract is awarded to you.

Appendix V – Form for Designation of Confidential and Proprietary Information

Appendix VI – Criminal and Caregiver Background Checks

APPENDIX I

INSTRUCTIONS FOR COMPLETING BUDGET COST FORMS

All costs included in the budget line items must meet the criteria of allowability and be in conformance with the Wisconsin Department of Health and Family Services *ALLOWABLE COST POLICY MANUAL* and applicable Federal cost principles for the organization incurring the costs.

Each cost form package includes the following forms:

FACE SHEET (Page 8 of APPENDIX I)
SALARY & FRINGE BENEFITS (Page 9 of APPENDIX I)
EXPENSE DISTRIBUTION FORM (Page 10 of APPENDIX I)
FOR PROFIT ONLY CALCULATION (Page 11 of APPENDIX I)

Start by completing the SALARY AND FRINGE BENEFITS form (Page 9 of APPENDIX I). Please note that a full-time position is normally considered to be 40 hours per week or whatever the agency operates, i.e., if the employees normally work 37.5 hours per week those people working 37.5 hours would be considered full-time and those working less than that would be considered part-time. For any part-time positions, include the number of hours worked in a week.

A. Salary:

The amount you expect to pay the individual for their services during the agency's fiscal year. Keep in mind that the agency should have proper documentation available to support the allocation of an individual's time if the individual works in more than one program. Proper documentation is **always** required for expenses to be allowable, but time sheets, especially for individuals that split their time between activities are essential.

B. Fringe Benefits:

The employer contributions or expenses for social security, employee health insurance, employee life insurance, unemployment compensation insurance, workmen's compensation insurance* and pension plan costs should be allocated to the individual based upon how their salary is allocated.

C. Workmen's Compensation Insurance:

*A workmen's compensation policy may not be broken down by individual or position, but at a minimum the insurance agency selling the workmen's compensation insurance should be able to tell you the costs by program and administration so a separate line has been included on the EXPENSE DISTRIBUTION FORM (Page 10 of APPENDIX I) for inclusion of workmen's compensation costs that will not be included as Fringe Benefits.

Bring totals from this form to the respective Salary and Fringe Benefits lines on the EXPENSE DISTRIBUTION FORM (Page 10 of APPENDIX I).

D. Rent:

The actual rental costs pursuant to the lease are allowable to the extent that the rates are reasonable. Reasonableness can be determined by obtaining rental costs of comparable property, if any; market conditions of the area where the property is located; what alternatives might be available; and the type, life expectancy, condition, and value of the property leased.

Rent may not be charged when an agency leases or rents property from a ***related party**. Allowable costs in a situation like this would be limited to the actual costs of ownership. Ownership costs are covered under other budget line items on this form such as Mortgage Interest and Depreciation-Home or Building.

(*A related party transaction occurs when one party to a transaction can influence the management or financial operating policies of the other party.)

E. Mortgage Interest:

Interest or financing costs associated with home or building acquisition, construction, reconstruction or remodeling is allowable as long as a third party that is not related to the purchaser/owner provides the financing.

F. Other Interest:

Interest or financing costs associated with the purchase of equipment or a vehicle(s) is allowable as long as a third party that is not related to the purchaser/owner provides the financing. All other interest expense or financing cost is not allowable.

G. Real Estate Taxes:

Normally, taxes assessed by local units of government or school districts (includes the Vocational, Technical and Adult Education System) which an agency is required to pay and which are paid or are accrued in accordance with generally accepted accounting principles are allowable. Nonprofit organizations may be and generally are exempt from paying the real estate taxes assessed, but they may make a payment to the local government in lieu of taxes that are to pay the local government for services received. These payments, in lieu of real estate taxes, would also be allowable costs.

H. Utilities:

The costs for gas (natural or LP), electricity, water, sewer and reasonable cable used in the agency's operation are allowable and should be included in this line item. Adjustments should be made to these costs when a home or building is used in part for the agency operations and part for personal use.

I. Telephone:

The costs of local telephone services and long-distance charges applicable to the agency's operation should be included here. Many agencies require employees to be on call and use a pager system. The costs associated with a pager system can also be included in this line item. If the telephone is used for both business and personal purposes, an adjustment should be made to remove the portion of these expenses applicable to personal use.

J. Garbage:

The costs of a service that picks up the agency's garbage/trash should be included in this line item. Normally, however, garbage collection is included in the real estate tax bill and if this is the case there is no necessity to identify those costs included in the tax bill as a separate line item.

K. Household Supplies:

The cost of items such as cleaning supplies, mops, brooms and the like should be included here.

L. Office & Professional Supplies:

The costs of pens, paper, envelopes, stamps or other postage charges, printer cartridges, and the like used for the business part of the agency's operations should be included here. Professional supplies, such as books, should also be included in this line item.

M. Repairs & Maintenance:

The costs incurred for necessary repairs or maintenance of the home or building which do not add to the permanent value of the home or building nor prolong its useful life are allowable and should be included on the budget line for Home or Building under the budget category Repairs & Maintenance. These types of costs just keep the home or building in efficient operating condition.

The costs incurred for necessary repairs, maintenance or general upkeep of equipment which do not add to the permanent value of the equipment nor prolong its useful life are allowable and should be included on the budget line for Equipment under the budget category Repairs & Maintenance. These types of costs just keep the equipment in efficient operating condition.

N. Depreciation:

The compensation for the use of an agency's home or building or improvements thereto is generally made through depreciation. There are some circumstances when a use allowance may be used to provide this compensation. The computation of the depreciation or use allowance is based on the cost of acquiring the home or building and its useful life. Unless there are extenuating circumstances, depreciation is computed using the straight-line method. The results of this computation should be included on the budget line item for Home or Building under the budget category Depreciation. The Federal cost guidelines limit the use allowance for a home or building and improvements thereto to an annual rate not to exceed two percent of the acquisition cost.

The compensation for the use of an agency's equipment is generally made through depreciation. There are some circumstances when a use allowance may be used to provide this compensation. The computation of the depreciation or use allowance is based on the cost of acquiring the equipment and its useful life. It is important to note that there are differences in how the Federal and State governments define equipment. For example, the Federal government in Office of Management and Budget (OMB) Circular A-122 define equipment as "…an article of nonexpendable tangible personal property having a useful life of more than two years and an acquisition cost of $500 or more per unit." The Department of Health and Family Services in its *Allowable Cost Policy Manual* states "… in general, the cost of equipment and other capital expenditures with an acquisition cost exceeding $5,000 is to be recovered through use of depreciation or allowances." Unless there are extenuating circumstances, depreciation is computed using the straight-line method. The results of this computation should be included on the budget line item for Equipment under the budget category Depreciation. The Federal cost guidelines limit the use allowance for equipment to an annual rate not to exceed six and two-thirds percent of the acquisition cost.

O. Insurance:

The cost of the insurance to cover the home or building and its contents (including equipment) or personal property are allowable and should be included on the budget line for Home or Building under the budget category Insurance. If the agency home or building is used in part for the agency operations and part for personal use an adjustment should be made to exclude the portion of the cost applicable to personal usage.

The cost of insurance to cover an agency vehicle(s) is allowable and should be included on the budget line for Vehicle(s) under the budget category Insurance. If the agency vehicle(s) is used in part for the agency operations and part for personal use an adjustment should be made to exclude the portion of the cost applicable to personal usage.

The cost of insurance other than those policies directly related to Home or Building or an agency vehicle(s) that the agency is required to carry or that the agency maintains in connection with the general conduct of its operations should be included on the budget line for Other under the budget category Insurance. The types of insurance and extent of coverage included in this category must be in accordance with good business practice and the rates and premiums should be reasonable under the circumstances. This category does not include insurance that represents fringe benefits for employees.

P. Food:

The costs of food purchased to provide meals or snacks for the residents or clients of the agency's program are allowable. Food costs for staff required to eat with the residents or clients are also allowable. However, when there are staff, visitors or members of a household that partake of meals served that are not required to be there, adjustments must be made to the cost of the food purchased or a cost-based fee must be charged.

Q. Audit and/or Accounting Fees:

The cost of an audit is allowable when the audit is required by federal or state law or regulation and the audit is performed by an individual or firm licensed as a Certified Public Accountant(s) in the State of Wisconsin. The audit must be performed in accordance with the appropriate state or federal guidelines. The agency may find that it is more economical to hire a service to maintain their financial records rather than hire a bookkeeper or accountant to perform those tasks. If it is more economical to hire a service, the cost associated with the contract for the service is allowable.

R. Consultant Fees:

Services rendered by a person or persons who possess a special skill or are members of a particular profession and who are not officers or employees of the organization are allowable when reasonable in relation to the services rendered. An adequate contract or purchase agreement (that is description of the service, estimate of the time required, rate of compensation and any other special provisions required) must exist for the expenses incurred to be allowable. There are special requirements related to legal fees so the respective cost policies should be reviewed prior to the inclusion of any legal fees in this category.

S. Dues & Subscriptions:

Generally, the costs of the agency's membership in business, technical, professional and civic organizations that are related to the agency's services are allowable. As a general rule, individual memberships in these types of organizations are not allowable. In addition, the cost of a membership in an organization whose primary function is lobbying **is not** an allowable cost.

Normally the costs of the agency's subscriptions to business, professional, technical and civic periodicals are allowable and should be included in this budget category.

T. Licensing/Certification:

Reasonable and necessary costs associated with the agency obtaining an appropriate license/certification to operate their business are allowable.

U. Employee Training:

The costs associated with agency staff attending meetings and/or conferences, normally sponsored by others, where the primary purpose is the distribution of technical information are generally allowable. This would include any registration fee, meals outside of the headquarters city not included in the registration fee, motel, transportation and other items incidental to attending the meeting or conference.

V. Personal Vehicle Reimbursement:

When an agency staff person uses their own automobile to transport clients to appointments, adult day care, home visits or any other related agency business, he or she is entitled to receive compensation for the use of their personal vehicle. While the Federal cost policies do allow costs associated with this type of activity to be paid on an actual cost basis, it is generally not done for an agency staff person. The normal way to reimburse an employee for the use of their personal vehicle is with a per mile rate that the agency has established in their policies. The rate of reimbursement **must** be reasonable.

W. Agency Vehicle(s):

When an agency owns their own vehicle(s), the allowable costs are limited to the actual costs of operating the vehicle(s). The estimated costs for gas and oil purchased should be included on the budget line for Gas & Oil under the budget category Agency Vehicle(s). The oil purchases here are not those that are related to an oil change, but rather an occasional purchase of a quart of oil when checking the oil level between oil changes. When an agency vehicle is used in part for agency operations and part for personal use an adjustment should be made to exclude the portion of the cost applicable personal usage.

The cost of oil changes, tune-ups, tire rotation and other necessary costs of keeping the vehicle in good operating condition should be included on the budget line for Repairs & Maintenance under the budget category, Agency Vehicle(s). When an agency vehicle is used in part for agency operations and part for personal use an adjustment should be made to exclude the portion to the cost applicable to personal usage.

The cost applicable to registering and getting license plates (including the annual renewal of the license plates) for an agency vehicle are allowable. Those costs should be included on the budget line for License/Registration under the budget category, Agency Vehicle(s).

X. Other Transportation:

The cost associated with transporting clients via public transportation such as a bus or taxicab, through a contracted transportation service, volunteers using their own vehicles or emergency transportation provided by an ambulance (if not covered by insurance) are allowable.

Y. Bank Charges:

The reasonable cost associated with printing the agency's business checks and stop payment charges are allowable.

Z. Recruitment:

The costs incurred for "help wanted" advertising, travel costs of applicants for interviews for prospective employment (if individual is from outside the local area) and the use of an employment agency where the cost is not in excess of normal rates for such services are allowable.

AA. Production Expense:

The cost of direct labor (salary and fringe benefits); indirect labor (salary and fringe benefits of administration, clerical and supervisory personnel); raw materials, inventory, tools and other materials and supplies; and procurement and selling expenses associated with subcontract work, prime manufacturing and/or providing a service are **not** **allowable** costs. Normally these costs are incurred in a rehabilitation or training program and may be included in the agency's budget. However, all production costs included in the budget **must** be offset on the FACE SHEET under Cost Offset, because all costs incurred in the production or service activity must be recovered in the price of the product or service.

BB. Miscellaneous:

Costs, which are allowable for the agency's operations, that do not fit into any other budget category should be included in this budget category.

Allocated Administration:

On the various line items certain costs incurred in the administration of the agency's operation could not be assigned to one of the programs directly, but rather benefit all program operations. These costs can also, be called indirect costs. Therefore, it is necessary to use some basis to allocate these allowable expenses to the programs that benefit from the costs incurred. Generally, an acceptable method, which determines a rate that is designed to recover the costs, is used. Refer to the applicable Federal and State allowable cost principles to determine the rate.

Simplified Method:

Where a grantee agency's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by (1) classifying the grantee agency's total costs for the base period as either direct or indirect, and (2) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual Federal awards. The rate should be expressed as the percentage which the total amount of allowable in indirect costs bears to the base selected. This method should also be used where a governmental unit's department or agency has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to that

department or agency is relatively small.

Multiple Allocation Base Method:

Where a grantee agency's indirect costs benefit its major functions in varying degrees, such costs shall be accumulated into separate cost groupings. Each grouping shall then be allocated individually to benefited functions by means of a base, which best measures the relative benefits. The cost groupings should be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping should constitute a pool of expenses that are of like character in terms of the functions they benefit and in terms of the allocation base which best measures the relative benefits provided to each function. The number of separate groupings should be held within practical limits, taking into consideration the materiality of the amounts involved and the degree of precision needed. Actual conditions must be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefited functions. When an allocation can be made by assignment of a cost grouping directly to the function benefited, the allocation shall be made in that manner. When the expenses in a grouping are more general in nature, the allocation should be made through the use of a selected base, which produces results that are equitable to both the Federal Government and the governmental unit. In general, any cost element or related factor associated with the governmental unit's activities is potentially adaptable for use as an allocation base provided that: (1) it can readily be expressed in terms of dollars or other quantitative measures (total direct costs, direct salaries and wages, staff hours applied, square feet used, hours of usage, number of documents processed, population served, and the like), and (2) it is common to the benefited functions during the base period.

Special Indirect Cost Rates:

In some instances, a single indirect cost rate for all activities of a grantee department or agency or for each major function of the agency may not be appropriate. It may not take into account those different factors which may substantially affect the indirect costs applicable to a particular program or group of programs. The factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources employed, the organizational arrangements used, or any combination thereof. When a particular award is carried out in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to that award. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided that: (1) the rate differs significantly from the rate which would have been developed under "The Simplified Method" and "The Multiple Allocation Base Method", and (2) the award to which the rate would apply is material in amount.

BUDGET COST FORMS - EXPENSE SUMMARY SHEET
Specialized Transportation Service

PROPOSED BUDGET FOR:

(CHECK ONLY ONE) ______ Part I – Zone #1

______ Part II – Zone #2

Agency Name:	
Name of Agency Administrator:	
Agency Phone Number:	
Service(s):	
Agency Hours of Operation	

<u>PER UNIT COST CALCULATION</u>

Program Name	
	Program
Total Expenses from Page 9	
(Less): Cost Offsets*	
(=) Adjusted Total Expenses	
(+) Profit **	
(=) Allowable Costs	
(divided by) Units of Care	
(=) Cost per Unit	
Identify Type of Unit (i.e. per trip, hour)***	

*Cost Offsets include things such as in-kind *staff meals, different county funding, revenues, USDA funding, United Way Contributions, etc.*

**FOR PROFIT AGENCIES ONLY! – Please refer to Page 11 to calculate.

***On a separate piece of paper, describe in detail your unit type – definition, proposed number of units, calculation as to how you arrived at this number of units, etc.

Salary and Fringe Breakdown

Agency Name: ____ Fiscal Year: ____/____/____ Through ____/____/____

Service: ____

Employee Name **Or Position**	**Full-time (FT) or** Part-time (PT)	**Administrative**		**Program**	
		Salary	Fringe Benefits	Salary	Fringe Benefits
	Totals				

Expense Distribution Form

Agency Name: ______________________________

Name of Program ______________________________

			Administration	Program
A.	Salaries			
B.	Fringe Benefits			
C.	Workmen's Compensation Insurance			
D.	Rent			
E.	Mortgage Interest			
F.	Other Interest			
G.	Real Estate Taxes			
H.	Utilities			
I.	Telephone			
J.	Garbage			
K.	Household Supplies			
L.	Office & Professional Supplies			
M.	Repairs & Maintenance:	- Equipment		
		- Home or Building		
N.	Depreciation:	- Home or Building		
		- Equipment & Vehicle(s)		
O.	Insurance:	- Home or Building		
		- Vehicle(s)		
		- Other		
P.	Food			
Q.	Audit and/or Accounting fees			
R.	Consultant fees			
S.	Dues & Subscriptions			
T.	Licensing/Certification			
U.	Employee Training			
V.	Personal Mileage Reimbursement			
W.	Agency Vehicle(s):	- Fuel		
		- Oil/Lubricants		
		- Repairs & Maintenance		
		- License/Registration		
X.	Other transportation Costs			
Y.	Bank Charges			
Z.	Recruitment			
AA.	Production Expenses			
BB.	Miscellaneous			
		Total Expenses		
Allocated Administration by program *(see top of page 9)				
Total Expenses				

Identify method used to allocate administrative costs on page 10.

____

PROFIT CALCULATION

(1) Profit Calculation

(The total profit pursuant to the Wisconsin Department of Health and Family Services *Allowable Cost Policy Manual* cannot exceed 10% of allowable costs):

Allowable Costs	
Multiply - Profit Percentage	x .075
Profit on Allowable Costs	(a)
Plus:	
Agency Average Net Equity	
Multiply - Net Equity Percentage	**x .15**
Profit on Average Net Equity	**(b)**
Total Profit (Profit on Allowable Costs (a) + Profit on Average Net Equity (b))	

Average Net Equity Calculation

	Program	
	Balance at the Beginning period	Balance at the End Period
Cost of Equipment		
Cost of Buildings		
Cost of Land		
Less:		
Accumulated Depreciation		
Long Term liabilities		
Total Equity	(a)	(b)

Add the total equity from the beginning of the period (a) and the end of the period (b) and divide that sum by 2 to determine the average net equity for each program.

	Program
Balance at the Beginning Period (a)	
Balance at the End of the Period (b)	
	divided by 2
Average Net Equity	

APPENDIX II
FEDERALLY REQUIRED CONTRACT CLAUSES

ACCESS TO RECORDS AND REPORTS
a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)
The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BOND REQUIREMENTS
For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
It is also understood and agreed that if the bidder should withdraw any part or all

of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency's damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

BUS TESTING

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49

U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

BUY AMERICA REQUIREMENTS
The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.
Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.
Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements
The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: https://www.transit.dot.gov/buyamerica

CARGO PREFERENCE REQUIREMENTS
The contractor agrees:
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.
b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CHANGES TO FEDERAL REQUIREMENTS
Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CHARTER SERVICE
The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which

provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:
1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.
The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:
1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.
The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS
The following Federal Civil Rights laws and regulations apply to all contracts.
The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.
1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:
a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.
b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.
2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of $150,000:

Clean Air Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to

assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:
Compliance with the Contract Work Hours and Safety Standards Act.
(1) Overtime requirements. No 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 forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages

required by the clause set forth in paragraph (1) of this section.
(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the 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 and 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 paragraph (2) of this section.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT
For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

DEBARMENT AND SUSPENSION
The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in any federally assisted Award.
By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or

debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. 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 Agency deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

DOMESTIC PREFERENCES FOR PROCUREMENTS.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

FLY AMERICA

a) Definitions. As used in this clause—

1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

2) "United States" means the 50 States, the District of Columbia, and outlying areas.

3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C.

Chapter 411.
b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES
The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS
If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.
(1) The types of legal matters that require notification include, but are not limited to, a major

dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PATENT RIGHTS AND RIGHTS IN DATA
Intellectual Property Rights
This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.
The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.
For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.
1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
a. Any subject data developed under the Contract, whether or not a copyright has been obtained; and
b. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental,

or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the 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 the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
1) Procure or obtain;
2) Extend or renew a contract to procure or obtain; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
c) See Public Law 115-232, section 889 for additional information.
d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)
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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
The contractor must promptly notify the Agency, 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 Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):
1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to 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 make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING
Conditions on use of funds.
(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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.
(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.
(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
(1) Award of a Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000.
(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
(1) A Federal contract, grant, or cooperative agreement exceeding $100,000; or
(2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding $150,000,
Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
(1) A subcontract exceeding $100,000 at any tier under a Federal contract;
(2) A subgrant, contract, or subcontract exceeding $100,000 at any tier under a Federal grant;
(3) A contract or subcontract exceeding $100,000 at any tier under a Federal loan exceeding $150,000; or,
(4) A contract or subcontract exceeding $100,000 at any tier under a Federal cooperative agreement,
Shall file a certification, and a disclosure form, if required, to the next tier above.
(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:
1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or

4. Federal guidance, except as FTA determines otherwise in writing.
If Contractor violates this School Bus Agreement, FTA may:
1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.
When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.
The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SEISMIC SAFETY
The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

SIMPLIFIED ACQUISITION THRESHOLD
Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

SOLID WASTES (RECOVERED MATERIALS)
A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES
Applies to States –
a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
(1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
(2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
(3) The amount of federal assistance FTA has provided for a State Program or Project.
b. Documents - The State agrees to provide the information required under this provision in the following documents:
(1) applications for federal assistance,

(2) requests for proposals or solicitations,
(3) forms,
(4) notifications,
(5) press releases, and
(6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

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

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the 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 the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)
If the 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 Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will 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 the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.
Termination for Default (Transportation Services)
If the 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 the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will 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 the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.
Termination for Default (Construction)
If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete 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. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.
The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:
1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and

obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the 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 Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS HIRING PREFERENCE

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would 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.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the

Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide be the decision.
Performance during Dispute:
Unless otherwise directed by the agencies authorized representative, 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 a reasonable time 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 agencies authorized representative 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 State in which the Agency is located.
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 Agency 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.

OTHER RECOMMENDED CONTRACT REQUIREMENTS
CONFORMANCE WITH ITS NATIONAL ARCHITECTURE
Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS
(1) The contractor certifies that it:
(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.
SEVERABILITY
The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS
The contractor agrees that it and its employees that participate in the Recipient's Award, may not:
(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

APPENDIX III

MTU MOBLITY PLUS NO–SHOW POLICY

Revision Approved by the ADA Advisory Committee January 08, 2019

Revision Approved by the La Crosse Municipal Transit Utility January 29, 2019

La Crosse MTU understands that because MTU Mobility Plus requires trips to be scheduled in advance, riders may sometimes miss scheduled rides or forget to cancel rides they no longer need. La Crosse MTU also understands that riders may sometimes miss scheduled trips or be unable to cancel trips in a timely way for reasons that are beyond their control. However, repeatedly missing scheduled trips or failing to cancel trips in a timely manner can lead to suspension of service. The following information explains La Crosse MTU's no-show policy.

<u>Definitions: No-Show, Pickup Window, and Late Cancellation</u>

<u>No-Show</u>

A "No-Show" occurs when a passenger schedules a ride with MTU Mobility Plus and fails to take the ride without canceling the reservation. This presumes the vehicle arrives at the scheduled pickup location within the pickup window and waits at least five (5) minutes.

<u>Pickup Window</u>

The pickup window is defined as (the period of time starting 15 minutes before the scheduled pickup time and ending 15 minutes after the scheduled pickup time). Riders must be ready to board a vehicle that arrives within the pickup window. The driver will wait for a maximum of five (5) minutes within the pickup window for the rider to appear.

<u>Late Cancellation</u>

If a rider wishes to cancel a reservation, they must contact the contracted transportation provider at least 1 hour before the scheduled ride to prevent the trip from being considered a "No-Show". Also, a cancellation made at the door or a refusal to board a vehicle that has arrived within the pickup window will be considered a "No-Show".

<u>Definition: No-Shows Due to Operator Error or to Circumstances Beyond a Riders Control</u>

La Crosse MTU does not count as no-shows (or late cancellations) due to our error, such as:

<u>WHAT IS BEYOND THE RIDER'S CONTROL?</u>

There are many circumstances that may be beyond the rider's control, including but not limited to:

- Family emergency

- Illness that precluded the rider from calling to cancel
- Personal attendant or another party who didn't arrive on time to assist the rider
- Rider was inside calling to check the ride status and was on hold for extended time
- Rider's appointment ran long and did not provide opportunity to cancel in a timely way
- Another party cancelled rider's appointment
- Rider's mobility aid failed
- Sudden turn for the worse in someone with a variable condition
- Adverse weather impacted rider's travel plans, precluding the rider from cancelling in a timely way

The following circumstances will not be considered in validating a no show for a rider:
Transit agency error, which may not be counted as a rider no-show, includes but is not limited to:

- Vehicle arrived late, after the pickup window
- Vehicle arrived early, before the pickup window, and rider was not ready to go
- Vehicle never arrived
- Vehicle went to the wrong location
- Driver didn't follow correct procedures to locate the rider
- Rider cancelled in a timely way but the cancellation was not recorded correctly or wasn't transmitted to the driver in time

Riders should contact the contracted vendor customer service when experiencing no-shows or late cancellations due to circumstances beyond their control.

<u>Policy for Handling Subsequent Trips Following No-Shows</u>

When a rider is a no-show for one trip, all subsequent trips on that day remain on the schedule unless the rider specifically cancels the trips. To avid multiple no-shows on the same day, riders are strongly encouraged to cancel any subsequent trips they no longer need that day.

<u>Suspension Policies for a Pattern or Practice of Excessive No-shows and Late Cancellations</u>

PATTERN OR PRACTICE OF MISSED TRIPS BY THE RIDER

The DOT ADA regulation addresses important principles about how the ADA allows transit agencies to impose service suspensions based on passenger no-shows. The DOT ADA regulation Appendix D, which provides interpretive guidance on the regulation, states:

It is very important to note that sanctions could be imposed only for a "pattern or practice" of missed trips. A pattern or practice involves intentional, repeated or regular actions, not isolated, accidental, or singular incidents. Moreover, only actions within the control of the individual count as part of a pattern or practice.

Missed trips due to operator error are not attributable to the individual passenger for this purpose. If the vehicle arrives substantially after the scheduled pickup time, and the passenger has given up on the vehicle and taken a taxi or gone down the street to talk to a neighbor, that is not a missed trip attributable to the passenger. If the vehicle does not arrive at all, or is sent to the wrong address, or to the wrong entrance to a building, that is not a missed trip attributable to the passenger. There may be other circumstances beyond the individual's control (e.g., a sudden turn for the worse in someone with a variable condition, a sudden family emergency) that make it impracticable for the individual to travel at the scheduled time and also for the individual to notify the entity in time to cancel the trip before the vehicle comes. Such circumstances also would not form part of a sanctionable pattern or practice.

The Policy:

Riders are allowed the following no-shows and late cancellation occurrences, in a six month period, before being subject to suspension;

- 1 to 14 trips per month – maximum of 2 no-shows per month
- 15 to 39 trips per month – maximum of 4 no-shows per month
- 40 to 59 trips per month – maximum of 6 no-shows per month
- 60 + trips per month – maximum of 8 no-shows per month

If a rider exceeds these limits on a monthly basis, they are then subject to the following schedule for suspension of service;

- 1st violation – letter of warning
- 2nd violation – 1-day suspension of service
- 3 or more violations – 7-day suspension of service

In all cases where service is suspended, riders will have the opportunity to appeal. When appealed, service will continue to be provided until the appeal is heard. Refer to the APPEALING PROCEDURE FOR NON-ELIGIBLE / SUSPENSION / DENIAL OF SERVICE.

Policy for Disputing Specific No-Shows or Late Cancellations

Riders wishing to dispute specific no-shows or late cancellations must do so within seven (7) business days of receiving suspension letters. Riders should contact the contracted transportation provider operations center at (xxx)-xxx-xxxx, Mon through Fri from 8am to 5 pm to explain the circumstance, and request the removal of the no-show or late cancellation.

Policy for Appealing Proposed Suspensions

Riders wishing to appeal suspensions under this policy have the right to file an appeal request, which must be in writing by letter or via email. Riders must submit written appeal requests within ten (10) business days of receiving suspension letters. Riders who miss the appeal request deadline will be suspended from MTU Mobility Plus on the date listed on the suspension notice.

All suspension appeals follow La Crosse MTU's appeal policy.

La Crosse MTU reviews all recorded no-shows and late cancellations to ensure accuracy before recording them in a rider's account.

APPENDIX IV
CITY OF LACROSSE MTU
SPECIALIZED TRANSPORTATION CONTRACT

CONTRACT NUMBER 1646-1101-00

I. PARTIES AND TERM
This contract is made and entered into this 1st day of January, 2012, by and between the City of La Crosse Municipal Transit Utility (MTU), a Wisconsin local unit of government, organized under sec. 46.2895 of Wisconsin Statutes and La Crosse County Human Services ADRC, hereinafter collectively referred to as Purchasers, and Tinytown Transit, with principal offices located at 1000 Main Street, Tinytown, WI 90210 and local business offices located at 2000 Trolley St., Somewhere, WI 55532 , authorized to do business in the State of Wisconsin, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2027, through December 31, 2031.

II. CONTACT PERSONS AND CONTRACT ADMINISTRATORS:
The persons responsible for administration of this contract will be Jason Witt, Human Services Director of La Crosse County Human Services ADRC, 300 4th Street N, La Crosse, WI, 54601 and Adam Lorentz, as Director of the City of La Crosse, Wisconsin Municipal Transit Utility (MTU) whose principal business address is 2000 Marco Drive, La Crosse, WI 54601. Provider's employee responsible for administration of this contract is John Doe, whose principal business address is 2000 Trolley Street, Somewhere, WI 55532. If either party changes its contract administrator, it will notify the other party of the name and address of the new contact person in writing within 10 days of the change.

III. PURPOSE:
It is understood that Purchasers have entered into contracts with various departments of the State of Wisconsin. The purpose of this contract is to formalize the terms and conditions of the Provider's services to eligible clients/members receiving authorized services. It is further understood that the Provider must agree to abide by all applicable provisions of the 2027 contract between the Wisconsin Department of Health Services, Division of Long-Term Care.

IV. STATUS OF PARTIES:
A. Purchasers and Provider agree that each act in an independent capacity in the performance of this contract and not as an employee or agent of the other. Provider acknowledges responsibility for collection and payment of social security and other payroll taxes and expenses associated with contracting services with Purchasers.
B. Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between the Purchasers and its successors or assigns and Provider and its successors or assigns. In entering into the Contract and in acting in compliance herewith, Provider is at all times acting and performing as an independent Provider, duly authorized to perform the acts required of it hereunder.
C. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

V. PAYMENT FOR SERVICE:
MTU agrees to pay Provider for the services provided in accordance with this contract at the rate(s) specified in Appendix 1.

A. Provider agrees to bill Purchasers by the 5th of each month, but no later than ninety (90) calendar days from the time the services were provided, unless parties agree to a longer period of time. In the case where the provider is awaiting a response from other third-party payers, the provider shall submit the bill to the Purchasers within forty-five (45) days from getting a response from all third-party payers, but within a year from the date the service was provided. All billings and/or report of outstanding expenses shall be submitted to Purchasers no later than January 31st of the following year to be considered for payment. This report of outstanding expenses should include any claims that are still outstanding and/or waiting for a response from other third-party payers, that could possibly be billed to the Purchasers.

B. Claims will be submitted on forms deemed appropriate by Purchasers as documentation of services provided. If applicable, Provider agrees to bill and collect payment from other third-party payers (Medicare, insurance, other health liability) prior to submitting bills to Purchasers. Purchasers will in this case be the payers of last resort.

C. For services performed under this contract and provided to an eligible client, the Provider agrees to accept payments made by the Purchasers and/or any third party payers as payment in full and will not bill clients, Department of Workforce Development (DWD), Department of Health Services (DHS) or the Department of Children and Families (DCF) for amounts not fully paid by the Purchasers, **unless a co-pay is required as specified in Appendix 1**. This provision continues in effect even if the Purchasers becomes insolvent.

D. Purchasers shall reject any claim that does not include the elements of a clean claim. Purchasers shall send the rejected claim back to the Provider for correction.

E. Clean claims are those claims that are submitted to the Purchasers which are completely and correctly filled out, and do not require correction, editing or resubmission by the claiming agency (Provider). In addition to the elements of a clean claim, a clean claim means one that can be processed without obtaining additional information from the provider or from a third party. Clean Claim further includes a claim with errors originating in a state's claim's system. It does not include a claim from a provider who is under investigation for fraud or abuse, or a claim under review for medical necessity or any claim for payment that is disputed by the Purchaser. Elements of a clean claim are as follows:
   a. Client Name
   b. Number of units of service provided by day or by month.
   c. Total fee
   d. Amount paid by third party payer (if applicable)
   e. Net fee
   f. Dates of Service (one calendar month on an invoice)
   g. If applicable, HSRS item codes (this number is listed as the SPC Code on the Service Authorization).
   h. Contract Rate

VI. RECORDS AND REPORTING:

A. The Provider shall maintain such records and financial statements as required by Local, State and Federal laws, rules and regulations. Provider shall retain all records pertaining to the service provided to the Purchasers for not less than seven years.

B. Individuals shall have access to their records in accordance with applicable state or federal law. Provider shall use its best efforts to make records available to eligible clients or their authorized representatives within ten (10) working days of the record request.

C. Provider shall have procedures to provide for the prompt transfer of records and exchange of information to Purchasers and other providers for the purposes of managing the eligible client's medical and long-term care and providing referral services.

D. The use or disclosure, as well as access to, any information by any party concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchasers' responsibilities under this contract is prohibited except with the informed, written consent of the person or their legal guardian.

E. The Provider shall comply with the reporting requirements of Purchasers. All reports shall be in the format specified by the Purchasers.

F. Provider shall maintain and, upon request, furnish to Purchasers any information requested by Purchasers relating to the quality and quantity of services covered by this contract.
G. Provider shall maintain written description of care and service verification, including the dates of services performed for all the purchased services rendered, as specified by Purchasers. Provider shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the services provided.
H. Provider agrees to maintain and preserve its accounting and other financial management records pertaining to this contract in a form and manner consistent with all applicable state and federal laws and principles of proper accounting and financial management.
I. If the Provider subcontracts any part of this Contract, the Provider is responsible for fulfillment of the terms of the Contract and shall give prior notification of such subcontracting to the Purchasers for approval.
J. Provider agrees to provide a copy of any record produced or collected as a result of this Contract to the Purchasers, upon request, to enable Purchasers to comply with any request under the Wisconsin Public Records Law.

VII. CIVIL RIGHTS COMPLIANCE

A. Provider agrees to comply with all non-discrimination requirements and all applicable affirmative action and civil rights compliance laws and regulations, both state and federal, including those listed at https://www.dhs.wisconsin.gov/civil-rights/index.htm.
B. Documentation demonstrating compliance with this article will be available for review and submission upon request of Purchaser.

VII CLAIMS DISPUTE, APPEALS AND GRIEVANCES:

A. Purchaser will furnish all provider information regarding the provider appeals process at time of contracting and through provider materials posted on Purchaser's external website. Material will also be sent to provider upon request.
B. If Provider wishes to dispute a claim denial or claims payment, it may request that the Purchasers reconsider its action by filing a written request with the County Human Services Financial Manager or the City's Transit Manager within sixty (60) calendar days of Purchasers' initial denial of partial payment. Provider may appeal Purchasers' reconsideration decision or failure of the Purchasers to respond within forty-five (45) days of a reconsideration request, by filing a written request to the DHS, DCF or DWD within sixty (60) days of the Purchasers' final decision or failure to respond. In filing a request for reconsideration or appeal, Provider shall clearly mark it as an "appeal" and indicate the Provider's name and address, date of service, date of billing, date of rejection, and reasons for Provider's request for reconsideration or appeal.
C. Purchasers shall be notified in writing of all written complaints filed against the Provider. Provider agrees to fully cooperate with Purchasers in researching and resolving complaints and grievances regarding Provider's services. Such cooperation will include furnishing information to Purchasers within fifteen (15) working days of its request. If the Provider does not meet the fifteen (15) working day requirement, the Provider must explain why and indicate when the records will be provided. Purchasers shall inform the Provider in writing with their understanding of the resolution of the complaint.

IX. ACCESS TO SERVICES, PREMISES AND RECORDS:

A. Provider must not create barriers to access of necessary services by any requirements it imposes. At Purchasers' request, Provider will submit to Purchasers any policies and procedures it develops that are material to providing services so that Purchasers are able to assure that barriers are not created. Provider must offer hours of operation that are no less than the hours of operation offered to commercial members or comparable to Medicaid fee-for-service members, if the provider serves only Medicaid members.

B. Provider insures that services will be conducted in compliance with federal and state Civil Rights Compliance regulations. The United States Department of Justice and/or the State of Wisconsin retain the right to seek the enforcement of these regulations.

C. Provider shall allow duly authorized representatives of the Purchasers, State of Wisconsin, Federal Government, and/or Federal Transit Administration (FTA) during normal business hours, access to its premises to inspect, audit, monitor or otherwise evaluate the performance of Provider and its subcontractors, if any.

D. In the event access is requested, Provider shall make staff available to assist in the audit or inspection effort and provide adequate space on the premises to reasonably accommodate personnel. All inspections and audits will be conducted in a manner that will not unduly interfere with the performance of the Provider's activities.

E. Purchasers and duly authorized state and federal representatives shall have the right upon request to inspect, examine, or copy records, including individual records, pertaining to this contract and maintained by the Provider.

F. Provider shall permit appropriate representatives of the Purchasers to have timely access to the Provider's records and financial statements as necessary to review Provider's compliance with contract requirements for the use of the funding.

X. WITHHOLDING:

A. Purchasers may withhold any payments otherwise due Provider if Provider fails to perform in accordance with this contract, and may hold the payments until Provider corrects its failure to perform.

B. Purchasers may withhold any new authorizations and/or admissions if Provider is found to be in violation of this contract

XI. LIABILITY OF PURCHASERS:

Purchasers and Provider acknowledge that Purchasers have legal liabilities under its contract with various State and Federal agencies/FTA and that nothing herein shall relieve, or be construed to relieve, Purchasers of its obligations under those contracts. Any term in this contract that is later determined to be inconsistent with Purchasers' obligations under its contract with the above stated agencies/FTA, or that in any way terminates Purchasers' legal liability to the above stated agencies/FTA, shall become null and void.

XII. LICENSURE AND CERTIFICATION:

A. If applicable, Provider shall maintain required licensure, certification, and/or accreditation during the term of this contract and <u>provide evidence of such to Purchasers upon execution of this contract</u>.

B. Provider shall immediately notify Purchasers of any changes or threatened changes to its Medicaid certification/licensure or other certification or accreditation.

XIII. EXCLUSION FROM STATE AND FEDERAL HEALTH CARE PROGRAMS:

Both parties represent and warrant that Provider and Purchasers and their owners and employees are not excluded from participation, in any Federal health care programs, as defined under 42 U.S.C. S. 1320a-7b(f), or any form of state Medicaid program, and to each party's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other party of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it. Both parties shall have the right to immediately terminate this contract upon learning of any such exclusion and shall be kept appraised by the other party of the status of any such investigation.

XIV. QUALITY ASSURANCE/QUALITY IMPROVEMENT PROGRAMS

A. Provider agrees to participate to the extent requested by Purchasers in Purchasers' quality assurance/quality improvement programs and procedures.
B. The Provider will work collaboratively with Purchasers to develop a program evaluation plan for continued improvement in the service delivery area.
C. Provider shall meet reporting requirements imposed by Purchasers for the purposes of reviewing and auditing Provider's performance under this contract and Purchasers' performance under its contracts with State and Federal agencies and FTA. Specifically, Provider shall timely provide all utilization data, in the agreed upon format by Purchasers, which is requested by Purchasers related to Provider's quality assurance/quality improvement programs and utilization review.

XV. SAFETY:

A. Provider attests to meeting applicable OSHA requirements and similar state and federal laws. If requirements and laws conflict, Provider attests to meeting the most stringent.
B. Provider is to comply, in a timely fashion, about any safety concerns regarding vehicles, equipment and drivers. Any deficiencies are to be corrected immediately.

XVI. INDEMNIFICATION:

The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchasers, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents and/or subcontractors which may arise out of or are connected with the activities covered by this Contract. Providers indemnification and hold harmless obligations shall not apply to the extent any loss, damages, suits, penalties, costs, liabilities and expenses arise from or are solely caused by the negligence or willful misconduct of a Purchaser. Provider shall indemnify and hold Purchasers harmless from any award of damages and costs against Purchasers for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Contract. Provider acknowledges that Purchasers are entitled to certain statutory limitations and immunities under Wisconsin law as Wisconsin local units of government or a department or utility of a Wisconsin local unit of government. Provider further understands the Purchasers do not waive any such limitation and immunities. This indemnity provision shall survive the termination or expiration of this agreement.

XVII. INSURANCE

A. Provider agrees that in order to protect itself as well as ADRC, INCLUSA, and the City, MTU, its officers, Boards, and employees under the indemnity provisions set forth in the paragraph above, Provider will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin and name Purchasers as **an additional insured on all liability policies, but will be limited to claims or liability resulting from the contract**. Unless otherwise specified in Wisconsin Statutes, the types of insurance coverage and minimum amounts shall be as follows:

i. Workers' Compensation: minimum amount statutory
ii. Comprehensive general liability: $1,000,000 per occurrence and in aggregate for bodily injury and property damage
iii. Auto Liability (if applicable): $1,000,000 per occurrence and in aggregate for bodily injury and property damage
iv. Professional Liability (if applicable): minimum amount $500,000
v. Excess Liability Coverage: $2,000,000 over the General Liability and Automobile Liability Coverages.

B. Upon execution of this contract, <u>the Provider shall furnish Purchasers with written verification of the existence of such insurance required in Section XVII.A. above</u>. The

Purchasers shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Provider shall list Purchasers as additional insured on the insurance policy.

C. In the event of any action, suit, or proceedings against Purchasers upon any matter herein indemnified against, Purchasers shall within five (5) working days cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address. Purchasers shall cooperate with Provider and its attorneys in defense of any action, suit or other proceeding.

XVIII. AUDIT REQUIREMENTS (see Appendix 3 for specific requirements):

A. The Provider shall submit **one electronic** copy of an annual agency-wide or program audit to the Purchasers if the total amount of annual governmental funding through this and other contracts is $100,000 or more.

B The audit shall be in accordance with the requirements of OMB Uniform Guidance "Audits of State, Local Government, and Non-Profit Organizations" (online at www.whitehouse.gov/omb/circulars) if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit shall also be in accordance with:

-The State Single Audit Guidelines (SSAG) (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx), if the provider is a local government that meets the criteria of OMB Uniform Guidance for needing an audit in accordance with that Circular or

-Department-specific appendices of SSAG (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx)), for all other providers.

C. The Provider agrees to electronically deliver to the Purchasers **one** copy of the resultant audit report no later than 180 days after the completion of the Provider's fiscal year.

D. The Purchasers shall notify the Provider within 180 days of receipt of the audit completed by the independent auditor, whether or not the audit meets the requirements of the audit guidelines.

E. In the event that the Provider fails to have an appropriate audit performed, or fails to provide it to the Purchaser within the specified timeframes, the Purchaser will follow the appropriate steps in the Human Services Vendor Audit and Financial Reporting Policy which are:

a. A reminder email will be sent out to the provider if the audit is not received 180 days after year-end. An extension of up to 90 days may be granted at that time if the Provider submits the request in writing to La Crosse County Human Services. The extension will be granted in writing from La Crosse County Human Services to the Provider.

b. If the audit is not received by 270 (180 + 90) days after the Provider's year-end, the Provider will stop receiving payment for services until the Provider provides La Crosse County Human Services with an engagement letter from their auditor. At the time La Crosse County Human Services receives the engagement letter from the Provider, payment for services will resume and back payments that were held will be made within 45 days.

c. If the Provider's audit report is not received by 360 (270 + 90) days after the Provider's year-end, the provider will stop receiving payment for services until the Provider provides La Crosse County Human Services with the audit report. If the Provider has not provided La Crosse County Human Services with an engagement letter from an auditor, La Crosse County Human Services will evaluate whether to hire an auditor to perform the Provider's audit. The payments being held will be used to pay the auditor for the audit, not to exceed a predetermined hourly rate multiplied by the number of hours reported by the auditor. At the time when La Crosse County Human Services receives the Provider's audit report, payment for services will resume and back payments that were held will be made within 45 days. La Crosse County Human Services will subtract the amount La Crosse County Human Services paid to the auditor from the amount owed to Provider or may serve the Provider with a 60-day written termination notice.

H. When contracting with an audit firm, Provider shall authorize its auditors to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Purchasers and the DHS/DCF/DWD/FTA. Such access shall include the right to obtain copies of work papers and computer disks, or other electronic media, upon which records/working papers are stored.
I. If Provider feels that a waiver of the audit requirement should be granted, Provider must initiate the waiver request before the Purchase of Service Contract is signed by the Provider. Providers of goods only are not required to submit an audit report.

XIX. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES:
Provider and Purchasers understand and agree that the eligibility of individuals to receive the services to be purchased under this contract from Provider will be determined by Purchasers. An individual is entitled to the right of an administrative hearing concerning eligibility and the Purchasers shall inform individuals of this right.

XX. CONDITIONS OF THE PARTIES OBLIGATIONS:
A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Wisconsin Department of Health Services, Department of Children and Families and Wisconsin Department Workforce Development shall serve to terminate this contract, except as further agreed to by the parties hereto. This contract is not assignable by Provider either in whole or in part, without the prior written consent of Purchasers.
B. Nothing contained in this contract shall be construed to supersede the lawful powers and duties of either party.
C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
D. It is further understood that this contract was awarded pursuant to a Request For Proposal, therefore, the requirements in that solicitation, along with the proposal from the Provider, shall be considered a part of this contract.
E. It is further understood, that if this contract was awarded pursuant to a Request For Proposal or Preferred Provider Solicitation Package, that the requirements in those solicitations, along with proposal from the Provider, shall be considered a part of this contract.

XXI. CONTRACT SANCTIONS, REVISIONS, RENEWAL, AND/OR TERMINATIONS:
A. In the event that Purchaser is audited and found to be in non-compliance with auditors' requirements relating to actions of the Provider (i.e. inadequate documentation, background checks, training hours, etc.), the Provider shall be held financially responsible for any cost to Purchaser as a result of auditor's findings.
B. Failure to comply with any part of this Contract may be considered cause for revision, suspension or termination.
C. Revision of this contract must be agreed to by Purchasers and Provider by an addendum signed by the authorized representatives of both parties.
D. This Contract, or any part thereof, may be renegotiated at the end of the calendar year in case of 1) a 10% increase or decrease volume of services; 2) changes required by Federal

or State law or regulations or court action; 3) monies available affecting the substance of this contract.

E. This contract may be terminated or suspended due to deficiencies in quality or quantity of services Provider shall notify Purchasers, in writing, whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchasers shall determine whether such inability will require a revision or early termination of this Contract.
F. The Purchasers may terminate the contract in part or in whole, whenever the Purchasers shall determine that such termination is in the best interest of the Purchaser. Written notice of termination under this clause shall be given to the Provider specifying the extent to which performance under the contract is terminated, and the date upon which such termination becomes effective. In the event of any termination, the Purchaser shall pay contract rates only for services delivered up to the date of termination. The Provider shall deliver to Purchaser all records, equipment, and materials owned by the Purchaser within thirty (30) days after the date of termination.
G. The Purchaser may cancel or reduce the amount of service to be rendered if such action is, in the Purchaser's determination, in the best interest of Purchaser, or should there be a lack of funding available for the service. In such an event, the Purchaser will notify the Provider(s) in writing thirty (30) days in advance of the date that such actions are to be implemented.
H. If the Provider is unable to fulfill the obligations of this contract, they shall be required to submit to the Purchaser, in writing, their intent to default on the contract at least four months (120 days) prior to the date of termination. The Purchaser shall be entitled to liquidated damages and forfeiture of all or part of any contract security or other amounts due the Provider equal to damages sustained by the Purchaser and caused by the Provider's failure to fulfill its obligations under the contract.
I. Contract Termination for Convenience

   The performance of work under the Contract may be terminated by the Purchasers in accordance with this Section in whole, or from time to time in part, whenever the Purchaser determines that such termination is in its best interest. Any such termination shall be affected by delivery to the Provider of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

   After receipt of a notice of termination, and except as otherwise directed by the MTU Transit Manager, the Provider shall: stop work under the contract on the date and to the extent specified in the notice of termination.

   Settlement of claims by the Purchasers under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 1-8.701(c), (d), (e), (f), (g), (h), (i), (j), (k) except that whenever the word "Government" appears it shall be deleted and the word "Purchasers" shall be substituted in lieu thereof.
J. Contract Termination by Mutual Agreement

   The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in this section.
K. Contract Termination for Default
   a) The Purchaser(s) may, by 10-day advance written notice of default to the Provider, terminate the whole or any part of the Contract in any one of the following circumstances:
      i. If the Provider fails to provide the services in the manner required by the Contract or in accordance with the performance standards set forth in the Contract;
      ii. If the Provider fails to perform any of the provisions of the Contract in accordance with its terms; or

iii. If the Provider fails to make progress in the prosecution of the work under the Contract so as to endanger such performance.

b) In the event that the Purchasers terminates the Contract in whole or in part Purchasers may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Provider shall be liable to the Purchaser for costs associated with the termination of the Contract, the procurement of replacement services by the Purchaser, any excess costs of such similar supplies or services, and any increase in the total Contract cost or rate as a result of the re-procurement of services from the date of termination to the expiration date of the original Contract. The Provider shall continue the performance of the Contract to the extent not terminated under the provisions of this article.

c) Except as otherwise provided, if the Purchaser determines that an event of default under this Section I, has occurred, it shall immediately notify the Provider in writing and provide the Provider with ten (10) days in which to cure such default. If the Provider fails to cure within such time frame, the Purchaser may declare the Provider to be in default and terminate the Contract in whole or in part.

d) Except as otherwise provided in Section VIII A., settlement of claims by the Provider under this termination provision shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended.

L. FORCE MAJEURE: The Provider shall not be liable for any failure to perform if acceptable evidence has been submitted to the Purchaser that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Provider. Examples of such causes include acts of God, civil disturbances, labor strikes, fire, war or floods, but does not include labor related incidents, such as work stoppages.

M. If Purchasers find it necessary to terminate the contract prior to the contract expiration date for reasons other than non-performance by the Provider, the Purchasers may compensate the Provider for an amount determined by mutual agreement of both parties.

N. In the event that the contract is terminated or not renewed by either Purchasers or Provider, the following measures will be taken to maintain the continuity of services:

a) The Provider recognizes that the services under the Contract are vital to the Purchaser and must be continued without interruption and that, upon Contract expiration or termination, another entity, either the Purchaser or another provider, may continue those services. The Provider agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperate to affect an orderly and efficient transition to the subsequent provider.

b) The Provider shall upon the Purchaser's written notice (1) furnish phase-in, phase-out services for up to 90 days after the Contract expires or terminates, and (2) negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in, phase-out service required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Purchaser's approval. The Provider shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by the Contract are maintained at the required level of proficiency.

c) The Provider shall be reimbursed for all reasonable phase-in, phase-out costs that are incurred within the agreed period after contract expiration or termination that directly result from phase-in, phase-out operations. This amount will be negotiated with an addendum to this contract prior to the provision of services.

O. The Purchasers reserves the right to cancel any contract in whole or in part without required notice and without penalty due to non-appropriation of funds by the FTA, State of Wisconsin, County of La Crosse, City of La Crosse or any other funding source.

XXII. REPLACEMENT SERVICES

A. In the event that the Provider is unable, due to a strike, work stoppage, or other event not caused by the Purchaser and not covered by **Section XXII subsection J**, to provide services in full compliance with the requirements of the Contract, then the Purchaser may, in lieu of finding the Provider in default, obtain the services of a replacement operator or provider the services with its own resources (collectively referred to as “replacement services”). The Purchaser may utilize such replacement services as a substitute for all or any part of the Provider’s services, and may maintain such replacement services in effect until the Provider is able to resume performance in full compliance with the Contract. Prior to implementing replacement service, the Purchaser shall notify the Provider in writing and provide the Provider three days in which to cure its noncompliance.

B. If the Purchaser utilizes replacement services under this Section, the Provider shall be liable to Purchaser for the actual amount by which the cost of such services exceeds the amount that would have been payable under the Contract for comparable services, including any expenses (including administrative costs) incurred by the Purchaser in soliciting and obtaining those services. During the period of any replacement services the Provider shall be compensated only for actual trips it provides.

C. Any action taken by the Purchaser pursuant to this Section in response to the Provider’s failure to perform shall not preclude the Purchaser from subsequently finding the Provider in default of the Contract for the same or any related failure to perform.

D. Within 60 days after the initiation of services under the Contract, the Provider shall develop and provide to the Purchaser a Contingency Plan to assure the continued and uninterrupted operation of services under the Contract in the event of any strike or work stoppage engaged in by the Provider’s employees. The Contingency Plan shall set forth all steps to be taken by the Provider to assure compliance with the requirement set forth in this Section, including plans for solicitation of replacement workers, hiring and training of workers, use of subcontractors, and reliance upon Provider management staff and personnel from other Provider operations.

XXIII. HIPAA COMPLIANCE

A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

B. If Provider is considered to be a “Business Associate”, as determined by the Purchasers, the Provider will receive a Business Associate Agreement under separate cover.

XXIV.APPENDICES

The following Appendices preceded by an “X” are attached and considered part of this Contract:

X Appendix 1 – Reimbursement for Authorized Services

X Appendix 2 – Audit Requirements **(due 180 days after Provider Year End)**

X Appendix 3 – Certification Regarding Debarment and Suspension (**sign & return**)

X Appendix 4 – Certification Regarding Lobbying (sign & return)

X Appendix 5 – Caregiver Background Check (sign & return)

XXV.SIGNATURES:

A. This contract is agreed upon and approved by the authorized representatives of La Crosse County and the City of La Crosse the future Provider.
B. The parties in execution of this contract certify that each has lawful authority to enter the agreement and that each has read and agreed to abide by all of its terms.
C. This contract becomes null and void if the time between the Purchasers' authorized representative signature and the Provider's authorized representative signature on this contract exceeds 60 days.

______________________________ ________________________

Tinytown Transit Date
Provider's Authorized Representative
Title:

______________________________ ________________________

Purchaser's Authorized Representative Date
Mayor of La Crosse

______________________________ ________________________

Purchaser's Authorized Representative Date
City Clerk

Purchaser's Authorized Representative Date
La Crosse County - County Board Chair

______________________________ ________________________

Purchaser's Authorized Representative Date
La Crosse County Human Services Director

APPENDIX 1(Page 1) – REIMBURSEMENT FOR AUTHORIZED SERVICES

PURCHASERS AND PROVIDER AGREE:
Reimbursement for authorized services provided to eligible clients will be determined in accordance with this Appendix.

No Minimum Requirement – It is understood and agreed by the parties that the Purchasers assumes no obligation to purchase from Provider any minimum amount of services as defined in the terms of this contract.

Method of Payment

Purchaser will reimburse Provider monthly, based on billed authorized units of service delivered, at the agreed upon rate.

Service Description	Rate	Unit	Method of Payment
City of La Crosse rate to Toytown Transit for **copay** rides in Zone 1A**.	$??.??	Per trip	1
City of La Crosse rate to Tinytown Transit for ADRC **copay** rides in Zone 1A***/****.	$??.??	Per trip	1
City of La Crosse Rate to Tinytown Transit for ADRC **copay** rides in Zone 1B***/****.	$??.??	Per trip	1

****It is agreed by Provider that Provider shall collect the $3.00 passenger Copay and credit it towards the $??.?? per trip for a new trip cost to MTU of $??.??.**

*****ADRC will reimburse the City of La Crosse MTU for trips authorized by ADRC. The reimbursement rate paid by ADRC to the City of La Crosse MTU will be $??.?? per trip for Zone 1A and $??.?? per trip for Zone 1B.**

******It is agreed by the Provider that the Provider shall collect the $??.?? ADRC passenger Copay and credit it towards the $??.?? per trip for a new trip cost to ADRC of $??.?? for Zone 1A and $??.?? For Zone 1B.**

Annual Trip Rate adjustment for current price of Fuel – The City will secure a quote for the current price per gallon for fuel each year at the end of December, with this current rate for fuel the trip rates for the following year will be adjusted up or down, depending on the current rate for fuel.

APPENDIX 2 – AGING & DISABILITY RESOURCE CENTER (ADRC) OF LA CROSSE COUNTY SECTION AUTHORIZATION PROCEDURES:

A. Provider agrees to comply with Purchaser's process to receive required prior authorization for providing the services under this contract.
B. All services provided to eligible clients under this Contract must be authorized by Purchaser prior to the delivery of services, and the total services provided each month to individual clients under this Contract may not exceed the amounts authorized by Purchaser. A written (and/or electronic) authorization for each and every service to be provided will be furnished to the service provider specifying the specific service to be provided, the amount of service (number of units) to be provided, the funding source and/or the duration of the service to be provided. Provider may <u>request</u> additional service authorization(s) (new/additional service(s)) or extensions of existing authorizations by contacting the Purchaser. <u>Requests for new/additional or extensions of existing authorizations MAY be considered by the Purchaser, but the mere factor of a request does not in any way imply that there will be any change in service level, service type or duration of service.</u> The final decision for any change or increase in services rests with the Purchaser.
C. It is understood that the final authority for determining client eligibility for service and the amount of services to be provided to individual clients rest with Purchaser and that Provider will not be reimbursed for unauthorized services provided to clients or provided in amounts that exceed those authorized for individual clients. Also, Provider will not be reimbursed for providing services to clients who have lost their eligibility for services, if such services have been provided after the Provider receives notice of loss of eligibility.
D. Provider must comply with Purchaser's Service Authorization Procedures to be reimbursed for client services provided under this contract.
E. Provider will initiate services on the date indicated in the Purchaser's Service Authorization, and will immediately report to the Purchaser any anticipated lag or delay in the provision of services.
F. Provider agrees to provide services to clients each month only in the amounts authorized by Purchaser and to accept full responsibility for the cost of any services provided by Provider that exceed the amounts authorized by Purchaser. Under no circumstances shall Provider seek payment from Purchaser, or client, for the cost of services exceeding the total amount(s) authorized under this Contract.
G. Provider agrees that services will be available to eligible clients throughout the entire period of this Contract and to accept all clients referred by Purchaser as long as Provider has capacity to serve authorized clients.
H. Provider may not transfer a client from one category of care or service to another without written authorization by the Purchaser. In case of urgent or emergency service need, telephone authorization will be permitted.
I. Purchaser reserves the right to withdraw any client from the program, service, institution or facility of the Provider at any time when in the judgment of Purchaser, it is in the best interest of Purchaser or the client to do so.
J. Purchaser shall notify its providers, if applicable, of different procedures than A-I.

APPENDIX 3 - AUDIT REQUIREMENTS

A. Provider must cooperate with the Purchaser in establishing costs for reimbursement purposes.
B. An entity that receives less than $100,000 in governmental funding is not required to have an audit of any kind.
C. Provider must maintain a uniform double entry accounting system compatible with cost accounting and control systems. (See Allowable Cost Policy Manual)
D. Providers that are required to do an audit in accordance with the department specific appendices of the State Single Audit Guidelines should also submit the following, when applicable:
   - Non-profit providers shall include a Reserve Supplemental Schedule in their audit reports and this schedule shall also be by contract or service category. Any reserves exceeding the reserve cap on the Purchaser's contract, per Wis. Stats. 46.036(5m) and 49.34(5), shall be returned to the Purchaser over a period of time mutually agreed upon by both parties, withheld from future payments, or through a future rate adjustment. The "Reserve Supplemental Schedule" will assist Provider in determining excess reserves.
   - For-profit providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract or by service category. Any profit exceeding the allowable profit on the Purchaser's contract, per Wis. Stats. 46.036(3)(c) and 49.34(5), shall be returned to the Purchaser over a period of time mutually agreed upon by both parties, withheld from future payments, or through a future rate adjustment. The "Allowable Profit Supplemental Schedule" will assist Provider in determining excess profits.

E. According to many department specific appendices of the SSAG, the requirement of audits specifically refers to care and services purchased. Therefore, providers of **goods only** are not required to submit an audit. If you are a provider of goods and services, then you may be required to submit an audit.
F. This provision does not absolve the provider from needing to meet any federal audit requirements that may be applicable or any audit requirements of other contracts.

APPENDIX 4

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(3) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". Appendix B to 45 CFR Part 76 in all lower-tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY ____ Date ____________________
(Signature of official authorized to sign)

APPENDIX 5

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(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 Section 1352, title 31, U.S. Code. 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.

By: ____ Date: __________________
(Signature of Official Authorized to Sign Application)

For: ____
Name of Provider

____
Title of Program(s)

APPENDIX 6

CAREGIVER BACKGROUND CHECKS:

A. Provider shall comply with the provisions of DHS 12, Wis. Admin Code.

B. Provider shall conduct background checks at its own expense of all employees assigned to do work, with direct client contact, for the Purchaser under this contract.

C. Provider shall conduct background checks with other states where the employee has lived, any time an employee required to have a background check, has lived out of state within the last 3 years.

D. Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Regulation and Licensing as well as out of State records, tribal court proceedings and military records.

E. Provider shall not assign any individual to conduct work under this contract who does not meet with requirement of this law.

F. Provider shall train its staff to immediately report all allegations of misconduct to their immediate supervisor, including abuse and neglect of a client or misappropriation of client's property. Staff shall also report to their immediate supervisor as soon as possible, but no later than the next working day, when they have been convicted of any crime or have been, or are being investigated by any government agency for any act or offense (DHS 12.07(1)).

G. The Provider shall notify the Purchaser, as soon as possible, but no later than the Purchaser's next business day, when any of the following occurs with regard to its personnel pursuant to DHS 12.07(2):
   a. The Person has been convicted of any crime
   b. The person has been or is being investigated by any governmental agency for any other act, offense or omission, including an investigation related to the abuse or neglect, or threat of abuse or neglect, to a child or other client, or an investigation related to misappropriation of a client's property.
   c. The person has a governmental finding substantiated against them of abuse or neglect of a client or of misappropriation of a client's property.
   d. In the case of a position for which the person must be credentialed by the department of regulation and licensing, the person has been denied a license, or the person's license has been restricted or otherwise limited.

H. Upon notification from Provider, Purchaser will follow its internal procedures.

I. Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. Purchaser may audit Provider Personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Policy.

J. After the initial background check at the time of employment, licensure or contracting, the Provider must conduct a new Caregiver Background Check every four (4) years, or at any time within that period if the Provider has reason to believe a new check should be obtained.

Provider signature certifies that it meets all applicable requirements for Caregiver Background Checks.

Title ____________________________________ Date________________________