

**2022 - 2023 GRANT AGREEMENT BETWEEN  
THE CITY OF APPLETON, VALLEY TRANSIT  
AND  
LUTHERAN SOCIAL SERVICES OF WI AND UPPER MI, INC.**

This 2022 - 2023 Grant Agreement ("Agreement") is made by and between The City of Appleton, Valley Transit, hereafter referred to as "Valley Transit," and Lutheran Social Services of WI and Upper MI, Inc., hereafter referred to as "Recipient." Valley Transit and the Recipient shall be referred to herein as the "Parties."

**PRELIMINARY STATEMENT**

Valley Transit is authorized to administer the federal Enhanced Mobility of Seniors and Individuals with Disabilities Program ("Program") under 49 USC §5310 (CFDA 20.513). The Recipient has requested funds to assist in financing project costs for their Making the Ride Happen project and Volunteer Driver project ("the Project") for the period January 1, 2022, through December 31, 2023. Valley Transit agrees to provide financial assistance for the Project with Program monies made available in accordance with the terms and conditions of this Agreement and the provisions of the Recipient's 2022 - 2023 grant application for assistance, which are made part of this Agreement by reference and attached hereto as Attachment A ("2022 - 2023 Grant Application").

In consideration of the reciprocal promises expressed in this Agreement, the Parties mutually agree as follows:

**Article I: Payment by Valley Transit**

- A. Valley Transit agrees to pay the Recipient quarterly the respective federal share of the Recipient's eligible expenses reported up to the funding level specified in Attachment B for expenses incurred during the period of January 1, 2022, through December 31, 2023, as funding for the Project.
- B. Valley Transit shall make payments to the Recipient upon receipt of the proper documentation of eligible expenses required to fund the Project.
- C. Funding for this Agreement is made available solely through federal funding through the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program (CFDA 20.513).

**Article II: Responsibility of Recipient**

- A. The Recipient shall maintain a system of accounting controls to identify, segregate, allocate, and safeguard allowable expenses and revenues for the Project. The Recipient shall also ensure that all sub-recipients and/or third-party transportation service providers comply with this requirement.

- B. Should any portion of the Project be contracted to a sub-recipient and/or a third-party transportation service provider, the Recipient agrees to pay all expenses of the transportation service as its bills become due. The Recipient also agrees to provide the local share of the Projects operating deficit as required. If the Recipient contracts for transportation service with a third-party, the Recipient shall pay the third-party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the sub-recipient and/or third-party by an amount equal to any overpayments made to the sub-recipient and/or third-party under this Agreement or under any prior operating assistance contract entered into with any party, including Valley Transit.
- C. This Agreement shall be in effect from January 1, 2022, through December 31, 2023, and payments shall be based exclusively on expenses incurred by the Project during that time period.
- D. The Recipient shall file quarterly reimbursement and performance measures reports ("Reports") within 30 days of the close of the reporting period. Other special reports ("Special Reports") may also be required by Valley Transit, which Valley Transit may request on a case-by-case basis from the Recipient as needed. The Recipient assures that all Reports and Special Reports will be submitted in a manner and form prescribed by Valley Transit.

### **Article III: Disbursements of Funds**

- A. Payment by Valley Transit to the Recipient shall be made upon the submittal of the Reports and Special Reports, if applicable, by the Recipient to Valley Transit. Said payments will be made within 30 calendar days of receipt of the Reports by Valley Transit and shall be issued by check.
- B. Valley Transit may withhold and/or refuse to pay any and all payments due and owing the Recipient should the Recipient fail to file a Report or Special Report as required pursuant to Article II above, until such time as the report is filed in the manner and form prescribed.

### **Article IV: Accounting Records and Department Audits**

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Circular A-133, its Compliance Supplement, and state single audit guidelines issued by the Wisconsin Department of Administration (DOA). Any findings from this audit that are relevant to the use of Federal Transit Administration (FTA) funds shall be brought immediately to the attention of Valley Transit by the Recipient.
- B. The Recipient, any sub-recipients and/or third-party and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses and cost allocations related to the Recipient for inspection by Valley Transit or its designee during normal business hours in their respective offices, for a period of three years following final agreement payment, and shall make

said documents available to Valley Transit upon 24 hours' notice by Valley Transit to the Recipient. The Recipient shall be responsible for insuring the compliance of all sub-recipients and/or third-parties and affiliates with this provision.

- C. The Recipient shall permit Valley Transit, the Comptroller General of the United States, and the Secretary of the U.S. Department of Transportation, or their authorized representatives, access to inspect all vehicles, facilities, and equipment acquired or used as part of the Project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records. The Recipient shall also permit access to audit the books, records, and accounts of the Recipient pertaining to the project upon 24 hours' notice by Valley Transit to the Recipient.

**Article V: Notification of Federal Participation**

The Recipient must include the following notification language of federal participation in all of its requests for proposals, solicitations, contracts, press releases, brochures, web sites, or other publications, etc., funded under this grant, based on the source of funding:

*"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. §5310 Enhanced Mobility of Seniors and Individuals with Disabilities (CFDA 20.513)."*

**Article VI: Arbitration**

Any claim, counterclaim or dispute arising out of or relating to this Agreement may, by mutual consent, be submitted to arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the State of Wisconsin.

**Article VII: Applicable Law**

This Agreement shall be governed under the laws of the State of Wisconsin. The Recipient shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

**Article VIII: Safety Requirements**

All materials, equipment, and supplies acquired through this Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and all applicable OSHA Standards.

**Article IX: Project Management**

- A. The Recipient agrees that the Project will be that as described in the 2022 - 2023 Grant Application and will be managed and operated in accordance with the provisions of the 2022 – 2023 Grant Application, which is made part of this Agreement by reference.

- B. Should the Recipient wish to modify the Project from that described in its 2022 - 2023 Grant Application, the Recipient must submit in writing to Valley Transit in a manner prescribed by Valley Transit the request for modification. The Recipient shall not act on the proposed modification unless and until approval is granted by Valley Transit and the Recipient shall continue to work on the Project per the description in its 2022 - 2023 Grant Application unless and until they receive approval from Valley Transit to modify the Project
- C. Should Valley Transit determine a proposed modification to the 2022 - 2023 Grant Application is a "substantive change" to the initial grant application, Valley Transit may, in its discretion, prepare an Amendment to this agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the Project until an appropriate amendment to this Agreement has been executed by both Parties.
- D. Should Valley Transit determine that a proposed modification to the 2022 - 2023 Grant Application is a "non-substantive change," Valley Transit may, in its discretion, authorize in writing the Recipient to implement the change, and a formal amendment to this Agreement shall not be required.

**Article X: City Approval of Procurements and Contracts**

- A. The Recipient will be provided a copy of the Valley Transit Procurement Manual. All rules within the manual must be followed when making any purchases.
- B. Before purchasing services or capital items from a third-party with funds from this grant, the Recipient must contact Valley Transit in order to determine the best way to proceed with a state and federally compliant procurement. An overview of these procedures is available on the Wisconsin Department of Transportation web site at:  
<https://wisconsindot.gov/Pages/doing-bus/purchasing/prchsg-ovrvw/default.aspx>
- C. The Recipient must obtain Valley Transit approval for pre-solicitation and post-solicitation procurement activities as follows:
  - i. Recipient Notification to Valley Transit of Intent to Purchase. The Recipient must notify Valley Transit in writing of its intention to purchase the service or item. Such notification should include the funding source (i.e., grant number) by which the Recipient intends to fund the purchase as well as assurances that the proposed procurement will follow all relevant federal and state purchasing rules and procedures.
  - ii. Valley Transit Notification to Recipient to Make Award. As requested by Valley Transit, the Recipient will provide to Valley Transit written documentation of the solicitation process. Upon review, Valley Transit will issue written approval to the Recipient to make the award.
- D. The Recipient shall send to Valley Transit all draft contracts between the Recipient and any third-party vendor receiving funds under this Agreement. Valley Transit shall review such draft

contracts and determine their conformance with the provisions of this Agreement. Only upon authorization by Valley Transit shall the Recipient execute such contracts.

**Article XI: Prohibited Interests**

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of Valley Transit or of the Recipient during his or her tenure or for one year thereafter shall have any personally benefiting interest, direct or indirect, in this Agreement or the proceeds thereof.

**Article XII: Termination**

- A. Valley Transit may terminate this Agreement at any time that it determines that the Recipient or its sub-recipient and/or third-party has failed to perform in the manner called for in the Agreement or has failed to fulfill the obligations herein. Failure of the Recipient, or its sub-recipient and/or third-party, to comply with the terms and conditions of its grant application and/or the provisions of this Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Agreement for whatever reason such request to terminate is made.
- C. The Parties agree that notice of intent to terminate the Agreement shall be made in writing though "return-receipt certified mail" at least 30 calendar days prior to the proposed termination date.
- D. In the event this Agreement is terminated, Valley Transit shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.

**Article XIII: Attachments and Appendices**

Attachments A, B, and C to this agreement are incorporated herein by reference.

Witness the execution of this Agreement by the parties hereto in the manner most appropriate to each.



## Calendar Year 2022: Section 5310 Grant Program Application

### Mobility Management and Operating Assistance Grants Only

The Wisconsin Department of Transportation sponsors the federal Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program in cooperation with the Southeastern WI RPC, the East Central WI RPC, the Green Bay MPO, and the Madison Area MPO. This program provides formula funds to states and designated recipients to improve mobility for seniors and individuals with disabilities.

Do not submit an application to the BlackCat website if you are applying for a project in the Milwaukee, Madison or Green Bay urbanized areas (UZA). Application instructions for these regions can be found at:

- \* [Milwaukee UZA 5310 Program](#)
- \* [Madison UZA 5310 Program](#)
- \* [Green Bay UZA 5310 Program](#)

Eligible applicants for this portion of the 5310 program are:

- \* Private non-profit organizations
- \* Municipal or County government agencies
- \* Public transportation operators receiving a Section 5310 grant indirectly

#### Instructions:

- \* Complete gray-shaded areas on appropriate worksheets. There are multiple tabs at the bottom of the workbook that you will need to scroll through to complete. Do not modify the tab names or delete tabs that you do not use.
- \* Each project requires a budget, goals, and staffing sheet to be completed.
- \* Upload the completed workbook back into the BlackCat website under the "Applications" tab

Applications submitted after this deadline will not be evaluated.

Timeline:	
Application Released:	June 21, 2021
Applications due:	August 27, 2021
Awards Announced:	November/December, 2021
Grant Cycle Begins:	January 1, 2022
Grant Cycle Ends:	December 31, 2022

# 2022 Section 5310 PROGRAM

## Mobility Management and/or Operating Assistance Application

There are three pages in this section

### CONTACT INFORMATION

#### AGENCY/ORGANIZATION

Agency:	Lutheran Social Services of Wisconsin and Upper Michigan-Making the Ride Happen
Address:	6737 W Washington Street Suite 2275
City:	West Allis
Zip:	53214
County:	Milwaukee
FEIN Number:	39-0816846
DUNS Number:	60460730
SAM Number:	

#### PROJECT CONTACT

Name:	Holly Keenan
Title:	Mobility Manager
Address:	3003 N Richmond Street
City:	Appleton
Zip:	54911
Phone:	920-225-1740
Email:	<a href="mailto:holly.keenan@lsswis.org">holly.keenan@lsswis.org</a>

#### PAYMENT ADDRESS (if different from agency address)

Agency:	Lutheran Social Services of Wisconsin and Upper Michigan-Making the Ride Happen
Address:	P.O. Box 88730
City:	Milwaukee
Zip:	53288-0730

## SINGLE AUDIT

WisDOT is responsible for reviewing single audits of subrecipients that expend more than \$750,000 annually of federal funding from all sources, not just US DOT funds, in accordance with OMB - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 (Subpart F § 200.501). Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. **Please mark the appropriate box below with an 'X' next to the correct statement.**

Our agency expends <u>less</u> than \$750,000 in a year in federal funds from all sources. Grantees that do not meet the single audit threshold may be required to submit supporting documentation for a quarterly reimbursement request. Grantees chosen for submission will be notified prior to the quarter end for which the request is made.	
Our agency expends <u>more</u> than \$750,000 in a year in federal funds from all sources. Please indicate the date of your last single audit submission below. WisDOT staff will review the harvester.census.gov website for any program related findings and follow up with affected grantees.	X
Date of most recent single audit submission:	4/28/2021

## COORDINATION

The Federal Transit Administration (FTA) requires that projects funded under the 5310 program are derived from a “locally developed coordinated public transit-human services transportation plan”. This ensures that applicants are coordinating services with other private, public and non-profit transportation providers. Section 5310 projects must be identified by a strategy and/or action item in a county, multi-county or regional plan. This plan name, strategy/action item, and page number must be provided below.

Title of the Coordination Plan:	Outagamie County Coordinated Public/Human Service Transportation Action Plan 2019. Winnebago County Coordinated Public/Human Service Transportation Action Plan 2019. Calumet County Coordinated Public/Human Service Transportation Action Plan 2019
Strategy(ies) from which your project(s) is included as part of:	Expand Make The Ride Happen and mobility management programs in Outagamie County Provide additional funds to increase mobility management services funding, dedicated staffing efforts Planning Committee. Advocate and continue to improve local, regional and state transportation
Strategy page number(s):	(D) outagamie (B) calumet (B) (I) Winnebago (A) (B) (D) (J) (N) (O) Waupaca

## PROCUREMENTS

If you anticipate any procurements related to your projects, please list the items and their estimated value. The term procurement refers to a range of activities related to purchasing goods and services using FTA funds. Examples of different types of procurement include purchasing software, transportation services or marketing. For further procurement information, refer to the WisDOT website.

Not Applicable

## OTHER STATE AND FEDERAL FUNDING FOR TRANSPORTATION

Does your organization currently receive or have a pending application for other state and Federal Transit Administration (FTA) funding through WisDOT or directly from FTA? Examples include, but are not limited to the following transit funding programs:

Program Name	Number	Source
Urban mass transit assistance	85.20	State
Non-urban assistance	5311	Federal
Urbanized areas assistance	5307	Federal
County Specialized transportation	85.21	State
Capital assistance for specialized transportation	5310/85.22	Fed/State
Elderly tribal transportation	85.215	State

**YES or NO:** | yes

If yes, please list the funding programs and explain how the projects in this application are related to your current state/federally funded transportation projects or any pending applications for this funding. Applicants may be required to submit a cost allocation plan for items and staff that are funded with multiple grants. WisDOT will contact you if required.

85.21 Specialized transportation: LSS Make the Ride Happen is contracting with Outagamie County to administer the Volunteer Driver Program (Operating Project) referenced in the section 5310 Application. In addition, 85.21 funds will cover 10% of the Mobility Manager's position included in the 5310 Mobility Management Application. The project team will also earmark 85.21 funds to meet part of the local match requirement for the Section 5310 grant.

## PROJECT LOCATION

**What is the service area of the proposed project(s)? List counties, municipalities, etc.**

Outagamie, Calumet, Winnebago Counties

**Within which Regional Planning Commission(s) is your project(s)?**

RPC 1:	East Central Wisconsin Regional Planning Commission
RPC 2:	
RPC 3:	

**If the project service area is partially or fully in a Metropolitan Planning Organization, please list.**

MPO 1:	Fox Cities (Appleton) Urbanized Area
MPO 2:	
MPO 3:	

**In which Congressional District(s) is your project located?**

CD 1:	6th District (Glenn Grothman)
CD 2:	8th District (Mike Gallagher)
CD 3:	

If your project's service area covers more RPCs, MPOs or CDs than space allows above, please list below.

## 2022 Section 5310 Application - MOBILITY MANAGEMENT BUDGET

**Instructions:** Fill in all **gray** boxes; make no changes to self-calculating boxes.

<b>APPLICANT:</b>	Lutheran Social Services of Wisconsin and Upper Michigan
-------------------	--

Line Item	Total Budget (including in-kind match from next column)	In-Kind Match Portion*	In-Kind Match Source / Notes on Line Item
<b>EXPENSE:</b>			
Salary/fringe (see staffing tab for instructions)	\$47,841.00		
Office space/rent	\$3,500.00		
Office Expenses (supplies, postage, telecommunications costs, computers, software lease, etc.)	\$1,515.00		
Outreach Expenses (marketing costs, meeting costs, website costs, etc.)	\$1,375.00		
Staff travel and mileage	\$415.00		
Other (specify below)	\$12,050.00		
<b>TOTAL EXPENSE</b>	<b>\$66,696.00</b>		

**LOCAL MATCH:**

In-Kind Match		\$0.00
Cash Match	\$13,339	
<b>TOTAL LOCAL MATCH</b>	<b>\$13,339.00</b>	

**REVENUE:**

<b>TOTAL REVENUE</b>	\$0.00
----------------------	--------

**NET COST:**

<b>TOTAL NET COST (Expense minus Revenue):</b>	\$66,696.00
--	-------------

**TOTAL:**

<b>TOTAL REQUEST (Net Cost minus Local Match):</b>	\$53,357.00
--	-------------

<b>REIMBURSEMENT PERCENTAGE:</b>	<b>80.00%</b>	<b>Cannot be greater than 80% (Automatically calculates)</b>
----------------------------------	---------------	--

\* In-kind amount cannot exceed total budget line amount.

Explain any expense listed in the "other" category above:

Insurance, LSS Support Services, supervisory allocations, professional fees, interest expense, General & Administrative.

## 2022 Section 5310 Application - MOBILITY MANAGEMENT STAFFING

List the staffing information for each position working on the mobility management project only. Please transfer the appropriate values to the mobility management budget page.

EXAMPLE Title of position	Name of individual*	Number of hours charged to this project	Dollar value of salary charged to this project	Dollar value of fringe charged to this project	Total salary/fringe for this project	Dollar value of in-kind match for this project	Source of in-kind match funds
EX. - Mobility Manager	STAFF NAME	2080	\$41,600	\$14,560	\$56,160	\$10,000	Agency resources
EX. - Financial Assistant	STAFF NAME	400	\$4,000	\$200	\$4,200	\$0	

Title of position	Name of individual*	Number of hours charged to this project	Dollar value of salary charged to this project	Dollar value of fringe charged to this project	Total salary/fringe for this project	Dollar value of in-kind match for this project	Source of in-kind match funds
Mobility Manager	Holly Keenan	936.00	\$21,901	\$7,555	\$29,456		
Program Manager	Erin Kraft	78.00	\$2,385.00	\$823.00	\$3,208		
Transportation Coordinator	Shannon Zwitter	520.00	\$7,956.00	\$2,745.00	\$10,701		
Transportation Coordinator	Vacant	208	\$3,328.00	\$1,148.00	\$4,476		
					\$0		
					\$0		
					\$0		
					\$0		
					\$0		
					\$0		
					\$0		
					\$47,841	\$0	

\* Volunteer costs do not require individual names and can be grouped together by activity performed.

Transfer these totals to the budget page and place in "salary/fringe" column.

## 2022 Section 5310 Application - MOBILITY MANAGEMENT GOALS

There are 2 pages in this section

**Instructions:** Fill in all **gray** boxes.

<b>APPLICANT</b>	Lutheran Social Services of Wisconsin and Upper Michigan
------------------	--

<b>PROJECT</b>	Mobility Management
----------------	---------------------

**PERFORMANCE MEASURES OUTCOMES:**

	Service Type	One-way trips	notes
<b>TRIP TYPES</b>	Volunteer driver	4,300	
	Voucher / Subsidy		
	Agency Vehicle		
	Other Trips Provided		

	Service Type	Customer Contacts	notes
<b>INFORMATION-BASED</b>	Transportation Call Center	3,150	Calls taken in call center
	Internet-based info		
	One-on-one transit training	228	VT II certification and Mobility Counseling
	Driver Training (individuals)	6	
	Materials & Marketing	150	increased marketing efforts

**PERFORMANCE MEASURES OBJECTIVES:**

*List up to four performance measures objectives that will be used to measure progress of the project each quarter.*

To add spacing between lines or paragraphs in individual sections, use **ALT + ENTER** to insert a line break or to start a new paragraph.

<b>Objective 1:</b>	Identify and develop new collaborations within the service area to enhance capacity and break down barriers for clients moving between communities, as evidenced by the number of rides provided and continued participation on relevant community based committees.
---------------------	--

<b>Objective 2:</b>	Increase public awareness of mobility options and improve access to transportation services for the public; as evidenced by the number of community presentations provided.
---------------------	---

<b>Objective 3:</b>	
---------------------	--

<b>Objective 4:</b>	
---------------------	--

# 2022 Section 5310 Application - OPERATING ASSISTANCE

There are 2 pages in this section

**Instructions:** Fill in all **gray** boxes; make no changes to self-calculating boxes.

<b>APPLICANT</b>	Lutheran Social Services of Wisconsin and Upper Michigan
------------------	--

Line Item	Total Budget (including in-kind match from next column)	In-Kind Match Portion*	In-Kind Match Source / Notes on Line Item
<b>EXPENSE:</b>			
Salary/fringe (see staffing tab for instructions)	\$75,775.00	\$32,450.00	2834 volunteer hours x \$11.45 per hour
Office space/rent	\$3,500.00		
Office Expenses (supplies, postage, telecommunications costs, computers, software lease, etc.)	\$1,575.00		
Outreach Expenses (marketing costs, meeting costs, website costs, etc.)	\$1,375.00		
Staff travel and mileage			
Purchased transportation service			
Volunteer driver reimbursements			
Transportation vouchers			
Vehicle Expenses (tires, parts, maintenance, fuel, insurance, etc.)	\$5,000.00		
Other (specify below)	\$12,050.00		
<b>TOTAL EXPENSE</b>	<b>\$99,275.00</b>		

**LOCAL MATCH:**

In-Kind Match		\$32,450.00
Cash Match	\$17,187.00	
<b>TOTAL LOCAL MATCH</b>	<b>\$49,637.00</b>	

**REVENUE:**

<b>TOTAL REVENUE</b>	\$0.00
----------------------	--------

**NET COST:**

<b>TOTAL NET COST (Expense minus Revenue):</b>	\$99,275.00
--	-------------

**TOTAL:**

<b>TOTAL REQUEST (Net Cost minus Local Match):</b>	\$49,638.00	
<b>REIMBURSEMENT PERCENTAGE:</b>	<b>50.00%</b>	Cannot be greater than 50% (Automatically calculates)

\* In-kind amount cannot exceed total budget line amount.

Explain any expense listed in the "other" category above:

Insurance, LSS Support Services, supervisory allocations, professional fees, interest expense, General & Administrative.



## 2022 Section 5310 Application - OPERATING ASSISTANCE - GOALS

There are 2 pages in this section

**Instructions:** Fill in all **gray** boxes.

<b>APPLICANT</b>	Lutheran Social Services of Wisconsin and Upper Michigan
------------------	--

<b>PROJECT</b>	Operating
----------------	-----------

**PERFORMANCE MEASURES OUTCOMES:**

	Service Type	One-way trips	notes
<b>TRIP TYPES</b>	Volunteer driver	4300	
	Voucher / Subsidy		
	Agency Vehicle		
	Other Trips Provided		

	Service Type	Customer Contacts	notes
<b>INFORMATION-BASED</b>	Transportation Call Center	3150	Call taken in call center
	Internet-based info		
	One-on-one transit training	228	Valley Transit II Cert/Mobility Counseling
	Driver Training (individuals)	6	
	Materials & Marketing	150	Increased Marketing efforts

**PERFORMANCE MEASURES OBJECTIVES:**

*List up to four performance measures objectives that will be used to measure progress of the project each quarter.*

To add spacing between lines or paragraphs in individual sections, use **ALT + ENTER** to insert a line break or start a new paragraph.

<b>Objective 1:</b>	Individuals with disabilities and those who are aging will remain active and involved in their community despite the loss of their ability to drive as evidenced by an increased percentage of adults with disabilities or those who are aging using services to address social/recreational needs: to address medical needs such as going to appointments or to the pharmacy; and to address shopping/personal business needs such as banking, going to the salon, or grocery shopping.
<b>Objective 2:</b>	Continue to develop volunteer driver base within the communities served with an emphasis on connecting those who live in rural communities surrounding the Appleton TMA. Mobility Manager and MRH staff will provide presentations to community groups in an effort to increase awareness of the existing transportation programs. The number of volunteer drivers and volunteer hours will be tracked.
<b>Objective 3:</b>	Continue development of collaborative efforts with Outagamie County Housing Authority shuttle van as well as the Helping Hands program in Hortonville as evidenced by monthly reporting done to common funding sources: Fox Cities United Way, Outagamie County Older American funding, and 85.21 funding.
<b>Objective 4:</b>	

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Lutheran Social Services of Wisconsin and Upper Michigan, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**6737 W. Washington St., Suite 2275**

6 City, state, and ZIP code  
**West Allis, WI 53214**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
3	9		0	8	1	6	8	4	6

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person *David Olyat* Date ▶ 1/4/21

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1098-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

## 2021 FTA Certifications and Assurances

CATEGORY	SUBJECT	Initial or N/A for each
A-1	Standard Assurances	<i>MN</i>
A-2	Nondiscriminatory Assurances	<i>MN</i>
A-3	Coronavirus Response and Relief Supplemental Appropriations Act and CARES Act Funding	<i>MN</i>
A-4	Procurement	<i>MN</i>
A-5	Suspension and Debarment	<i>MN</i>
A-6	Tax Liability and Felony Convictions	<i>MN</i>
A-7	Disadvantaged Business Enterprise (DBE)	<i>MN</i>
A-8	Lobbying	<i>MN</i>
A-9	Rolling Stock Buy America Reviews and Bus Testing	<i>MN</i>
A-10	Transit Asset Management Plan	<i>MN</i>

### Chief Elected or Administrative Official Statement

The undersigned chief elected or administrative official hereby certifies that the Applicant/Recipient has read and understands the Certifications and Assurances initialed in the table above and further assures that, as a condition to receiving Federal financial assistance from the Wisconsin Department of Transportation, the Applicant/Recipient will comply with the requirements as specified in the attached Certifications and Assurances.

*The person whose signature appears below is authorized to sign this assurance on behalf of the grant Applicant/Recipient. While an attorney's signature is not required, the Wisconsin Department of Transportation encourages counsel to participate in the review and signature of this document.*

<b>Grant Program:</b>	5310
<b>Grant Applicant/Recipient:</b>	Lutheran Social Services of Wisconsin and Upper Michigan, Inc.
<b>Signature of Chief Elected or Administrative Official</b>	
<b>Printed Name:</b>	Michelle Naples
<b>Date:</b>	23 August 2021

August 23, 2021

Wisconsin Department of Transportation  
Bureau of Transit, Local Roads, Rails and Harbors  
PO Box 7913  
Madison, WI 53707-7913

To Whom It May Concern:

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. hereby makes application for financial assistance in providing transportation services to seniors and individuals with disabilities. This financial assistance is being sought under the federal program authorized by U.S.C. Section 5310 and/or s. 85.22, Wis. Stats.

All documents and components that are required to be submitted as part of the application process have been completed and uploaded to the online grant management system.

We understand that our application, should it meet all state and federal requirements, will be in competition for funds and funding determined by its ranking relative to other applications. The ranking of applications will be made using criteria outlined in the application guidelines and also posted on the WisDOT website.

We affirm that the information submitted in this application is true and correct. If selected for an award, we affirm that we will comply with all applicable federal regulations.

Sincerely,



Michelle Naples  
Chief Integration Officer  
Lutheran Social Services of Wisconsin and Upper Michigan, Inc.

## Local Match Certification

## Section 5310 Grant Program Application CY 2022 / Cycle 46

Complete the following steps:

1. Fill in information for individual certifying the local match as required
2. Print
3. Sign in area indicated
4. Upload the signed document along with any necessary supporting documentation within Local Match Certification under Application Forms

### Certification of Local Match

By providing my name below, I hereby certify that the local match listed in the budget(s) is eligible for use in the 5310 program. By certifying eligibility, I agree that the local match is verifiable from the recipient's records; is not included as contributions for any other federally-assisted project or program; is necessary and reasonable for proper and efficient accomplishment of project or program objectives; is allowable under the applicable cost principles; is not paid by the federal government under another award except where authorized by federal statute to be used for cost sharing or matching; and is provided for in the approved budget.

Certified by:



Signature

Michelle Naples

Print Name

Chief Integration Officer

Title

414-246-2330

Phone Number

**UNITED WAY FOX CITIES**

**2022 and 2023 Investments**

**Lutheran Social Services of WI & Upper MI  
3003 N Richmond St Suite A  
Appleton, WI 54911**

**Investment by Program:**

Program Name	Award Year	Award Amount
Counseling Clinic	2021	\$119,544.00
Counseling Clinic	2022	\$129,287.00
Counseling Clinic	2023	\$131,872.00
Make the Ride Happen	2021	\$12,118.00
Make the Ride Happen	2022	\$13,770.00
Make the Ride Happen	2023	\$14,045.00

**Please Note:**

Designated contributions to your agency will be applied to United Way Fox Cities funded programs. You will be informed of such contributions as soon as the information is compiled.

**Impact Area Comments and Recommendations:**

Providing Basic Needs and Self-Sufficiency

The Impact Area volunteers recognize the value and importance of the Make the Ride Happen transportation services provided to the vulnerable populations in the Fox Cities area. You are commended for the strategic actions taken to adapt to the pandemic and the accomplishments achieved to continue your services to the community.

Promoting Health, Healing and Crisis Intervention

The Impact Area volunteers recognize the value and importance of the services you provide. No major issues or concerns were identified.

# Purchase of Services Contract

## Purchaser and Provider Information

**Purchaser:**  
Organization Name      Outagamie County Department of Health and Human Services  
Address                    320 South Walnut Street, Appleton, WI 54911

Name of contact person    Amie Bastian  
Telephone                    (920) 832 – 5469  
Fax                             (920) 832 – 2115  
E-mail                         [amie.bastaian@outagamie.org](mailto:amie.bastaian@outagamie.org)

**Provider:**  
Organization Name      **Lutheran Social Services of Wisconsin and Upper Michigan, Inc.**  
Address                    6737 W Washington St, Suite 2275  
                                  West Allis, WI 53215

Name of contact person    Lindsay Dahms  
Telephone                    414-246-2717  
Fax                             414-246-2524  
E-mail                         [contractadministrator@lsswis.org](mailto:contractadministrator@lsswis.org)

Provider's fiscal year  
end:  
Provider's Employer  
Identification Number:    39-0816846  
  
                                  Profit       Non-Profit

## Contract Information

**Contract Number:**            44-21-473  
**Services to be  
provided:** [detail is in        Transportation – 85.21 - MRH  
"Services to be  
Provided" section]  
**Contract period:**            January 1, 2021 – December 31, 2021  
**Maximum payment  
under this contract:**        \$ 58,173.00



**HEALTH AND HUMAN SERVICES**

AGING AND LONG TERM SUPPORT  
OUTAGAMIE COUNTY GOVERNMENT CENTER  
320 S WALNUT STREET APPLETON, WI 54911-5985  
TELEPHONE (920) 832-5178 FAX (920) 832-2113

August 4, 2021

To: Wisconsin Department of Transportation – 5310 Specialized Transportation Program

Re: Make the Ride Happen – Lutheran Social Services

To Whom It May Concern:

Outagamie County is aware that Make the Ride Happen is requesting State 5310 Grant funds to provide transportation services for Outagamie County residents outside the parameters of our current paratransit provider Valley Transit. Make the Ride Happen has provided service to the elderly and disabled population for many years in Outagamie County, and has filled the gap of transportation services successfully with the use of volunteers.

This grant request will continue to make an impact on Outagamie County residents and how they access medical services, food, education, employment, and other necessary transportation for basic needs especially in our rural areas. Having additional transportation options for the residents is vital to their well-being, especially those who are disabled and of the older generation.

Outagamie County would like to extend our support of Lutheran Social Service's Make the Ride Happen State 5310 Grant application and their efforts to meet the transportation needs of Outagamie County.

Sincerely,

Amie Bastian  
Manager of Aging and Long Term Support  
Outagamie County Health and Human Services



July 22<sup>nd</sup>, 2021

To: Wisconsin Department of Transportation – Specialized Transportation Program

Re: Grant Request, Make the Ride Happen

Dear DOT Representative:

The Aging and Disability Resource Center (ADRC) of Winnebago County was recently made aware of a grant application request being made to you on behalf of Make the Ride Happen. Make the Ride Happen will be submitting a Grant Application request for 5310 funds for the CY2022. Their goal is to provide transportation and mobility management services to Winnebago and surrounding counties.

The approval of the grant would positively impact the residents of Winnebago County and surrounding areas; specifically individuals with physical and intellectual disabilities as well as older adults. Having access to medical services, healthy foods, education, employment, and community resources will provide for overall wellness and better health outcomes.

The mission of Winnebago County ADRC *“is to empower and support seniors, people with disabilities and their families, by providing useful information and finding the help people seek so they may live with dignity and security, and achieve maximum independence and quality of life.”* Extending our support to Make the Ride Happen to access 5310 grant funds helps us further achieve our mission.

Thank you in advance for your support of Make the Ride Happen grant application.

Sincerely,

Bryn Ceman, M.S.  
Aging and Resources Program Supervisor

## **WRITTEN RESPONSES    Mobility Management**

### **Question 1: Demonstration of Need and Project Benefits**

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS), is requesting a Mobility Management grant of \$53,357 to support continued improvement and access to transportation resources for adults with disabilities and older adults from the Appleton area; services will be provided by the Make the Ride Happen (MRH) program. Lutheran Social Services is a private non-profit social service agency that offers a variety of services throughout Wisconsin and Upper Michigan.

Make the Ride Happen has enjoyed a long and successful history of coordinating Mobility Management activities that build coordination among transportation stakeholders, human service providers, and private/public transportation providers in the Appleton area. Through provision of these integrating activities, the availability of transportation options for adults with disabilities and older adults continues to increase; this increase in transportation options allows adults with disabilities to live independently and to stay connected to their communities.

In 2022/2023 the LSS Mobility Management project will focus on continuing to increase participation in and coordination of transit for seniors and individuals with disabilities in the following ways:

- The Mobility Manager will continue to participate in local transportation coordination meetings and will continue building relationships with stakeholders; these activities will serve to facilitate additional opportunities for coordination and increased awareness of the service and need in the Appleton area. The Mobility Manager will continue to work with stakeholders from throughout the Appleton area to increase buy-in related to the need for collaboration and increased coordination.
- The Mobility Manager will continue to work closely with the regional Valley Transit Mobility Management project; as new information emerges around COVID vaccine boosters for older adults and persons who may be health compromised, MRH will continue efforts to assist individuals in identifying, navigating, and coordinating transportation to vaccine sites.
- As issues related to COVID remain uncertain, while there still exists a need, the MRH Mobility Manager will continue to coordinate efforts to ensure that older adults and persons with disabilities do not experience food insecurity by coordinating meal deliveries and access to local food pantries.
- The Mobility Manager will begin collaborating with Volunteer Fox Cities (VFC) on a new program designed to provide Tech-education for older adults, assisting them in developing computer skills, understanding social media, etc. VFC has secured funding for a pilot program for adults 60+ and MRH will assist in providing transportation to the classes.
- The Fox Valley Memory Project (FVMP) was recently awarded an Administration for Community Living grant to establish additional memory café's in some rural communities as a way to address the isolation of older adults. The Mobility Manager will collaborate with FVMP to coordinate use of the MRH volunteer drivers and vehicle to transport individuals to the cafés.
- The Mobility Manager will continue to disseminate information and provide Community Education related to transportation options that serve adults with disabilities. Community Education activities are designed to increase awareness about resources in the community and to affirm the benefits of community access and involvement for all individuals. Presentations, written articles, and one-to-one contacts will be utilized.

- Increasing use and awareness of public transit by adults with disabilities and those who are aging through the use of **Individual Travel Training**. In particular, the proposed project will facilitate and/or enhance travel training in the areas served by Valley Transit (Fox Cities). The **Project Team** comprised of the Mobility Manager and three Transportation Coordinators will also promote a volunteer-based travel training program (Bus Buddy) as an additional component of this process.
- Continued analysis of individual trips provided in the Appleton area for the purpose of consolidation which will result in increased coordination and efficiency. The Mobility Manager will be able to assess the individual needs of riders whose transit requirements are more complex as well as analyzing the larger system for ways in which to increase coordination and efficiencies.
- Continued development of new collaborations among providers for the purpose of creating additional capacity or increased efficiency. In 2022, LSS' Making the Ride Happen anticipates continuing to enhance its collaborative efforts with the Outagamie County Non-Profit Affordable Housing Based Rental Services (NABHRS) Van program through sharing of resources as a way to increase capacity.
- We will continue to develop the volunteer driver program; the focus for 2022 will be on re-building (post-COVID) and continuing to increase the pool of volunteers so that additional hours of service can be added.

Data included in the 2020-2022 ThedaCare Community Health Needs Assessment (CHNA) and Implementation Plan for the Appleton area identify the following as significant needs in the target counties: The average age of residents is increasing and their needs are becoming greater; Health disparities are significant for people living in rural areas, low-income and people of color; Transportation is a significant barrier to active living and needed services, particularly in rural areas; Not everyone feels they belong in their community or have needed social supports. The Community Health Needs Assessment identified several vulnerable populations, including: older adults and those facing economic insecurity. The CHNA also revealed the following conclusions and implications: the average age of the local population is getting older – disproportionately affecting rural areas – with senior populations growing faster than the state average resulting in transportation and social isolation concerns continuing to increase; transportation is a significant barrier to healthcare access as well as social supports, particularly in rural areas; lack of transportation limits ability to get to medical and other necessary appointments and leads to isolation and reduced well-being; lack of transportation is the most significant barrier to community involvement for individuals with disabilities. Information included in the Wisconsin Department of Administration Population and Household Projects report suggests that between 2020 and 2033 the number of elderly Wisconsinites in the tri-county service area will grow from 68,290 persons over the age of 65 to 96,475 persons over the age of 65 placing a strain on current transportation systems. The proposed Mobility Management services will help to ensure that these vulnerable members of the community are able to live independently, to meet their basic needs (access to food, clothing, medical care) and to be active participants in their communities.

The proposed services provided by the Mobility Manager will raise awareness of the available transportation services and will also facilitate coordination of transportation services for adults with disabilities and older adults. The Mobility Manager will strive to ensure that persons with disabilities and seniors will have access to appropriate transportation services in order to live independent lives and to be fully integrated into their communities.

## **Question 2: Promotes Service Coordination with Others**

Due to its grass roots development and reliance on community-wide involvement, LSS's Make the Ride Happen program places coordination at the core of its mission. Since program commencement in 2004, one essential task of the project team has been to identify those individuals who fall between the cracks as related to existing transportation options in the Appleton area (including Valley Transit and its respective paratransit program) and to endeavor to find them a safe ride at a reasonable cost. Identification of those un- or underserved individuals in the community and coordination with other local providers of transportation services help the Make the Ride Happen program to ensure that services are being provided to individuals in a way that complements rather than duplicates any existing services.

One of the major ways in which Make the Ride Happen contributes to the capacity of the Appleton area to develop and implement coordinated services is through the provision of Travel Training. Travel Training can provide one-on-one support to individual clients to an effort to educate and support them in learning to access and use public transit options. This is accomplished due in part to the Travel Trainers' thorough understanding of a person's ability to travel safely and independently as well as any barriers that need to be addressed. Instruction typically involves essential travel skills, making judgments about safety and danger, managing basic life skills, knowing how to handle travel disruptions, and using appropriate social and communication skills. Valley Transit supports LSS' effort to create opportunities for more adults with disabilities to use fixed route public transit service through the Travel Training program. The two agencies work collaboratively to reach out to individuals in the local communities who could benefit from Travel Training instruction including local schools, and World Relief, an organization that helps settle new refugees in the community.

LSS ensures a coordinated effort with other local providers through participation in the MRH Advisory Board. Both partner transit systems are members of the Advisory Board as are other transportation stakeholders and/or human service organizations who serve the same populations. Participation on the Advisory Board ensures that all appropriate stakeholders are at the table and that decisions are made in keeping with the best interests of the individuals served and with a focus on eliminating any duplication of services and sharing resources whenever possible.

MRH has developed a strong cadre of partners and stakeholders including the following:

- Volunteer Center/RSVP - Recruitment, Volunteer Driver/MRH Advisory Board Member
- Calumet County ADRC - Service Provider, Human Service Programs, MRH Advisory Board
- Outagamie County ADRC - Service Provider, Rural Outagamie County and Human Services
- Winnebago County - Aging and Transportation Services; member of MRH Advisory Board
- Outagamie County Housing Authority - Outagamie County NABHRS Van program
- Valley Transit - Service Provider
- Easter Seals - Advocate for persons with disabilities and member of MRH Advisory Board
- Volunteer Driver and member of the MRH Advisory Board
- Northern Winnebago Dial-A-Ride - Service Provider /member MRH Advisory Board
- Options for Independent Living – Service Provider
- ThedaCare CHAT Team
- East Central Wisconsin Regional Planning Commission
- Greater Wisconsin Agency and Aging Resources, Inc.
- Advocap - Service Provider - Human Service Provider

The LSS MRH Mobility Manager serves as the MRH Advisory Board facilitator and ensures ongoing communication and coordination between providers and stakeholders.

### **Question 3: Financial and Technical Capabilities**

LSS has been serving individuals in need for 139 years. Last year, LSS served 614 communities throughout Wisconsin and Upper Michigan; these programs touched 23,743 lives.

Through LSS' provision of programs and services for persons with disabilities and older adults, the agency has amassed decades of experience providing transportation and related services to these populations. During FY 2020, older adults (those aged 65 and older) represented 18.96% of the individuals served by LSS and 57.26% of individuals served identified as having a disability. LSS provides residential and community-based services to individuals with disabilities and older adults across Wisconsin and transportation is an integral component in many of these services. The agency has moved from a residential model of service for individuals with disabilities to a model that embraces independent living and community-based supports; with this shift transportation has become an even more central focus for LSS and will continue to be a focus in the coming years.

LSS is a multi-service agency with staff and programs in a two-state area and as such has built the appropriate infrastructure and capacity to successfully manage multiple projects and multiple funding sources. The LSS Financial Services Department will work with local program staff to ensure that all contractual and fiduciary obligations are being met.

Required matching funds will be provided by United Way Fox Cities, Winnebago County, Outagamie County, and private donations; appropriate support documentation will be found in the attachments.

LSS successfully manages multiple Federal, State and local contracts each year. The agency has in place strict policies and procedures governing all aspects of grants management and has been administering grant funded programs for over 100 years.

Because the MRH program is designed to complement other transportation services available in the local community or to provide service where none currently exist, LSS feels confident that the proposed program objectives and outcomes demonstrate an effective use of funds. The proposed program has been developed in collaboration with local partners in an effort to provide the most comprehensive array of transportation services possible while also using limited resources for the greatest benefit of the individuals being served.

Lutheran Social Services and the Make the Ride Happen Community Advisory Board continually plan for and pursue financial resources to support programming. MRH has financial support from the Aging and Disability Resource Center in Outagamie County, Outagamie County, and United Way-Fox Cities. The team pursues grants and donations on an on-going basis.

## **WRITTEN RESPONSES: Operating Project**

### **Question 1: Demonstration of Need and Project Benefits**

Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS), is requesting an Operating grant of \$49,638 to continue to expand the volunteer driver program, increasing capacity to serve adults with disabilities and older adults in rural areas of Outagamie, Winnebago and Calumet Counties through the agency's Make the Ride Happen (MRH) program. Lutheran Social Services is a private non-profit social service agency that offers a variety of services throughout Wisconsin and Upper Michigan.

Data included in the 2020-2022 ThedaCare Community Health Needs Assessment (CHNA) and Implementation Plan for the Appleton area identify the following as significant needs in the target counties: The average age of residents is increasing and their needs are becoming greater; Health disparities are significant for people living in rural areas, low-income and people of color; Transportation is a significant barrier to active living and needed services, particularly in rural areas; Not everyone feels they belong in their community or have needed social supports. The Community Health Needs Assessment identified several vulnerable populations, including: older adults and those facing economic insecurity. The CHNA also revealed the following conclusions and implications: the average age of the local population is getting older – disproportionately affecting rural areas – with senior populations growing faster than the state average resulting in transportation and social isolation concerns continuing to increase; transportation is a significant barrier to healthcare access as well as social supports, particularly in rural areas; lack of transportation limits ability to get to medical and other necessary appointments and leads to isolation and reduced well-being; lack of transportation is the most significant barrier to community involvement for individuals with disabilities. Information included in the Wisconsin Department of Administration Population and Household Projects report suggests that between 2020 and 2033 the number of elderly Wisconsinites in the tri-county service area will grow from 68,290 persons over the age of 65 to 96,475 persons over the age of 65 placing a strain on current transportation systems. The proposed services will help to ensure that these vulnerable members of the community are able to live independently, to meet their basic needs (access to food, clothing, medical care) and to be active participants in their communities.

Operating assistance provided by a 2022 Section 5310 grant will allow LSS's Make the Ride Happen program to assist older adults and persons with disabilities in overcoming transportation barriers in the following ways:

- Continue enhanced marketing and branding efforts to ensure name recognition for the MRH program and to assist in raising awareness of services. The dedicated MRH website is live and will continue to be assessed and developed to best meet program needs. The website includes a basic transportation inventory based on indicators such as age, county of residence, etc. that allows MRH to collect user data. We have also incorporated a short intake feature that allows individuals in need of services to contact program staff. Development of these program elements will continue during the 2022 and 2023 program years.
- Recruit new volunteer drivers and increase awareness of the ride program by marketing the program through community presentations, networking, and various print and media outlets. MRH proposes to recruit 4 new volunteer drivers during the project period. Because volunteer drivers often come from a pool of retirees or individuals with part time employment, turnover rates can be high which makes recruitment an ongoing process. Additionally, MRH experienced

a decline in volunteer driver participation during the height of the COVID pandemic; we are working to restore and increase capacity of the volunteer driver pool.

- Continue to work collaboratively with Outagamie Housing Authority Non-Profit Affordable Housing Based Rental Services (NABHRS) Van service to increase use of NABHRS van. This collaboration allows MRH to provide additional rides to Outagamie residents including those adults who use a wheelchair or scooter. It is anticipated that 10 additional rides will be provided to Appleton area residents through this initiative in 2022.
- Continue to increase the number of contacts with adults with disabilities and those who are aging through the MRH Call Center by 10%; the purpose of the call center is to provide individuals and their families with comprehensive transportation information. MRH staff provides callers with detailed transportation options that they can utilize and assists them in making arrangements to meet their transportation needs. Increasing community awareness of the Call Center and its services is a key component in this effort. Due to improved tracking measures we are able to better capture the number of calls received, the duration of calls, and the reason for the call all of which help to improve service provided by the Call Center.
- Continue to utilize Assisted Rides software program to enhance volunteer driver scheduling and ride tracking in an effort to maximize program efficiencies.

The proposed services are specifically targeted to increase the awareness and availability of transportation services for older adults and persons with disabilities in the Appleton area. Information gathered from users of the service as well as program partners and key stakeholders indicates that there exists a lack of awareness related to transportation services currently available to these populations and a need to increase capacity. The proposed programming will endeavor to meet these currently unmet needs while also ensuring that some of the community's most vulnerable members are able to easily locate and avail themselves of those services necessary to meet their basic needs including access to food, clothing and medical care. MRH was able to maintain services during COVID and provided specialized transportation assistance related to accessing COVID testing and vaccines as well as delivering food and coordinating transportation to local food pantries. As we look toward the next phase in COVID recovery, MRH will remain ready to increase driver and service capacity to meet COVID-specific transportation needs for older adults and persons with disabilities.

Make the Ride Happen provides rides using volunteer drivers. The Transportation Coordinator works with more than 50 volunteers who typically donate one half-day per month to provide rides, using their own vehicle. Volunteer drivers have the option to volunteer one day per week/month or to act as an on-call driver as well as having the ability to self-assign rides through the [assistedrides.com](https://assistedrides.com) software. The Transportation Coordinator is responsible for recruiting, training and scheduling the volunteers. Screening of volunteers is done in collaboration with the Retired Senior Volunteer Program of the Volunteer Center of East Central Wisconsin and the Retired Senior Volunteer Program of ADVOCAP. The Transportation Coordinator also handles information and assistance calls in the Call Center.

## **Question 2: Promotes Service Coordination with Others**

Make the Ride Happen has always viewed coordination, collaboration, and meeting specific needs as key components of the overarching philosophy. The Section 5310 Operating project evidences these principles in several ways.

In order to augment coordination, the MRH Call Center maintains a comprehensive data base of transportation options available in the Appleton area. This data base is continually updated with newly identified options. In addition, the MRH staff members have access to the Northeastern Wisconsin Regional Transportation Access Committee data base of transportation options which is more regional in nature and provides information on a cross section of the state. These tools are important tools for MRH staff, allowing them to look at all types of transportation available and to provide the most appropriate options to individuals and their families to best meet their transportation needs.

The MRH Volunteer Driver program has been consistently increasing the number of rides provided by continuing to recruit new volunteer drivers. The rides provided through the Volunteer Driver program have added capacity to the area's array of transportation services and have created an additional option for individuals facing economic insecurity for whom the modest fees of the paratransit system are prohibitive. A trend that has been identified by MRH staff centers on the need for rides beyond the traditional business hours; MRH will continue to work to meet these needs as well as to address any new trends that may be identified.

The Make the Ride Happen Advisory Board incorporates information and discussion during its quarterly meetings. This advisory board provides a platform for discussions on coordination and a forum for developing strategies that address unmet needs. The ongoing complexities of federal/state funding for public transit systems have come to the attention of many community leaders, government officials, and to some extent the general public; this awareness has facilitated coordination efforts and has allowed for capacity building in existing programs.

MRH has developed a strong cadre of partners and stakeholders including the following:

- Volunteer Center/RSVP - Recruitment, Volunteer Driver/MRH Advisory Board Member
- Calumet County ADRC - Service Provider, Human Service Programs, MRH Advisory Board
- Outagamie County ADRC - Service Provider, Rural Outagamie County and Human Services
- Winnebago County - Aging and Transportation Services; member of MRH Advisory Board
- Outagamie County Housing Authority - Outagamie County NABHRS Van program
- Valley Transit - Service Provider
- Easter Seals - Advocate for persons with disabilities and member of MRH Advisory Board
- Volunteer Driver and member of the MRH Advisory Board
- Northern Winnebago Dial-A-Ride - Service Provider /member MRH Advisory Board
- Options for Independent Living – Service Provider
- ThedaCare CHAT Team
- East Central Wisconsin Regional Planning Commission
- Greater Wisconsin Agency and Aging Resources, Inc.
- Advocap - Service Provider - Human Service Provider

The LSS MRH Mobility Manager serves as the MRH Advisory Board facilitator and ensures ongoing communication and coordination between providers and stakeholders.

### **Question 3: Financial and Technical Capabilities**

LSS has been serving individuals in need for 139 years. Last year, LSS served 614 communities throughout Wisconsin and Upper Michigan; these programs touched 23,743 lives.

Through LSS' provision of programs and services for persons with disabilities and older adults, the agency has amassed decades of experience providing transportation and related services to these populations. During FY 2020, older adults (those aged 65 and older) represented 18.96% of the individuals served by LSS and 57.26% of individuals served identified as having a disability. LSS provides residential and community-based services to individuals with disabilities and older adults across Wisconsin and transportation is an integral component in many of these services. The agency has moved from a residential model of service for individuals with disabilities to a model that embraces independent living and community-based supports; with this shift transportation has become an even more central focus for LSS and will continue to be a focus in the coming years.

LSS is a multi-service agency with staff and programs in a two-state area and as such has built the appropriate infrastructure and capacity to successfully manage multiple projects and multiple funding sources. The LSS Financial Services Department will work with local program staff to ensure that all contractual and fiduciary obligations are being met.

Required matching funds will be provided by United Way Fox Cities, Winnebago County, Outagamie County, and private donations; appropriate support documentation will be found in the attachments.

LSS successfully manages multiple Federal, State and local contracts each year. The agency has in place strict policies and procedures governing all aspects of grants management and has been administering grant funded programs for over 100 years.

Because the MRH program is designed to complement other transportation services available in the local community or to provide service where none currently exist, LSS feels confident that the proposed program objectives and outcomes demonstrate an effective use of funds. The proposed program has been developed in collaboration with local partners in an effort to provide the most comprehensive array of transportation services possible while also using limited resources for the greatest benefit of the individuals being served.

Lutheran Social Services and the Make the Ride Happen Community Advisory Board continually plan for and pursue financial resources to support programming. MRH has financial support from the Aging and Disability Resource Center in Outagamie County, Outagamie County, and United Way-Fox Cities. The team pursues grants and donations on an on-going basis.

**STATE OF WISCONSIN  
BROWN COUNTY**

LUTHERAN SOCIAL SERVICES

3003 N RICHMOND ST

APPLETON WI 549111148

I, being duly sworn, doth depose and say I am an authorized representative of the Appleton Post Crescent, a newspaper published at Appleton, Wisconsin and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on:

Lutheran Social Services of Wisconsin and Upper MI hereby provides notice that it intends to apply to the Wisconsin Department of Transportation and urbanized area of Appleton for the following transportation projects under Section 5310 to serve seniors and individuals with disabilities in Appleton and surrounding communities:

Operating and mobility management projects

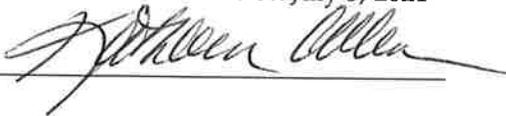
Individuals or agencies wishing to comment or receive additional information about this application should contact Holly Keenan, Mobility Manager at 920-225-1740 or Holly.keenan@lsswis.org.

Formal comments or requests for additional information must be received in writing or by email 14 days after publication.  
Run: Jun. 29, 30, Jul. 1, 2, 3, 2021  
WNAXLP

Account Number: GWM-1086984  
Order Number: 0004799595  
Total Ad Cost: \$96.47  
Published Dates: 06/29/2021, 06/30/2021, 07/01/2021  
07/02/2021, 07/03/2021

Legal Clerk

State of Wisconsin  
County of Brown  
Subscribed and sworn to before on July 3, 2021



Notary Public State of Wisconsin, County of Brown

1-7-25

My Commission Expires

# of Affidavits 1  
This is not an invoice

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

LUTHERAN SOCIAL SERVICES  
Re: Public Notice

**STATE OF WISCONSIN  
BROWN COUNTY**

LUTHERAN SOCIAL SERVICES

3003 N RICHMOND ST

APPLETON WI 549111148

Being duly sworn, doth depose and say that she/he is an authorized representative of the Oshkosh Northwestern, a daily newspaper published in the city of Oshkosh, in Winnebago County, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

Lutheran Social Services of Wisconsin and Upper MI hereby provides notice that it intends to apply to the Wisconsin Department of Transportation for the following transportation projects under Section 5310 to serve seniors and individuals with disabilities in Oshkosh and surrounding communities:

Operating and mobility management projects

Individuals or agencies wishing to comment or receive additional information about this application should contact Holly Keenan, Mobility Manager at 920-225-1740 or Holly.keenan@lsswis.org.

Formal comments or requests for additional information must be received in writing or by email 14 days after publication.

Run: Jun. 29, 30, Jul. 1, 2, 3, 2021  
WNAXLP

Account Number:GWM-1086984  
Order Number: 0004799602  
Total Ad Cost: \$64.09  
Published Dates: 06/29/2021, 06/30/2021, 07/01/2021  
07/02/2021, 07/03/2021

Legal Clerk

State of Wisconsin  
County of Brown  
Subscribed and sworn to before on July 3, 2021



Notary Public State of Wisconsin, County of Brown

1-725

My Commission Expires

# of Affidavits 1  
This is not an invoice

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

LUTHERAN SOCIAL SERVICES  
Re: Public Notice

**STATE OF WISCONSIN  
BROWN COUNTY**

LUTHERAN SOCIAL SERVICES

3003 N RICHMOND ST

APPLETON WI 549111148

I, being duly sworn, doth depose and say I am an authorized representative of the Appleton Post Crescent, a newspaper published at Appleton, Wisconsin and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on:

Lutheran Social Services of Wisconsin and Upper MI hereby provides notice that it intends to apply to the Wisconsin Department of Transportation and urbanized area of Appleton for the following transportation projects under Section 5310 to serve seniors and individuals with disabilities in Appleton and surrounding communities:

Operating and mobility management projects

Individuals or agencies wishing to comment or receive additional information about this application should contact Holly Keenan, Mobility Manager at 920-225-1740 or Holly.keenan@lsswis.org.

Formal comments or requests for additional information must be received in writing or by email 14 days after publication.

Run: Jun. 29, 30, Jul. 1, 2, 3, 2021  
WNAXLP

Account Number: GWM-1086984  
Order Number: 0004799595  
Total Ad Cost: \$96.47  
Published Dates: 06/29/2021, 06/30/2021, 07/01/2021  
07/02/2021, 07/03/2021

\_\_\_\_\_  
Legal Clerk

State of Wisconsin  
County of Brown  
Subscribed and sworn to before on July 3, 2021

\_\_\_\_\_  
*Kathleen Allen*

Notary Public State of Wisconsin, County of Brown

\_\_\_\_\_  
1-7-25

My Commission Expires

# of Affidavits 1  
This is not an invoice

**KATHLEEN ALLEN**  
Notary Public  
State of Wisconsin

LUTHERAN SOCIAL SERVICES  
Re: Public Notice

**Attachment B**  
**2022 - 2023 Section 5310 Grant Agreement**  
**LUTHERAN SOCIAL SERVICES**

<b><u>2022 Projects</u></b>	<b><u>Operating Project</u></b>	<b><u>Capital Project</u></b>
Net Project Cost:	\$85,210.00	\$53,283.00
Local Match:	\$42,605.00	\$10,577.00
Federal Program Amount	\$42,605.00	\$42,706.00

<b><u>2023 Projects</u></b>	<b><u>Operating Project</u></b>	<b><u>Capital Project</u></b>
Net Project Cost:	\$85,210.00	\$53,283.00
Local Match:	\$42,605.00	\$10,577.00
Federal Program Amount	\$42,605.00	\$42,706.00

**Attachment C**  
**2022 - 2023 Section 5310 Grant Agreement**  
**LUTHERAN SOCIAL SERVICES**

**FEDERAL TRANSIT ADMINISTRATION**  
**Federally Required Certifications and Contract Clauses**

**No Obligation by the Federal Government**

(1) The Purchaser 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 Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**Program fraud and false or fraudulent statements and related acts**

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

(1) 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.

(2) 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) 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.

**Access to Records**

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller

General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

### **Federal Changes**

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see <https://www.transit.dot.gov/grantee-resources/sample-fta-agreements/fta-master-agreement-version-28-february-9-2021> ) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Civil Rights**

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and 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, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1%. A separate contract goal has not been established for this procurement.

b. The contractor 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 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Valley Transit. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify Valley Transit, 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 Valley Transit.

### **Incorporation of FTA Terms**

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Transit requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

### **Termination Provisions**

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor 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.

(2) Termination for Default - 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, Valley Transit may terminate this contract for default. Valley Transit 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 Valley Transit.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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 Valley Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Transit, 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 49 CFR 29, Subpart C 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.

### **Resolution of Disputes, Breaches, or Other Litigation**

49 CFR Part 18  
FTA Circular 4220.1E

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Valley Transit's General Manager. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the General Manager. 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 General Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Valley Transit, 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Valley Transit and the 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 Valley Transit is located.

Rights and Remedies - The 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 Valley Transit 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.

### **Lobbying**

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

## **Clean Air**

42 U.S.C. 7401 et seq  
40 CFR 15.61  
49 CFR Part 18

(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 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **Clean Water**

33 U.S.C. 1251

(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 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## **Energy Conservation**

42 U.S.C. 6321 et seq.  
49 CFR Part 18

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.

## **Contract Work Hours & 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. *Note: According to the Department of Labor, transportation contracts are exempt.*

(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 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 (write in the name of the grantee) 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 paragraphs (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.

### **Charter Service Operations**

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR 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 under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

### **School Bus Operations**

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

### **ADA Access**

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; 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 individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

#### **Notification of Federal Participation**

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

## Lobbying Certification

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

If the undersigned is required to complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying" (see #2 above), please include Standard Form—LL with this proposal submittal.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**Compliance with Overall Federal Regulations Certification**  
**49 CFR Part 18**

The Contractor listed below hereby certifies that it shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Federal Transit Administration (FTA) Master Agreement between the City of Appleton/Valley Transit and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract. FTA contract clauses are listed in this RFP.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date