

**2024 - 2025 GRANT AGREEMENT BETWEEN  
THE CITY OF APPLETON, VALLEY TRANSIT  
AND  
LUTHERAN SOCIAL SERVICES OF WI AND UPPER MI, INC.**

This 2024 - 2025 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, 2024, through December 31, 2025. 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 2024 - 2025 grant application for assistance, which are made part of this Agreement by reference and attached hereto as Attachment A ("2024 - 2025 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, 2024, through December 31, 2025, 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, 2024, through December 31, 2025, 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 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 2024 - 2025 Grant Application and will be managed and operated in accordance with the provisions of the 2024 – 2025 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 2024 - 2025 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 2024 - 2025 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 2024 - 2025 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 2024 - 2025 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:  
<http://www.dot.wisconsin.gov/localgov/transit/procurement.htm>
- 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**

All attachments and appendices to this agreement are incorporated herein by annexation.

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

**2024 - 2025 GRANT AGREEMENT BETWEEN  
THE CITY OF APPLETON, VALLEY TRANSIT  
AND  
LUTHERAN SOCIAL SERVICES**

In witness whereof, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF APPLETON:**

By: \_\_\_\_\_  
Jacob A. Woodford, Mayor

By: \_\_\_\_\_  
Kami Lynch, City Clerk

By: \_\_\_\_\_  
Ronald C. McDonald, Valley Transit General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher Behrens, City Attorney

Provision has been made to pay the liability which will accrue under the contract.

\_\_\_\_\_  
Jeri Ohman, Director of Finance

**LUTHERAN SOCIAL SERVICES:**

By: \_\_\_\_\_

**Attachment B**  
**2024- 2025 Section 5310 Grant Agreement**  
**LUTHERAN SOCIAL SERVICES**

<b><u>2024 Projects</u></b>	<b><u>Operating Project</u></b>	<b><u>Capital Project</u></b>
Net Project Cost:	\$90,158.00	\$68,321.00
Local Match:	\$45,079.00	\$13,664.00
Federal Program Amount	\$45,079.00	\$54,657.00

<b><u>2025 Projects</u></b>	<b><u>Operating Project</u></b>	<b><u>Capital Project</u></b>
Net Project Cost:	\$90,158.00	\$68,321.00
Local Match:	\$45,079.00	\$13,664.00
Federal Program Amount	\$45,079.00	\$54,657.00

**Attachment C**  
**2024 - 2025 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 [http://www.fta.dot.gov/funding/apply/grants\\_financing\\_3162.html](http://www.fta.dot.gov/funding/apply/grants_financing_3162.html)) 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 1.18 %. 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)).

c. 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.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Valley Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

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 Transportation Director. 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 Transportation Director. 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 Transportation Director 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 or 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.

### **Conformance with ITS National Architecture**

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of

FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 etseq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA 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.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

(a) Valley Transit's Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

### **Safe Operation of Motor Vehicles. (a) Seat Belt Use.**

23 U.S.C. § 402 note, (62 Fed. Reg. 19217)

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

### **Safe Operation of Motor Vehicles. (b) Distracted Driving, Including Text Messaging While Driving.**

23 U.S.C. § 402 note, (74 Fed. Reg. 51225)

The Contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

**FTA Master Agreement (28) Section 39(b).**

Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Valley Transit must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Valley Transit is located. Valley Transit must include a similar notification requirement in its Third Party Agreements (Contractors) and must require each Contractor to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and

(3) Additional Notice to U.S. DOT Inspector General. Valley Transit must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which it is located, if Valley Transit has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Valley Transit and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of Valley Transit. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Valley Transit. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Valley Transit, including divisions tasked with law enforcement or investigatory functions.

## 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/ValleyTransit 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