

Exhibit A

2012 NEW HOPE CONTRACT

THIS CONTRACT is made and entered into by and between the City of Appleton's wholly owned transit service, Valley Transit and New Hope Center, Inc. herein referred to as New Hope (collectively referred to as the "parties").

WITNESSETH, that the parties, for the consideration stated in Article II herein agree as follows:

ARTICLE 1. SCOPE OF WORK

New Hope shall provide specialized transportation service for 2012-2015 in strict compliance with the proposal submitted by New Hope and all other documents incorporated herein by reference.

ARTICLE II. THE CONTRACT PRICE

New Hope shall be paid for its services according to the terms of this contract and subject to any additions or deductions provided herein or incorporated herein by reference.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

Attachment A – New Hope Center Shared Ride Service Contract Specifications and Request for Proposals for 2012-15

Attachment B – Original Proposal from New Hope Center

ARTICLE IV. ADDITIONAL PROVISIONS

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

Contractor shall demonstrate adequate levels of insurance as more specifically required by the Request for Proposals including providing the City of Appleton with a Certificate of Insurance naming the City of Appleton as an additional insured.

Indemnification Clause. For good and valuable consideration, New Hope agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities and services provided as described herein, caused in

whole or in part by any negligent act or omission of New Hope Center, anyone directly or indirectly employed by them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.

In witness whereof, the parties have executed this agreement on the 27th day of

June, 2012

APPROVED AS TO FORM:




JAMES P. WALSH, CITY ATTORNEY

Provisions have been made to pay the
Liability which will accrue under
The contract




LISA A. REMIKER, DIRECTOR OF FINANCE

~~CITY OF APPLETON~~
By: 

TIMOTHY M HANNA, MAYOR

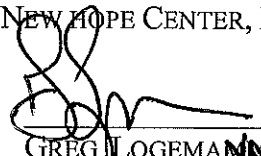
By: 

CHARLENE PETERSON, CITY
CLERK

By: 

DEBORAH WETTER,
VALLEY TRANSIT
GENERAL MANAGER

NEW HOPE CENTER, INC.



GREG LOGEMANN
CEO & PRESIDENT



RFP VT-12-002
REQUEST FOR PROPOSALS
NEW HOPE CENTER SHARED RIDE
SERVICE 2012 - 2015

PROPOSALS MUST BE SUBMITTED NO LATER THAN

1:00 PM MAY 7, 2012

LATE PROPOSALS WILL BE REJECTED

Submitting the proposal:

Identify outside of proposal as "VT-12-002 NEW HOPE CENTER SHARED RIDE SERVICE PROPOSAL". Include cost proposal in a separate sealed envelope identified as "COST PROPOSAL". Cost proposal should be marked as "ORIGINAL".

Proposers must submit, in a sealed package, one original (identify) plus 4 copies of all materials required for acceptance of their proposal on or before 1:00 PM May 7, 2012. Proposing firms are also requested to provide a CD with an electronic (.pdf) version of their proposal for ease of storage and transmittal between City stakeholders.

In lieu of a pre-proposal conference, a formal period for questions and answers will be conducted. Questions must be submitted in writing, and may be conveyed by mail or other physical delivery to the contact address below: by email to debra.ebben@appleton.or; or by fax (920) 832-1631, attn: Debra Ebben. Questions will be received no later than 4:30 p.m. CST on Monday, April 23,, 2012. Answers to the questions, as well as any addenda, or further RFP information will be posted on Valley Transit's website @www.myvalleytransit.com on the "Requests For Proposal" no later than Friday, April 27, 2012.

Proposal Packages should be addressed to:

VALLEY TRANSIT
801 S. WHITMAN AVENUE
APPLETON, WI 54914

NEW HOPE CENTER SHARED RIDE SERVICE

Request for Proposals

Valley Transit is requesting proposals to provide general shared ride transportation services in the rural areas of the service area to bring consumers to and take them home from the New Hope Center. Services include transporting consumers from home to community based jobs during the morning route with return trips coordinated into the afternoon route schedule. The service is origin to destination type shared ride service, which may include door-through-door service when required.

Valley Transit is hereinafter referred to as the "CONTRACTOR" and the responding firm is hereinafter referred to as the "PROVIDER."

INTRODUCTION

A. GENERAL INFORMATION

The CONTRACTOR is requesting proposals from qualified providers for rural shared ride transportation services for ambulatory and disabled passengers in Calumet County.

B. TERM OF CONTRACT

The contract will be for three (3) years commencing on July 1, 2012 with options to extend the contract by mutual consent for two one-year periods. The provision of this service is contingent on federal, state, and local funding sources. There will be termination clauses that can be implemented by either party, as outlined in the Federal Requirement section. Prospective contractors may submit proposals on all or part of the service.

SCOPE OF SERVICE

A. SERVICE DESCRIPTION

This type of service is general shared ride transportation service in Calumet County to bring consumers to and take them home from the New Hope Center. Services include transporting consumers from home to community based jobs during the morning route with return trips coordinated into the afternoon route schedule. The service is an origin to destination type shared ride service, which may include door-through-door service when required.

B. SERVICE AREA

The area to be served is bordered by the Calumet County borders on the south, east, and west, and generally by Highway 10 on the north. All trips are "fixed" route, which may change periodically as new consumers are added or dropped from the service by the New Hope Center. The route and mileage varies by the day of the week, as some consumers do not attend the New Hope Center every day of the week. The service is currently provided with four routes, traveling 101 miles, picking up/dropping off 70 passengers at 42 separate locations, two times per day. New clients wanting to use the service would contact Valley Transit for arrangements.

C. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICE

The PROVIDER and CONTRACTOR understand and agree that the eligibility of individuals to receive the services to be purchased under this Agreement from PROVIDER will be determined by CONTRACTOR. The service is designed for individuals who are over the age of 16 and have developmental and physical disabilities, but anyone who wants to be picked up within 4 blocks of the route can use the service as long as they understand that the termination point in the morning and the

origin point in the afternoon is New Hope Center. The CONTRACTOR may limit the type or number of rides, or hours and days of service as it deems necessary to meet budgetary constraints. An individual is entitled to the right of an administrative hearing concerning eligibility and the PROVIDER shall inform individuals of this right.

D. PROVIDER

PROVIDER must be properly licensed to provide elderly and specialized transportation service for people with disabilities and must be in compliance with all applicable federal, state, and local codes, regulations, and licensing requirements as well as all applicable state motor vehicle codes and licensing requirements. PROVIDER will provide proof of such to CONTRACTOR.

E. ACCESSIBILITY AND SECUREMENT

The service must be accessible to ambulatory, semi-ambulatory, and non-ambulatory individuals with disabilities and conform to the accessibility specifications contained in 49CFR, Part 38, Subpart B for ADA and Wisconsin 5.347.48; (2m)(b, c, and d). The CONTRACTOR can use a mix of vehicles to provide the service required under this contract including automobiles for ambulatory elderly and people with disabilities.

F. FARES

This will be a free fare service. Provider will not be expected to collect passenger fares. If the customer is not a client of New Hope or employed by New Hope, the customer will be required to purchase a ticket from Valley Transit.

G. TRAINING

The PROVIDER is responsible for driver training to include issues such as wheelchair securement, and other safety issues.

H. INSURANCE

The Provider shall, at a minimum, carry and pay the premiums for insurance of the types and in the limits of not less than the following:

1. Worker's Compensation Insurance. The Provider shall take out and maintain during the term of this proposal Worker's Compensation Insurance in accordance with Statutory requirements of the State of Wisconsin.
2. Liability Insurance. The Provider shall take out and maintain during the term of this proposal such public liability, vehicle liability, and property damage insurance as shall protect the Contractor and Provider from all claims for liability, damages, personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this proposal whether such operations be by the Provider or by another directly or indirectly employed by either of them, by naming Valley Transit, the City of Appleton, and their respective boards, officers, employees, representatives, and authorized volunteers as additional insured with respect to this program. The minimum amount of insurance shall be as follows:

a. General Liability Coverage

1) Commercial General Liability

\$1,000,000	General Aggregate
\$1,000,000	products - completed operations aggregate
\$ 1,000,000	personal injury and advertising injury
\$ 1,000,000	each occurrence limit

2) Claims made form of coverage is **not** acceptable.

- 3) Insurance **must** include:
 - a) Premises and Operations Liability
 - b) Contractual Liability
 - c) Personal Injury
 - d) Products/Completed Operations

- b. Business Automobile Coverage
 - 1) Limits - \$500,000 each person/\$500,000 each accident for Bodily Injury and \$100,000 for Property Damage
 OR
 \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
 AND
 - 2) Must cover liability for "Any auto" - including Owned, Non-Owned and Hired Automobile Liability.

- c. Workers Compensation and Employers Liability - If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state.
 - 1) Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:
 - \$100,000 Each accident
 - \$500,000 Disease policy limit
 - \$100,000 Disease - each employee

- d. Umbrella Liability
 - \$2,000,000 Umbrella Liability

The insurance specified above shall be with an acceptable insurance company authorized to do business in the State of Wisconsin and shall be taken out before work is commenced and kept in effect until all work required to be performed under the terms of this proposal is satisfactorily completed. Coverage must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. The Provider shall be given a minimum of thirty days (30) notice in the event of change or cancellation of any of the insurance requirements under this paragraph. Provider will provide Certificates of Insurance annually or at renewal to any and all of Valley Transit's funding entities that request them. The following provisions must be included:

- General Liability Coverage & Business Automobile Coverage Additional Insured should read Valley Transit, the City of Appleton, and their respective boards, officers, employees, representatives, and authorized volunteers.
- Endorsement – the Additional Insured Policy endorsement must accompany the Certificate of Insurance.
- Certificate of Insurance – a copy of the Certificate of Insurance must be on file with the City Clerk.

ADMINISTRATION

A. KEY EMPLOYEE

The Provider will assign an individual whose primary management function will be the direction of services performed by the Provider.

B. OPERATION

1. Scheduling. All program trips must be scheduled and dispatched through the Provider.

C. RECORDS, AUDIT, AND OTHER ADMINISTRATIVE REQUIREMENTS

1. Billing. Provider will invoice Valley Transit monthly for said service.

2. Record Maintenance. Provider agrees to maintain separate written records and documents during the term of the proposal and for three (3) years thereafter relating to the finances and performance of the services under this proposal. All documents, whenever possible, will be kept separate and apart from all other provider documents. These shall include records pertaining to all wages, salaries, and costs which were used as a base for computing accounts payable or items reimbursable under this proposal.

3. Audit. Accounting records and other related financial books and records shall be subject to an audit as directed by Valley Transit. Such audit shall be completed at Provider's expense and delivered to Valley Transit no later than 150 days after the end of Provider's fiscal year.

4. Access to Records. The Provider agrees that it will permit Valley Transit or its agents during regular business hours to review, inspect, examine, and copy all records pertaining to the performance of the terms and conditions of this proposal. Further, the Provider shall permit Valley Transit to review and examine its records of all other trips provided to persons with disabilities by the Provider outside of this proposal including, but not limited to, programs under Title XIX and the Department of Vocational Rehabilitation.

At the termination of the term of this proposal, Valley Transit shall have the right to examine all original records, make appropriate copies of these records and take possession of these copies.

5. Records.

a. Mileage and Trip Data. Valley Transit are required by Federal Transit Administration (hereinafter referred to as FTA) to collect certain mileage and trip data. The following information must be provided.

- Daily manifest(s) showing driver name and employee number # (if applicable), date, customer name, actual pick-up times and purpose of trip including: medical, Employment, Nutrition, Education Training, Social/Recreation, Shopping/Personal Business, or other.
- Daily mileage
- Daily revenue hours
- Itemization of trip costs

In addition, a monthly statement must be submitted by the 5th day of the month indicating the total number of trips, total operating hours, and reimbursable mileage. Any additional ridership information as required by state or federal funding sources must also be provided.

b. Financial and Performance Data. The Provider is required to keep separate written financial and performance records. These records will include all wages, salaries, and costs to be used as a base for computing Accounts Payable or Items Reimbursable. Records must be available for inspection by Valley Transit or Valley Transit's approved agent at all times upon reasonable notification. The Provider will also allow Valley Transit, on a random basis, to inspect the service for specific performance measures (*i.e.*, on time performance).

c. Employee Information. The Provider shall provide Valley Transit, upon request, with a list of all personnel who will perform services in any manner and describe how they are involved in the program.

- d. **Vehicle Information.** The Provider shall complete the National Transit Database Safety and Security and Vehicle Inventory Form. Provider shall also report revenue hours and miles and total vehicle hours and miles on a daily basis.
- e. **Procurement Policy.** Provider shall establish and maintain a procurement policy and procedures that comply with Federal procurement requirements.
- f. **Accident/Incident Information.** Provider shall report any accident/incident where any vehicle involved requires towing or any individual involved requires medical attention to Valley Transit no later than the following business day.
- g. **Public Comment.** Provider shall follow Valley Transit's public comment policies and procedures.

C. VEHICLE REQUIREMENTS

The PROVIDER shall supply, at its own expense, all vehicles required in performing the services under this agreement. A copy of the National Transit Database Safety and Security and Vehicle Inventory Form and licensing and inspection documentation for each vehicle must be on file with Valley Transit before services may be provided with by said vehicles.

The PROVIDER shall utilize an appropriate mix of vehicles as described below. The exact mix of vehicles will be submitted by the PROVIDER and approved by Valley Transit prior to beginning service.

Wheelchair-accessible Van Service: As required by 49 CFR Part 38, wheelchair-accessible vehicles must be equipped with either a ramp or lift, wheelchair securement and separate passenger lap and shoulder restraints, front or rear-facing mobility device securement positions, and all other requirements stated in Part 38 pertaining to wheelchair-accessible vans. Wheelchair-accessible minibuses or buses may also be used in this service, and those vehicles must conform to the vehicle specifications contained in Part 38. All wheelchair-accessible vehicles used in program service must be licensed with the State of Wisconsin as Human Service Vehicles (HSV), must meet all applicable standards stated and referenced in Wisconsin State DOT Administrative Rule Chapter TRANS 301 and must be initially and annually inspected by the Wisconsin State Patrol.

Vehicles used to provide this service may not be older than seven years from the original vehicle manufacture date. After a vehicle has reached six years from its manufacture date, Valley Transit will consider exceptions on an individual vehicle basis per PROVIDER request.

The PROVIDER shall be responsible for making program materials available to clients in all vehicles as necessary. Materials may include ticket order forms, customer comment forms, and passenger surveys. The PROVIDER shall post signs in vehicles as requested by CONTRACTOR.

The PROVIDER shall not sell any space or display any advertising on any vehicle used in the operation of this service without the prior approval of Valley Transit. Bumper stickers and other similar materials are specifically not allowed. The PROVIDER will distribute no literature without express prior authorization from Valley Transit. Advertising must comply with advertising standards adopted by The City of Appleton and Valley Transit.

D. VEHICLE MAINTENANCE REQUIREMENTS

The PROVIDER shall ensure that all vehicles assigned to this service meet all Local, state and Federal regulations. Copies of vehicle registrations and inspections must be sent to the Valley Transit's office at minimum once per year or upon request. Removal of any vehicle from service

under this section does not constitute a waiver of the PROVIDER's requirement to supply an equivalent replacement vehicle to provide the services required by this contract.

The PROVIDER shall be responsible for the proper use, care and maintenance of all vehicles and equipment required to adequately fulfill the responsibilities associated with the provision of paratransit services as described herein. The PROVIDER shall implement and follow its preventive maintenance program described in the RFP submittal for the duration of the agreement. The maintenance program must be fully detailed and maintained in a Maintenance Procedure Manual.

Preventive Maintenance Program: The PROVIDER is required to follow a preventive maintenance program. The preventive maintenance program, at a minimum, must conform to the vehicle manufacturer's recommended warranty and maintenance requirements for commercial use of the vehicle, and any local, State or Federal regulations, and must include record keeping for any vehicle providing paratransit services under this agreement. PROVIDERS must also develop a more detailed periodic maintenance program involving close inspection and repair/replacement of major vehicle components/systems at least annually. Such a program must be fully described in the proposal.

Pre/post Trip Inspections: The PROVIDER must establish and follow a pre-trip/post-trip inspection program involving a "walk around" exterior inspection and a "walk through" interior inspection of the vehicle before its service tour and again after it returns to the garage.

These inspections must include, at a minimum:

- Checks of all fluid levels
- Visual inspection of the belt/hoses
- Visual checks of passenger seats/wheelchair positions, securement straps, seatbelts and shoulder belts
- Test and cleaning, as required, of all lights
- Visual check and operating test of doors
- Visual check, cleaning, as required, of all windows and test of windshield wiper/washer system
- Visual inspection of all emergency equipment and operation as applicable (exits, fire extinguishers, warning devices, first aid kits, etc.)
- Rolling test of braking system
- Visual inspection and cycling of wheelchair lift
- Visual inspection and physical testing of all tires, wheels, lug nuts
- Visual check of exhaust system
- Visual inspection, cleaning as required, and adjustment of all mirrors
- Sound check of all warning systems (horn and back up alarms)
- Inspection for body damage, corrosion and normal wear and tear
- Test of radio functioning
- Climate control systems
- Hard copy manifest
- Map books
- Driver identification name plate

In addition to the defects or problems discovered in these inspections, any problems or defects detected and reported by drivers or clients while the vehicles are in service must be noted and recorded in a written defect reporting system. The system must be a formal process of recording all problems, reporting them to appropriate maintenance personnel and reporting when repairs have been completed.

A complete record of all repairs performed on each vehicle must be maintained. This information must be included in the service history of each vehicle. It is the PROVIDERs responsibility to establish arrangements for all service repairs required for compliance under this agreement. CONTRACTOR is not responsible for any service or repair claims.

The PROVIDER is required to provide, install, and maintain a voice communication system for communication with the fleet. This system must be sufficiently powerful to reach all areas of the service area. The dispatcher must be capable of contacting any vehicle at any time using this system. A system with "flat" spots in the service area is not acceptable. At no time may a vehicle be out of communication range with the dispatcher. If the radio system will not provide adequate coverage, the PROVIDER must supply a supplemental means of communication for all "dead" coverage areas.

Valley Transit or a designated representative shall, at all times, have the authority to inspect any vehicle utilized for the provision of paratransit service under this agreement. This authority shall include the ability to direct the immediate withdrawal from service of any vehicle determined by Valley Transit to be unsafe or excessively dirty. Removal of any vehicle from service under this paragraph does not constitute a waiver of the PROVIDER's requirement to supply an equivalent replacement vehicle to provide the services required by this contract.

The PROVIDER shall properly maintain operating heating and air-conditioning systems on all vehicles. Maintenance check-ups will be conducted by the PROVIDER to ensure these systems are operational at the appropriate times of the year. No vehicle shall be operated in service for longer than one day without properly functioning heating or air-conditioning systems.

Vehicles must be kept free of all accident damage (body and mechanical) and must be repaired within 30 days after such damage occurs.

Vehicle Cleanliness/Appearance: All vehicles used in provision of this service must be clean and free of all dirt and litter. Drivers and passengers will not be permitted to eat, drink, or smoke in program vehicles. The interior of each vehicle must be cleaned daily, with a thorough cleaning of the full interior at least once per week. Vehicle exteriors must be washed at least once per week, including during frigid winter months, or more frequently if needed. Valley Transit reserves the right to remove any vehicle with unacceptable appearance from service.

Through the course of the contract, Valley Transit will conduct safety audits (ride checks) in the areas of defensive driving, passenger relations, on-time performance, and scheduling. Any performance problems discovered during these audits shall be addressed by the PROVIDER to Valley Transit's satisfaction

E. PAYMENTS

Valley Transit will make monthly payments based on specific contract terms and conditions. Billings must be itemized and totaled by day showing the total cost, fares, and net cost.

GENERAL REQUIREMENTS

- A. The following requirements and conditions shall be considered an essential part of the specifications and proposal. Quotations are requested to be submitted in accordance with the requirements of the following terms and conditions and technical specifications.
- B. All Providers must conform to the final approved specifications as are included in the proposal documents.

- C. Providers must have a quality assurance program in place and shall be prepared to provide documentation of such if so requested by Valley Transit.
- D. Valley Transit is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. Valley Transit will furnish necessary exemption certificates upon request. Any fuel surcharge or any other surcharge, sales tax, use tax, imposts, revenues, excise, or other taxes which are not, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the Providers proposal, and which, by terms of the tax law, may be passed directly to Valley Transit, will be paid by Valley Transit.
- E. The price quoted in any proposal shall include all terms of items of labor, material, tools, equipment, and other costs necessary to fully complete the contract.
- F. The Provider agrees not to subcontract for any of the services it is obligated to perform under this proposal without the advance written consent of the Valley Transit.
- G. Valley Transit shall not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the same.
- H. The Provider shall be responsible for all OSHA safety requirements. Failure of the Provider to follow OSHA requirements may result in a stop work order from the Valley Transit until the violation is corrected, or termination of the contract, at the Valley Transit's option. Provider shall not be entitled to any additional compensation, over the original contract amount, or additional time to complete the project, for any delay resulting from a sanction pursuant to this section.
- I. The Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract. The Provider shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and all other persons who may be affected thereby, 2) all of the work and materials and equipment to be incorporated in the project and 3) other property at the site or adjacent thereto. The Provider shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Provider or any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Provider.
- J. Quality of Materials and Workmanship: All materials will be of good quality. Provider represents that the supplies and components to be provided under this contract are not of such age or so deteriorated as to impair their usefulness or safety. Workmanship quality will be sufficient to assure compliance with technical specifications.
- K. Communications
- Communications in connection with this contract shall be in writing and shall be delivered personally or by fax; or by telegram; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of Valley Transit and of the Provider designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.
 - Official Receipt. Communications shall be considered received at the time actually received by the addressee or designated agent.
- L. This proposal shall at all times be subject to the rules and regulations of the Wisconsin Department of Transportation (WDOT) and FTA (Federal Transit Administration) under the provisions of the Federal Transit Act of 1964, as amended.

- M. This contract is subject to a financial assistance contract between Valley Transit and the U.S. Department of Transportation - Federal Transit Administration (FTA), and this procurement will be done in accordance with their requirements.
- N. As part of the agreement to be entered between the parties, Provider agrees to indemnify, defend and hold harmless Valley Transit, the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, including attorney fees arising out of the work performed as described herein, caused in whole or in part by any negligent act or omission of the provider any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
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BID PROTEST PROCEDURES

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

- “Days” refers to the working days of the Federal Government.
- “Files” or “submit” refers to the date of receipt by Valley Transit.
- “Interested party,” means an actual or prospective bidder, subcontractor, or supplier whose direct economic interest would be affected by the award of the contract or by failure to award the contract.
- “Bid” includes the term “offer” or “proposal” as used in the context of negotiated procurements.”
- “Federal law or regulation” means the violation of any valid requirement imposed by Federal statute or regulation governing contracts awarded pursuant to a grant agreement. This includes the requirements as stated in FTA Circular 4220.1E.

Submission of Protest

Any interested party who wishes may file a protest at any point in the procurement process, evaluation, award, or post-award.

The protest must contain the name of the protestor, solicitation/contract number or description of the project, and a detailed statement of grounds for protest with any supporting documentation available. If any information is omitted or incomplete, the protestor will be notified immediately, in writing, that the specified information must be submitted within five working days if the protest is to be further considered. All protests must be submitted in writing to:

General Manager
Valley Transit
801 Whitman Avenue
Appleton, WI 54914

Time for Filing

Protests relating to the procurement solicitation must be submitted in writing no later than five (5) working days from the date of the first published advertisement.

Protests relating to the evaluation process must be submitted in writing no later than five (5) working days from the postmarked date of written evaluation correspondence sent by the General Manager to the Provider.

Protests relating to the award must be submitted in writing no later than five (5) working days from the date of the award.

Protests relating to post-award issues must be submitted in writing no later than five (5) working days from the date that the protestor verbalizes the concern to the General Manager.

Requests for reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation) or appeal to a higher level must be submitted in writing no later than seven (7) working days from the date of the initial determination.

General Manager Response

Upon receipt of a written protest, the General Manager will meet with the protestor within five (5) working days and attempt to resolve the matter informally. If information provided at the conference is to be considered in the protest decision it must be submitted in writing within three (3) days of the conference. The General Manager will respond in writing within five (5) working days of the meeting to each substantive issue raised in the written protest.

If the protestor is not satisfied and indicates an intention to appeal to the next step, the General Manager will temporarily suspend the procurement process, provided that the protest has been timely filed before award, unless it is determined that:

- the items to be procured are urgently required;
- delivery or performance will be unduly delayed by failure to make the award promptly; or
- failure to make prompt award will otherwise cause harm to Valley Transit.

Each prospective Provider will be advised of the pending protest if the protest is filed before award.

Local Appeal Procedure

If the protestor makes a timely appeal of the General Manager's decision the matter will be forwarded to the Fox Cities Transit Commission for their review. The protestor will be notified in writing of the date that the appeal will be heard.

The recommendation of the appropriate body will then be forwarded to the Appleton Common Council for ultimate local disposition of the protest.

Additional Appeals

If the protest alleges that Valley Transit has failed to follow its written bid protest procedures, the protestor may ask that FTA review the protest in accordance with FTA C 4220.1E.

If the protest alleges violation of a specific Federal requirement that provides an applicable complaint procedure, it may be submitted and processed in accordance with the provisions of that particular regulation.

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

PROPOSAL GENERAL REQUIREMENTS

Submission of Proposals. Proposals shall be submitted in accordance with the instructions found on the cover sheet of this document. Proposals submitted via fax will not be accepted. Reliance upon public carriers for

delivery of proposals is at bidder's risk. *Late proposals will not be accepted.* The cost proposal must be signed by an individual authorized to contractually obligate your firm and placed in a separately sealed envelope with its contents not disclosed or revealed elsewhere within the submitted RFP package.

Firms interested in submitting a proposal must submit one (1) original and four (4) copies by **1:00 p.m., Monday May 7, 2012**, to the following address:

Valley Transit
Debra Ebben, Administrative Services Manager
801 S. Whitman Avenue
Appleton, WI 54914

The proposal must be clearly marked on the outside of the package:

NEW HOPE CENTER SHARED RIDE SERVICE PROPOSAL

The proposals must be on file at Valley Transit no later than **Monday May 7, 2012 1:00 PM** and will be opened at that time.

Inquiries. Inquiries concerning the proposal must be submitted prior to Monday April 23, 2012 to:

Valley Transit
Debra Ebben
801 S. Whitman Avenue
Appleton, WI 54914
debra.ebben@appleton.org

Service Level. Proposals should be submitted to include the services detailed in Scope of Services, as described in the RFP submittal form.

Proposal Costs. Proposal costs must be submitted in a separate sealed envelope and submitted as shown in the RFP submittal form. All other evaluation criteria will be scored prior to opening the cost proposals.

General Requirements. To assist prospective carriers in assessing their own qualifications for purpose of this solicitation, the following is a list of some of the specific qualifications that a potential provider must have:

- Financial capability to establish and maintain service during the contracting period.
- Interest and ability to provide service to the general public, as well as the elderly and disabled.
- Ability to efficiently schedule vehicle routings for advanced reservation service, as well as to provide service on demand.
- Ability to maintain records of trips, passengers, and revenues related to the contracted service.
- Ability to secure minimum requirements for automobile and general liability insurance.
- Willingness to comply with federal and state requirements concerning equal employment opportunities, discrimination, disadvantaged business, and drug and alcohol testing.

Proposal Selection. An evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee.

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the evaluation committee reserves the right to continue the evaluation of the proposals, which most closely meet the mandatory requirements of this RFP.

Based on the evaluation of the written proposal, the evaluation committee may require additional information from the top-scoring proposers to clarify or confirm proposal information. Additional information obtained may be of any or all of the following; proposer interviews, reference reviews, proposer presentation/demonstration, on-site visits of proposer facilities.

The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the proposer. Failure of a proposer to fulfill or accommodate additional information requests from the evaluation committee may result in rejection of that proposer's proposal.

Evaluation Criteria. Each proposal will be evaluated and rated based on the following criteria:

Experience – The extent to which the firm has personnel with the necessary experience and training to perform the work.	20%
Professional Competence – The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client satisfaction.	20%
Capacity – The extent to which the firm has the ability to provide personnel, equipment and facilities to perform the scope of work.	20%
Proposals – The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the scope of the undertaking and its contribution to the transit system.	20%
Price – The competitiveness of price.	20%

Proposal Rejection. Valley Transit reserve the right to waive any minor proposal informalities or irregularities received which do not go to the heart of the proposal or prejudice other proposers, or to reject, for good and compelling reasons, any and all proposals submitted. Conditional proposals will be considered non-responsive and will be rejected.

Single Proposal Response. If only one proposal is received in response to the request for proposals, a detailed cost break-down may be requested of the single proposer. A cost/price analysis and evaluation and/or audit may be performed of the cost break-down in order to determine if the price is fair and reasonable.

Proposal Withdrawal. After the proposals are opened, proposals may not be withdrawn for 90 calendar days. Prior to the date/time set for proposal opening, however, proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal opening.

Award Procedure. Within 90 calendar days after the proposal opening, the General Manager shall deliver the executed contract documents. Delivery of contract documents shall be determined by the Provider signature on the return receipt request.

Amendments. The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, dated _____
Amendment No. _____, dated _____

Failure to acknowledge receipt of all amendments may cause the proposal to be considered nonresponsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the proposal.

Ineligible Providers. Any name appearing on the U.S. Comptroller General's list of ineligible providers for federally financed and assisted construction is not an eligible provider and shall not be considered.

Passenger Safety. Proposal must specify the manner in which disabled passengers in wheelchairs are to be secured. Proposals indicating forward facing, two or four point tie down systems will be given preference, all other things being equal.

OTHER FEDERAL GENERAL REQUIREMENTS

Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal Statute or regulations, Provider agrees that it will comply with the requirements of 49 U.S.C § 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Interest of Members of or Delegates to the United States Congress. In accordance with 41 U.S.C. § 22, Provider agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the project or any benefit derived therefrom.

Geographic Restrictions. Provider agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA, such as: In acquiring management, architectural, and engineering services, Provider agrees to comply with the requirements of 49 U.S.C. § 5325(d), by contracting for program management, construction management, a feasibility study, and preliminary engineering, design, architectural, engineering, surveying, mapping, or related services awarded in the same way as a contract for architectural and engineering services is negotiated under title IX of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. §§ 541 *et seq.*, or an equivalent qualifications-based requirement of the state. Provided a sufficient number of qualified firms are eligible to compete for the third party contract, geographic location may be a selection criterion. This section does not apply to the extent a state has adopted or adopts by law formal procedures for procuring those services.

Federal Requirements Imposed on Valley Transit. With few exceptions, when a third party provider assumes the role of Valley Transit in acquiring real property, equipment, or supplies for ultimate use by Valley Transit, the third party provider must comply with the requirements imposed on Valley Transit.

Award to Other Than the Lowest Bidder. In accordance with 49 U.S.C. § 5326(c), Valley Transit may award a third party contract to other than the lowest bidder in connection with a procurement, when such award furthers objectives consistent with the purposes of 49 U.S.C. chapter 53 and any implementing regulations, circulars, manuals, or other guidance FTA may issue.

Mitigation of Adverse Environmental Effects. Valley Transit agrees that if the Project should cause adverse environmental effects, Valley Transit will take all reasonable steps to minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable Federal laws and regulations, specifically, the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622. Valley Transit agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the Federal Government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of this Grant Agreement or Cooperative Agreement. As soon as the Federal Government and Valley Transit reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. Valley Transit agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Liquidated Damages. FTA and Valley Transit recognize that liquidated damages requirements are appropriate if the parties to a contract may reasonably expect to incur damages in the form of increased Project costs resulting from the late completion of the contract and if the extent or amount of such damages would be difficult or impossible to determine after the delay has occurred. Accordingly, Valley Transit agrees to comply with the following requirements:

- General Restrictions. Valley Transit agrees that any liquidated damage clauses it might impose must comply with the following restrictions:
 - 1) The assessment for damages shall be at a specific rate per day for each day of overrun in contract time; and
 - 2) The rate must be specified in the third party contract.
- Special Restrictions. Valley Transit agrees to comply with any other special liquidated damages restrictions FTA might impose.
- Disposition of Liquidated Damages. Valley Transit agrees that any liquidated damages recovered shall be credited to the Project account involved unless the Federal Government permits otherwise.

Metric System. To the extent required by U.S. DOT or FTA, Valley Transit agrees to use the metric system of measurement in its Project activities, as may be required by 49 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, Valley Transit agrees to accept products and services with dimensions expressed in the metric system of measurement.

INFORMATION THAT SHOULD BE SUBMITTED WITH PROPOSAL

General. The following is intended to indicate the minimum requirement for the preparation and submission of proposals. The proposal must comply with the general intent of the format described.

Format. To aid in the evaluation of the proposal, it is required that all Providers use the forms that follow for the actual bid submission.

1. Transmittal/Cover Letter containing the statement of performance verification criteria listed below signed by an officer of the responding organization.
 - The information contained in this submission is accurate and complete as of the date of submission
 - The responding organization understands and is willing to comply with all contractual requirements.
2. Identification of Provider
3. RFP Submittal Form
4. Cost Proposal Form
5. Amendments (if any)
6. Technical Information
7. Certifications:
 - Parent Company
 - Non-Collusion
 - Affidavit on Plans and Specifications
 - Federal Transit Administration Federally Required Contract Clauses – individual clause signature pages and compliance signature pages
8. Certificate of Insurance



New Hope Center

443 Manhattan St. P.O. Box 189 Chilton, WI 53014 Phone: 920 849-9351 Fax 920 849-7792 www.newhopeinc.org

Valley Transit
801 S. Whitman Avenue
Appleton, WI 54914

May 4, 2012

Dear Valley Transit:

New Hope Center, Inc. hereby makes a proposal for New Hope Center Shared Ride Service, in a continuing effort to provide transportation services to the elderly and persons with disabilities.

The information contained in this submission is accurate and complete as of the date of submission.

New Hope Center, Inc. understands and is willing to comply with all contractual requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Logemann', written over a horizontal line.

Greg Logemann
CEO & President
New Hope Center, Inc.

VALLEY TRANSIT

SHARED RIDE SERVICE PROPOSAL

IDENTIFICATION OF PROVIDER

Name of Organization: New Hope Center, Inc
Business Address: 443 Manhattan Street
Telephone No: (920) 849-9351
Facsimile No: (920) 849-7792
e-mail address: glogemann@newhopeinc.org

Legal Status of Organization

- Sole proprietor
- For-profit corporation or joint venture corporation
- For-profit partnership
- Non-profit corporation
- Public agency
- Other (Identify) _____

Name of Chief Executive Officer (or Administrator) of Organization:
Greg Logemann

Name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation:
Name & Title: Greg Logemann, CEO
Telephone No: (920) 849-9351 x103

Business function:

Describe the major business functions or activities of your organization (attach extra pages, if necessary):

New Hope Center, Inc. provides a variety of services to individuals with disabilities, including employment, residential, day and intensive services, prevocational and transportation services. We also facilitate community based outings, activity evenings as well as partnering with local organizations with similar goals to create activities that enrich the lives of the individuals we serve.

VALLEY TRANSIT

SHARED RIDE SERVICE PROPOSAL

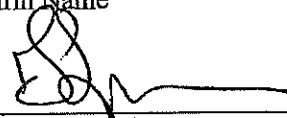
COST PROPOSAL FORM

Proposed costs are as follows:

Specify Service Type	\$
<u>Per loaded mile</u>	<u>\$2.11</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>

New Hope Center, Inc.

Firm Name



Authorized Signature

5/3/12

Date

Required Certifications

1. PARENT COMPANY AND EMPLOYER IDENTIFICATION NUMBER

The Provider represents that the company [] is, [] is not owned or controlled by a parent company. For this purpose a parent company is defined as one which either owns or controls the activities and basic business policies of the Provider. To own another company means the parent company must own at least a majority, *i.e.*, more than 50%, of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basic business policy decisions of the Provider, such other company is considered the parent of the proposer. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.

If the Provider is owned or controlled by a parent company, insert in the space below the name and address of the main office of the parent company.

Name _____ Address _____

If the Provider has no parent company, he shall provide in the applicable space below his own Employer's Identification Number (E.I. No.), *i.e.*, Federal Social Security Identification Number used on Federal Tax Returns, or, if he has a parent company, the E.I. No. of his parent company.

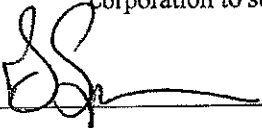
Provider's E.I. Number 39-1052724

Parent Company's E.I. Number _____

2. NON-COLLUSION BIDDING CERTIFICATE

By submission of this proposal, each Provider and each person signing on behalf of the Provider certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other proposer or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Provider and will not knowingly be disclosed by the Provider prior to opening, directly or indirectly, to any other proposer or to any competitor; and,
3. No attempt has been made or will be made by the Provider to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

 _____ Signature of Contractor's Authorized Official

CEO, Greg Logemann _____ Name and Title of Contractor's Authorized Official

5/2/12 _____ Date

**VALLEY TRANSIT
SHARED RIDE SERVICE PROPOSAL**

RFP SUBMITTAL FORM

1. Hours of Service: 6:00am – 8:00am, 3:00pm – 5:00pm.

First Pick-up: 6 A.M.

Last Discharge: 5:00 P.M.

Days of Service: Monday - Friday (Scheduled), evenings/weekends (Demand response)

Service Area (if different than listed in RFP):

Chilton, WI to the greater Appleton area

Calumet County

Brillion

New Holstein

Darboy

2. List prior experience and current contracts or agreements

Company Name	Address	City/State	Years of Experience
Calumet County Human Services	206 Court Street	Chilton, WI	47
Valley Transit	801 Whitman Avenue	Appleton, WI	4 Year Transit Provider Contract
Community Care, Inc.	5228 West Fond Du Lac Avenue	Milwaukee, WI	1.5 years
Lakeland Care District	50 North Portland Street	Fond du Lac, WI	1.5 years
IRIS	1 S. Pinckney Street	Madison, WI	1.5 years

3. List the vehicles to be used to provide the service.

No	Type	Model Yr/ Age	# of Seats	# of Tie-Downs	Location	Type of Communication
1	Large van	2002	16	0	Chilton	Cell phone
2	Braun	2011	5	1	Chilton	Cell phone
3	Aveo	2006	5	0	Chilton	Cell phone
4	Grand Caravan	2008	7	0	Chilton	Cell phone
5	Small Bus (Ford)	2002	12	1	Chilton	Cell phone
6	Small Bus (Ford)	2006	12	1	Chilton	Cell phone
7	Chevy Van	2005	14	0	Chilton	Cell phone
8	Medium Bus (Ford)	2007	14	2	Chilton	Cell phone
9	Medium Bus (Ford)	2007	14	2	Chilton	Cell phone
10	GMC Van	2006	4	2	Chilton	Cell phone

4. Describe your vehicle maintenance program presently utilized by your organization. Describe both preventative and corrective maintenance programs. Note which activities are performed directly by your organization and which activities are subcontracted to other organizations.

NHC employs a maintenance schedule which includes a daily vehicle pre-trip inspection, during-trip monitoring, fuel stop and oil change checklists. Every day, our drivers utilize a vehicle log which tracks passenger data, mileage and vehicle condition. We also have a biannual safety inspection checklist. These are conducted by our drivers. We also have posted transit policies both on our vehicles and in our offices. Preventative and routine maintenance are completed in accordance with the vehicle manufacturer's recommended schedule. The Commercial Operations Manager determines who shall perform the maintenance and documents and files all maintenance. Attached in this submittal form is a copy of our maintenance program, schedule, checklist, logs and policies. See appendix.

5. Provide insurance loss runs for the past five years. See appendix.

6. Describe your scheduling and dispatching process.

Total number of dispatchers during peak periods: 1
 Hours/Days of Call-Taking Operations: M-F 7:30AM – 4:00PM
 Number of Telephone Lines: 1
 Other relevant information: Passengers have the phone numbers of drivers and can change trip details if necessary.

7. Describe your driver screening and selection policy and also the training provided or required (attach a copy of training plan if available).

Drivers are selected based on how well they match the job descriptions (see appendix). Drivers are required to have a high school diploma, CDL (if applicable), and a minimum of three years safe driving experience. Upon hire and annually thereafter, all staff members receive training on civil rights, client confidentiality and Blood Borne Pathogen Exposure Control. Staff members also attend routine training on issues that relate to their positions. New drivers train by experienced staff—accompanying them on rides, practicing using the wheelchair lifts, meeting with case managers to learn about the medical or physical needs of passengers and more. All drivers receive regular updates from NHC Rehabilitation Staff on dealing with behavioral issues. Drivers are expected to maintain the transit policies and safety policies that we adhere to at NHC. See appendix for further detail.

8. Drug and Alcohol Testing. Your firm will be required to comply with the following Federal substance abuse regulations:

a. Drug Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants), "49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. Also "Procedures for Transportation Workplace Drug and Alcohol testing Programs," 49 CFR Part 40

b. Alcohol Misuse and Prohibited Drug Use. FTA Regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 644, to the extent applicable.

If awarded this contract, your firm will be required to participate in the drug and alcohol testing consortium administered by WisDOT's approved Third Party Administrator that complies with the 49 CFR Part 655. Additionally, your firm will be required to produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process.

Does your firm currently have a Drug and Alcohol testing program that complies with FTA requirements?

Yes No

If Yes, describe your existing drug and alcohol control program for Safety Sensitive personnel. Include your current policies regarding drug and alcohol testing. Discuss how your program currently meets or will meet the requirements of the Federal Transit Administration's Drug and Alcohol testing Regulations (attach additional sheets and/or documentation if necessary).

A test is conducted prior to employment as well as randomly during employment. We have attached a copy of our company policy as well as our FTA approved program for drivers.

9. Specify your key employee responsible for the administration of this service along with a brief description of his/her background and qualifications.

Executive Director: Administrative responsibilities; 14 years of experience as administrator of nonprofit agencies that provide a wide variety of services to the disabled.

Commercial Operations Manager: driver supervision and fleet management; 18 years experience at New Hope's transportation. 10 years of prior experience managing a for-profit delivery service.

Director of Services: program management; 32 years of experience serving the needs of NHC participants.

10. List any proposal modifications for us to consider that would lower your cost per trip (for example, providing lower cost per trip rides during part of the day, defining the service area into zones that are more cost effective to the provider, etc.) All services listed in the scope of services must be provided, but it is possible that more than one provider will be awarded portions of the contract.

NHC submits 5310 grant applications in an effort to secure federal funding that covers 80% of the purchase cost of vehicles used for this service. Successful grant applications have resulted in lower operational costs per mile.

11. Provide or describe any additional information that you believe may be relevant to the evaluation of your organization's qualifications. You need not use this area. Items may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualification and experience of key project personnel, driver qualifications, drug and alcohol program, financial stability, fleet management capability, vehicle maintenance capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested:

New Hope Center has provided transportation services in conjunction with our day, residential and prevocational services for 37 years. We have fixed routes (see appendix) and drivers that know our passengers and have established a rapport after many years of service. We have attached our route maps, copies of our vehicle logs and inspection checklists, job descriptions and proposed schedule. Traditionally we have lost money on our transportation services and have used fundraising to cover expenses. Our proposed price represents fair market value for the services requested as we have taken into consideration the average fuel and staffing costs when making the determination.

FEDERAL TRANSIT ADMINISTRATION

Federally Required Contract Clauses

1. FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Flow Down Requirements

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract; subcontracts under that amount are subject to Buy America.

Buy America Requirements

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United

Company Name New Hope Center, Inc.

Title CEO

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

3. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

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.

4. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

Applicability to Contracts

The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements

The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

7. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water - (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.

9. BUS TESTING

49 U.S.C. 5323(c)

49 CFR Part 665

Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

Flow Down

The Bus Testing requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: 5/2/12

Signature: 

Company Name: New Hope Center, Inc.

Title: CEO

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

12. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Flow Down

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

Access to Records - The following access to records requirements apply to this Contract:

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

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Federal Changes - 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 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.

14. BONDING REQUIREMENTS

Applicability to Contracts

The Contractor may be required to obtain performance and payment bonds when necessary to protect Valley Transit's interest. The following situations may warrant a performance bond:

- a. Valley Transit property or funds are to be provided to the Contractor for use in performing the Contract or as partial compensation (as in retention of salvaged material).
- b. A Contractor sells assets to or merges with another concern, and Valley Transit, after recognizing the latter concern as a successor in interest, desires assurance that it is financially capable.
- c. Substantial progress payments are made before delivery of end items starts.

Flow Down

Bonding requirements flow down to the first tier contractors.

Performance Bond Requirements

When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

- a. The penal amount of performance bonds shall be 100 percent of the original contract price, unless Valley Transit determines that a lesser amount would be adequate for the protection of Valley Transit.
- b. Valley Transit may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. Valley Transit may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

Payment Bond Requirements

A payment bond is required only when a performance bond is required, and if the use of payment bond is in Valley Transit's interest.

When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows. The penal amount of payment bonds shall equal:

- a. Fifty percent of the contract price if the contract price is not more than \$1 million.
- b. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
- c. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

17. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, *et seq.* and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (*see* 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics

the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – Valley Transit 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Valley Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in

the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees - (i) Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in

item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Contract Work Hours and Safety Standards

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States 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** - Valley Transit 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.

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

No Obligation by the Federal Government.

49 U.S.C. Part 18
FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

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

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Valley Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by Valley Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, Valley Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) Valley Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Valley Transit's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Valley Transit setting forth the nature of said breach or default, Valley Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Valley Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Valley Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Valley Transit shall not limit Valley Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

2. the contractor, within [10] days from the beginning of any delay, notifies Valley Transit in writing of the causes of delay. If in the judgment of Valley Transit, the delay is excusable, the time for completing the work shall be extended. The judgment of Valley Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Valley Transit.

i. Termination for Convenience or Default (Architect and Engineering) Valley Transit may terminate this contract in whole or in part, for Valley Transit's convenience or because of the failure of the Contractor to fulfill the contract obligations. Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

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

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


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.

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

If the termination is for the convenience of Valley Transit, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, Valley Transit determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Valley Transit, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)



Signature of Contractor's Authorized Official
Greg Logemann, CEO Name and Title of Contractor's Authorized Official
5/2/12 Date

23. PRIVACY ACT
5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

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.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - 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. 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 Valley Transit. 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 Valley Transit 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 therefor 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 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, (Architect) 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.

26. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with

Disadvantaged Business Enterprises

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 2.1 %. 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/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

c. 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, 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.

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.

28. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Contractor will maintain the confidentiality of any information regarding program participants that may be obtained from any source associated with this program, other than that information necessary for the performance of service under this contract. The Contractor is prohibited from using program participant information other than for legitimate needs related to providing trips or billing for services provided.

30. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. 12132

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down Requirements

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights Requirements

The following requirements apply to the underlying contract:

Lower Tier Covered Transactions (Third Party Contracts over \$100,000).

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 Provider 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 Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

- **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 Provider 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 CFR 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 Provider 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; wages of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.
- **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 Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Provider agrees to comply with any implementing requirements FTA may issue.

**PROVIDER CERTIFICATION OF COMPLIANCE
WITH FTA CONTRACT CLAUSES**

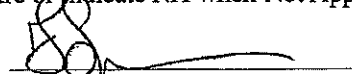
This document is part of the proposal. Failure to return it along with the other required documents will render the proposal unresponsive. All vendors shall provide the information requested.

Federal regulations state that recipients (and their contractors) of specific FTA funds are required to comply with the established FTA Access to Records and Reports Requirements. **The CITY OF APPLETON, Valley Transit will not contract with any agency that does not comply with FTA regulations.**

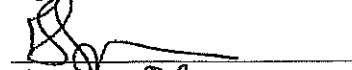
New Hope Center, Inc. certifies that it complies with the following FTA
(Name of company)
regulations on the 3rd day of May, 2012.

Signature or indicate NA when Not Applicable

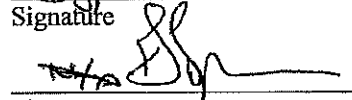
1. Fly America Requirements
49 U.S.C 40118 41 CFR Part 301-10


Signature


2. Buy America Requirements
49 U.S.C 5323(j) 49 CFR Part 661


Signature

3. Charter Bus Requirements
49 U.S.C. 5323(d) 49 CFR Part 604

~~N/A~~ 
Signature

4. School Bus Requirements
49 U.S.C. 5323(F) 49 CFR Part 605


Signature

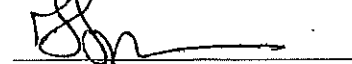
5. Cargo Preference Requirements
46 U.S.C. 1241 46 CFR Part 381

N/A
Signature

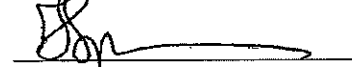
6. Seismic Safety Requirements
42 U.S.C. 7701 et seq. 49 CFR Part 41

N/A
Signature

7. Energy Conservation requirements
42 U.S.C. 6321 et seq. 49 CFR Part 18


Signature


8. Clean Water requirements
33 U.S.C. 1251


Signature

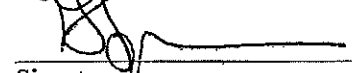
9. Bus Testing
49 U.S.C 5323(c) 49 CFR Part 665

N/A
Signature

10. Pre-award and Post delivery Audits requirements
49 U.S.C 5323 49 CFR Part 663


Signature

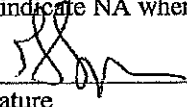
11. Lobbying
31 U.S.C. 1352 49 CFR Part 19 and 20


Signature

CONTRACTOR CERTIFICATION OF COMPLIANCE WITH FTA CONTRACT CLAUSES
(continued)

Signature or indicate NA when Not Applicable

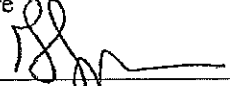
26. Transit employee protective agreements
49 U.S.C. 5310 & 5311 and 5333, 29 CFR Part 215


Signature

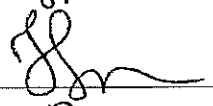
27. Disadvantaged business enterprise (DBE)
49 CFR Part 26

N/A
Signature

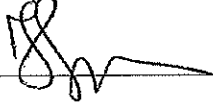
28. Incorporation of Federal Transit Administration (FTA) Terms
FTA Circular 4220.1E


Signature

29. Drug and Alcohol Testing
49 U.S.C. 5331 49 CFR Parts 653 and 654


Signature

30. Civil Rights requirements
29 U.S.C. § 623, 42 U.S.C. § 6102,42
U.S.C. § 12112, 42 U.S.C. 12132


Signature

The Cincinnati Insurance Companies - Claims Online Policyholder Report(COPR)

Insured: NEW HOPE CENTER INC FREEDOM
 Agency: 48057 BURKART-HELLER AF INS AGENCY
 Valid Through Date: 04-30-12
 Next Month-End Closing Date: 04-30-12
 Last Month-End Closing Date: 03-30-12

Sorted by Date of Loss

Loc	Policy	Policy Effect	Named Insured	Oc #	Loss Cat	Loss Date	Loss Description	Loss Type	Claimant/Payee	Paid	Salv/Subr	Expense	End Rsv or Month Closed	Inurred
	CPA0892224	06-01-08	NEW HOPE CENTER INC FREEDOM				NO LOSSES							
	CPA0892224	06-01-07	NEW HOPE CENTER INC	1	08-23-07	INT ACC UNIT STRAIT	COLL	NEW HOPE CENTER INC		2,111	0	23	12/08	2,135
						INT ACC UNIT STRAIT	PD	Shella Horst		4,803	0	0	12/09	4,803
						INT ACC UNIT STRAIT	BI	Shella Horst		79,900	0	3,595	12/09	83,095
						INT ACC UNIT STRAIT	PD	City of Chilton		97	0	0	12/09	97
								Total for Loss Date 08-23-07		86,511	0	3,618	0	90,130
	CPA0892224	06-01-07	NEW HOPE CENTER INC	1	11-14-07	ANIMAL COLLISION	PHY DM	NEW HOPE CENTER INC		3,754	0	155	12/07	3,910
	CPA0892224	06-01-07	NEW HOPE CENTER INC	1	12-06-07	INSD REARENDING CLMT	PD	CHARLES WINFREY		3,754	0	155	0	3,910
						INSD REARENDING CLMT	BI	MARION WINFREY		0	0	0	12/07	0
								Total for Loss Date 11-14-07		5,000	0	20	12/07	5,020
								Total for Loss Date 12-06-07		5,000	0	20	0	5,020
								Total for Policy Effective Date 06-01-07		95,265	0	3,793	0	99,060
	CPA0892224	06-01-08	NEW HOPE CENTER	1	11-19-08	BACKING/ROLLING BACK	PD	ANTHONY IRELAND		4,350	0	80	02/09	4,430
								Total for Loss Date 11-19-08		4,350	0	80	0	4,430
	CPA0892224	06-01-08	NEW HOPE CENTER	1	04-17-09	INSD REARENDING CLMT	PD	BETH REETZ		4,915	0	0	05/11	4,915
						INSD REARENDING CLMT	BI	BETH REETZ		12,000	0	0	05/11	12,000
								Total for Loss Date 04-17-09		16,915	0	0	0	16,915
								Total for Policy Effective Date 06-01-08		21,265	0	80	0	21,345
	CPA0892224	06-01-10	NEW HOPE CENTER INC ETAL	1	12-22-10	CLMT REARENDED INSD	COLL	NEW HOPE CENTER INC ETAL		1,602	-1,602	0	02/11	0
								Total for Loss Date 12-22-10		1,602	-1,602	0	0	0
	CPA0892224	06-01-10	NEW HOPE CENTER INC ETAL	1	04-16-11	BACKING/ROLLING BACK	PD	Clayton Thomber		3,135	0	23	05/11	3,159
								Total for Loss Date 04-16-11		3,135	0	23	0	3,159
								Total for Policy Effective Date 06-01-10		4,737	-1,602	23	0	3,159
	CPA0892224	06-01-11	NEW HOPE CENTER	1	02-05-12	LOST CONTROL	COLL	NEW HOPE CENTER		4,850	-77	23	03/12	4,795
								Total for Loss Date 02-05-12		4,850	-77	23	0	4,795
								Total for Policy Effective Date 06-01-11		4,850	-77	23	0	4,795
								Total for Policy Symbol CPA		126,117	-1,679	3,919	0	128,359
								Report Grand Total		126,117	-1,679	3,919	0	128,359

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NHC VEHICLE MAINTENANCE PROGRAM

GOAL: To ensure proper running condition, cleanliness, and overall maintenance of Federal Transit Administration Funded Vehicles. To efficiently use Federally Funded Vehicles, in addition to complying with Federal and State recommendations and requirements.

STAFF RESPONSIBILITIES: It is the responsibility of all NHC staff to report, in writing, any vehicle problems to the Commercial Operations Manager or the Executive Director. The Commercial Operations Manager will schedule all maintenance and repairs and ensure that all vehicles adhere to the proper maintenance plans. Repair documentation for each vehicle will be filed in the Commercial Operations Manager's office.

DAILY VEHICLE INSPECTIONS: A New Hope Center vehicle maintenance schedule is located in each Federal Transit Administration Vehicle. The schedule consists of a pre-trip inspection list, a during-trip monitoring list, and a list of checks to be performed at each fuel stop and oil change. It is the responsibility of each driver to perform the pre-trip inspection and during-trip monitoring each time the vehicle is used. The driver at each fuel stop will perform the fuel stop checks. Any vehicle problems, maintenance needs, or damage will be recorded on the vehicle log, located in each vehicle, and reported in writing to the Commercial Operations Manager. When a problem is reported the Commercial Operations Manager and/or the Executive Director, along with the vehicle's driver, shall determine if the vehicle will be removed from service until the repair is complete.

BI-ANNUAL VEHICLE INSPECTIONS: Each FTA funded vehicle will be inspected twice a year by the Commercial Operations Manager and the vehicle's driver. The bi-annual inspections will be performed in April and October and checklists will be filed in the Commercial Operations Manager's office.

PREVENTATIVE AND ROUTINE MAINTENANCE SCHEDULES: Preventative and routine maintenance will be completed in accordance with the vehicle manufacturer's recommended schedule. The Commercial

Operations Manager will determine who shall perform the maintenance, document all maintenance, and file all forms in the production office.

WARRANTY CLAIMS: It is the responsibility of the Commercial Operations Manager to review the Manufacturer's Warranty for each FTA funded vehicle and ensure repairs are made under warranty when applicable.

MAINTENANCE FORMS: Copies of the vehicle maintenance schedule, the bi-annual inspection checklist, vehicle maintenance history form, and the New Hope Center vehicle log are included in the written maintenance plan. All forms are located in the Commercial Operations Manager's office.

NHC VEHICLE MAINTENANCE SCHEDULE

Drivers are required to follow these guidelines and document each reportable condition (using the number preceding the condition) on the New Hope Center Vehicle Log. All needed maintenance or problems must also be promptly reported to the Commercial Operations Manager.

EACH TRIP:

Pre-trip inspection

1. Check for flat or low tire pressure
2. Are there any fluid puddles under the vehicle?
3. Check for damage to exterior and interior of the vehicle.
4. Are the first-aid kit, fire extinguisher and triangles in the vehicle?
5. Check for proper mirror alignment.
6. Did you experience trouble starting the vehicle?
7. Does the vehicle appear to be idling smoothly?
8. Do you detect any out of the ordinary noises?
9. Are the brakes working properly?
10. Is the steering working properly
11. Is the wheelchair lift working properly?

During-trip Monitoring

12. Are warning lights and gauges indicating normal operating conditions?
13. Are you detecting excessive vibrations?
14. Is the vehicle accelerating smoothly?
15. Is the heater or air conditioner working properly?
16. Is the transmission shifting smoothly?
17. Does the vehicle appear to have the normal amount of power?
18. Do you detect any out-of-the-ordinary noises?
19. Do you detect any out-of-the-ordinary smells?
20. Are you detecting excessive rattling noise from the wheelchair lift?

EACH FUEL STOP:

21. Check oil levels and add as required. (record added oil on vehicle log)
22. Check windshield washer fluid and add as required.
23. Clean windshield.
24. Check for last oil change and record on vehicle log when 2,500 miles has lapsed.

EACH OIL CHANGE (3000 Mile Intervals):

25. Oil/filter change and all manufacturer recommended service has been performed including but not limited to; *Check tire pressure, check all fluid levels, check all lights, inspect brake parts, inspect wiper blades, inspect exhaust system, inspect tire tread, inspect belts/hoses, rotate tires at recommended intervals, lubricate parts at recommended intervals, replace air cleaner at recommended intervals, perform other manufacturer suggested maintenance at recommended intervals.*

NHC SAFETY INSPECTION CHECKLIST

*Place a (✓) By Any Unacceptable Conditions And Record Comments Below
Bi-annual (Done in April & October)*

SYSTEM			
INSPECTOR	INSPECTION DATE	VEHICLE SERIAL NO.	LICENSE NO.
MAKE	MODEL	YEAR	MILEAGE
A. FLUIDS		K. DRIVER'S SEAT	77. Odometer
1. Engine Oil Level		37. Firmly Mounted	Q. BRAKES
2. Radiator/Washer Fluid		38. Adjusts & Catches	78. Parking Brakes
3. Battery Water Level		39. Seat Belt Works Properly	79. Low Brake Pedal
4. Brake Fluid Level		L. HEATER/DEFROSTER	80. Pulling
5. Transmission/Power Steering Fluid		40. Fans Operate F/R	81. Noise
B. GENERAL CONDITION		41. Heater Operates F/R	R. TRANSMISSION-DRIVE TRAIN
6. Body, Bumpers, Trim		42. Defroster Operates F/R	82. Holds in Park Position
		43. Air Conditioner Operates	83. Doesn't Start in Gear
C. TIRES		M. LIGHTS	84. U-Joints
7. Tread Wear		44. Stepwell	85. Differential
8. Tire Pressure		45. Passenger Area	S. STEERING
9. Lug Nuts		46. High Beam	86. Free Play
10. Type, Season		47. Low Beam	87. Steering Force
D. DOORS		48. High Beam Indicators	88. Pulls in Either Direction
11. Open & Close Properly		49. Dimmer Switch	89. Power Steering Pump
12. Won't Open Accidentally		50. Directional Lights	90. Steering Gear Box
13. Latches, Handles, Hinges		51. Directional Indicators	91. Linkage & Ball Joints
14. Seals Out Exhaust		52. Emergency Flashers	T. SUSPENSION F/R
E. FLOORS/STEPS		53. Emergency Indicators	92. Shocks/Mounts/Bushings
15. Clean & Free of Debris		54. Running Lights	93. Springs
16. Safe From Tripping		55. Reflectors	94. Spring Clamps
17. Tread Covers Not Loose		56. Brake Lights	95. Spring Shackles
F. SEATS		57. Tail Lights	U. EXHAUST SYSTEM
18. Sharp Edges/Exposed Metal		58. License Plate	96. Exhaust Pipe
19. Upholstery/Springs		59. Backup Lights	97. Muffler
20. Firm Mountings		60. Backup Alarm	98. Tail Pipe
G. GRAB-RAIL STANCHIONS		61. Horn	99. Hangers
21. Padded Properly		N. WIPER/WASHER	V. FUEL SYSTEM
22. Firmly Mounted		62. Arm Tension	100. Leaks
23. Other Padding		63. Blade Condition	101. Fumes in Vehicle
H. WINDOWS		64. Washer Switch	102. Gas Cap
24. Safety Glass		65. Washer Arm	103. Tank Mounts
25. Vision Obstruction		O. MIRRORS	W. LIFT/WHEELCHAIR
26. Operation		66. Mounted Firmly	104. Remote Control
27. Sunvisors		67. Interior View	105. Wheelchair Stop
I. EMERGENCY EXITS		68. Exterior View	106. Speed Adjustable
28. Doors Work Properly		69. Convex	107. Restraints Operable
29. Latches Properly		P. ENGINE OPERATION	108. Tie Down Operable
30. Other Exits Open Properly		70. Starting	109. Padding Adequate
31. Labeled Properly		71. Excessive Smoking	110. Manual Safety Override
32. No Obstruction to Exits		72. Instrument Warning Lights	
33. Door Ajar Warning Alarm		73. AMP/Volt Gauge	
J. SAFETY EQUIPMENT		74. AMP Gauge	
34. Flares/Reflector Triangles		75. Temperature Gauge	
35. First Aid Kit		76. Speedometer	
36. 5 lb. ABC Fire Extinguisher			

REMARKS:

Table of Organization January 2012

Board of Directors

CEO
Greg Logemann

RN Supervisor
Kate Ruppenthal

Administrative Assistant
Samantha LoSapio

Director of Services
Martha Leppanen

Director of Commercial Services
Joe Weidensee

CFO
Tina Enneper

Administrative Assistant
Lisa Wollersheim

Administrative Assistant
Kathy Platkowski

Day Services Amy
Martell

Supported Employment
Amy Prange

Supported Home Care
Ellye Hilton

Judy Bohritz
Briffon

John Salm
Steenpart

Kim Winkler
Brooklyn House

Production Support
Rod Krause
Lori Olson

Bus Drivers
Jim Kiersten
Dan Hilton
Randy Reddartz
Ralph McGonegle
Ed Stephani

New Hope Center, Inc
Chilton, WI

STAFF JOB DESCRIPTION

Exempt Status: Exempt

JOB TITLE: Van/Bus Driver
POSITION #: 30, 32, 32, and 33.
RANGE: 4

Minimum Qualifications:

Education: High school education

Experience: Three years of related experience

Substitution: None

Responsibility and Authority: To safely transport individuals with disabilities and elderly individuals on a scheduled daily route and unscheduled demand response trips.

Essential Duties:

- Check vehicle for safety daily
- Assist persons to enter and exit vehicle safely
- Follow all traffic laws and operate the vehicle in a safe manner
- Practice defensive driving techniques
- Maintain safety and order on the vehicles
- Maintain daily records of mileage, hours, riders, etc.
- Maintain vehicle cleanliness
- Request needed repairs in a timely fashion
- When returning vehicles, check gas gauge and, in winter, plug in vehicle engine heater
- Participate in required amount and type of staff development activity

Nonessential duties:

- Other duties as assigned

Required Physical Activities:

- Ability to balance, crouch, bend, stoop, crawl, walk, kneel, twist, and sit
- Ability to push and pull up to 150 pounds and stretch

STAFF JOB DESCRIPTION

Van/Bus Driver

Page 2

Driving Requirements:

- Ability to drive
- Current valid chauffeur's license or commercial driver's license (May be waived dependent on the size of the vehicle)
- Adequate auto insurance, if using own car
- Good driving record
- Ability to travel independently to various locations

Other Requirements:

- Ability to understand written communications
- Analytical and decision-making ability
- Ability to learn, use, and repair equipment
- Ability to work outside, regardless of weather
- Toleration of environmental conditions (Wetness, dust, noise, hot/cold, etc.)
- Ability to communicate (hearing and speech)
- Ability to comprehend verbal communications

Responsible to: Production Manager

Employee Responsible for: None

Approved: Personnel Committee 3/24/94
Approved: Board of Directors 3/24/94

Reviewed:
Reviewed:

Effective: 4/1/94

Transit Services and Safety Training Policies

(Section 5310 Grantee)

New Hope Center, Inc.

443 Manhattan Street

Chilton, WI 53014

Phone: (920) 849-9351

Fax: (920) 849-7792

Email: info@newhopeinc.org

ADA Contact Person: Rehabilitation Director

Section 1. Lift, ramps and securements (Accessibility features)

1. It is our policy to provide transit to person with disabilities using common wheelchairs in our accessible vehicles.
2. Our accessible vehicles will have wheelchair securement systems that allow securing of common wheelchairs during transit.
3. We require common wheelchairs to be secure during transit. We do require that all passengers use seat belts when traveling with us. When appropriate, we may recommend that a person using an uncommon wheelchair move to a vehicle seat.
4. Our Staff will assist persons with the use of ramps, lifts and securement systems when necessary or upon request.
5. We shall permit persons with disabilities who do not use wheelchairs to use our ramps or lifts (*except for equipment not designed for standee use*) to enter and exit the vehicles.

Section 2. Safe use of accessibility features

1. All of our transit Staff have received a copy of these policies and are aware of how it relates to their individual responsibilities.
2. Drivers, (*upon hire, prior to the operation of unfamiliar equipment and at least every three years*) receive training relating to assisting persons with disabilities. This training is provided by qualified individuals and includes:
 - Securing various types of common wheelchairs with the specific securement systems equipped with our vehicles.
 - Safely assisting individuals using specific ramps and lifts that are equipped with our vehicles.
 - Treating individuals with disabilities in a respectful and courteous way, with appropriate attention to the differences among individuals with disabilities.

Completion of such training will be documented in the Driver's personnel file.

Section 3. Service animals

1. We permit service animals to accompany individuals with disabilities in our vehicles and facilities.
2. Staff will seek guidance from the individual regarding accommodations required for their specific service animal.

Section 4. Public information and communications

1. We provide transit service information in a variety of formats:
 - Written communications
 - Verbal communications
 - Via TTY Phone
 - E-mail
 - Brochures
 - Braille and no English written format are available upon request.
2. Policies on cancellation of services due to inclement weather are communicated to regular passengers in the fall of each year. Cancellations are announced on area radio and cable television stations.

Section 5. Service to persons with respirators or portable oxygen

1. We permit respirators and other portable oxygen equipment to be brought on our vehicles by customers who use them.
2. We will conform to applicable U.S. Department of Transportation rules on the transportation of hazardous materials.
3. All Staff are required to maintain current certification (*from a national accredited training program*) in Cardiopulmonary Resuscitation and First Aid.

STAFF PERSONNEL POLICIES
New Hope Center, Inc.
Chilton, Wisconsin

POLICY TITLE: WORK & PERFORMANCE RULES –
Drug/Alcohol Free Workplace

POLICY NO.: 7.03

It is the policy of New Hope Center that the unlawful manufacture, distribution, possession, use of or working under the influence of a controlled substance is prohibited in our workplace(s). It is also the policy of New Hope Center that the distribution, possession, use of or working under the influence of Alcohol is prohibited in our workplace(s).

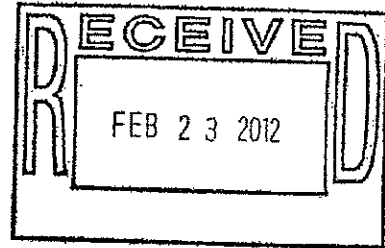
As a condition of continued employment, each employee must agree, in writing, not to violate this policy and to notify New Hope Center of a criminal drug statute conviction no later than five (5) days after the conviction. Certain situations require you, as a condition of continued employment, to undergo drug/alcohol testing, at New Hope Center's expense. Situations requiring testing include: post offer/pre employment, reasonable suspicion, post accident, and random.

Because of the nature of New Hope Center's business, any violation of this policy may be grounds for immediate dismissal.

* Medication taken in accordance with manufacturer and/or physician's instructions is exempt from this policy. Employees are required to inform their immediate supervisors of performed job duties that may be affected by such medications.

New Hope Center maintains written standards/procedures relating to the implementation of this policy, see appendix A. New Hope Center reserves the right to change the standard/procedure at any time.

Approved: Personnel Committee 2/26/07
Board of Directors 2/26/07



TO: D.O.T. CONSORTIUM MEMBER
FROM: WORK HEALTH OPTIONS
SUBJECT: RANDOM SELECTION: 1st Quarter
RANDOM DATE: February 27, 2012

Reminder: All tests must be completed within the current quarter

Please find attached a list of employees that *have* and *have not* been selected at this time. In compliance with Federal Highway Administration and FTA drug and alcohol testing standard 49CFR Part 40, these guidelines maintain a 50% plus ratio of drivers for urine drug screen testing and 10% plus ratio of alcohol testing in each calendar year. Retain a copy of this notice for your records.

To be compliant with D.O.T regulations it is important that your employee listing is updated in our consortium before random selection. Please notify Work Health Options as soon as there are any status changes with your employees.

Attn: Cristin Svatek
Ph: 920.320.4686
Fax: 920.320.4665
csvatek@hfmhealth.org

Hours of operation:
Monday – Friday 7:00am – 4:00pm
After-hours report to the Emergency Dept at Holy Family Hospital

Work Health Options
1650 S 41st Street
Manitowoc, WI 54220

New Hope Center, Inc
443 MANHATTAN STREET
Chilton, WI 53014

Certification of Enrollment in Random Selection

2/9/2012 12:10:39PM

Batch R0003380 Generated on 2/9/2012

This document certifies that your company's employees are subject to computer-generated random selections for alcohol and/or drug testing. You should store this document with your other permanent drug testing records.

Number of your employees eligible for selection:	7
Number of your employees selected for Drug testing only:	2
Number of your employees selected for Alcohol testing only:	0
Number of your employees selected for dual Drug/Alcohol testing:	0
Total number of your employees selected for testing:	<u>2</u>
Total number of participants in this random pool:	885
Total number of participants selected from this random pool:	<u>129</u>
Total percentage of eligible participants selected for Drug Testing:	14.58
Total percentage of eligible participants selected for Alcohol Testing:	3.50

*RALPH +
RANDY*

Authorized Signature

Participants by Alpha Sort Field

From: A

To: //////////

New Hope Center, Inc (NEWHOPEC)

Pool Group: ()

Participant ID	Name	SSN	Home	DOT	Occu	Pool	Rid	Term.	Term. Date
19	Daniel J Hilton			Y	CDL		Y	N	
11	James Kiersten	392-42-5361		Y	CDL		Y	N	
5	Rodney Krause	389-88-4602		Y	CDL		Y	N	
20	Ralph McGonegle	387-48-3084		Y	CDL		Y	N	
8	Randall A Raddatz	395-92-4386		Y	CDL		Y	N	
24	Michael Schmitz			Y	CDL		Y	N	
29	Ed Stephanie	394-60-7452		Y	CDL		Y	N	

Records in this group: Pool Group: (): 7

Records in this company: New Hope Center, Inc (NEWHOPEC): 7

Supplemental Questions for RFP VT-12—02

- 1. In the lead paragraph it states that the service is Door-through-door when required. Under scope of service A. it says it is a shared ride transportation system. C. It states anyone riding within 4 blocks of ROUTE. F. Provider not expected to collect fares. Then under Administration C. it state Materials may include ticket order forms? Please define what type of service is required? It is a shared ride service. However, due to ADA "Origin to Destination" regulations, if a client needs assistance through the door, we are required to provide that as a basic level of service, with some exceptions. The exceptions include; instances "where the vehicle would be left unattended for a substantial length of time, where the vehicle would be left out-of-sight of the driver, or where the rider requests assistance beyond the first door-way (not including vestibule doors)".**
- 2. If it is not a route type service what are the hours of operation? It is a route based service.**
- 3. If it is route type service are passengers left unattended while driver performs door through door or are attendants/aids required to ride along? Attendants are not provided, unless the proposer provides an attendant, the passengers would be left unattended. Refer to the answer to question #1.**
- 4. Please provide a copy of the last 3 months of invoices, Daily mileages, daily revenue hours and itemized trip costs (outlined under records on page 5). See attached billing data.**
- 5. Please provide a copy of current routes if it is a route based program. The routes are attached .pdf files.**
- 6. Please provide information regarding how many ambulatory and wheel chair rides are provided. Passenger's schedules vary daily, as do the number of clients registered to use the service. However, current weekly volume is 208 ambulatory and 14 wheelchair passenger trips on the A.M. routes, and 183 ambulatory and 17 wheelchair passenger trips on the P.M. routes. Trip numbers provided are intended to reflect the current passenger volume and are not guaranteed.**
- 7. The cost proposal form (page 22) asks to specify service type and price? Is this price to be per person or route? Can there be a mileage charge? What about the additional years of the contract is there a CPI and a fuel clause? There is no required manner of bidding this service. The proposal should include any costs that will be charged to provide this service.**
- 8. Can school buses be used for this service? Although not the preferred vehicles for this service, due to the length of the routes, as long as the school buses meet the vehicle requirements as stated in the RFP document, they would be allowable.**

OM :

FAX NO. :920 849-7792

Feb. 09 2012 03:05PM P2

Invoice



New Hope Center, Inc.
443 Manhattan Street
PO Box 189
Chilton, WI 53014

Date	Invoice #
1/31/2012	323

Bill To
VALLEY TRANSIT 801 S. WHITMAN AVE. APPLETON, WI 54914

Customer Name

Quantity	Description	Rate	Amount
5,122	loaded miles for services in: January	1.87	9,578.14

A non-profit corporation serving individuals with abilities since 1965	Total	\$9,578.14
--	--------------	------------

Phone #	Fax #	E-mail	Web Site
(920) 849-9351	(920) 849-7792	info@newhopcinc.org	www.newhopcinc.org



New Hope Center, Inc

443 Manhattan St. ~ P.O. Box 189 ~ Chilton, WI 53014

Phone (920) 849-9351 ~ Fax (920) 849-7792 ~ email info@newhopeinc.org

Valley Transit
801 Whitman Avenue
Appleton WI 54914-9927

Services provided by New Hope Center, Inc.
in Calumet County

January-12

Total Passengers	2,026
Total Miles	6,612
Total Hours	287
Revenue Miles	5,122
Revenue Hours	245

Invoice



New Hope Center, Inc.
443 Manhattan Street
PO Box 189
Chilton, WI 53014

Date	Invoice #
2/29/2012	528

Bill To
VALLEY TRANSIT 801 S. WHITMAN AVE. APPLETON, WI 54914

*POST TO
Feb 2012*

Project

Quantity	Description	Rate	Amount
4,885	loaded miles for services in:	1.87	9,134.95

A non-profit corporation serving individuals with abilities since 1965			Total \$9,134.95
Phone #	Fax #	E-mail	Web Site
(920) 849-9351	(920) 849-7792	info@newhopeinc.org	www.newhopeinc.org



New Hope Center, Inc

442 Manhattan St. ~ P.O. Box 189 ~ Chilton, WI 53014

Phone (920) 849-9351 ~ Fax (920) 849-7792 ~ email info@newhopeinc.org

Valley Transit
 801 Whitman Avenue
 Appleton WI 54914-9927

Services provided by New Hope Center, Inc.
 in Calumet County

February-12

Total Passengers	2,083
Total Miles	6,294
Total Hours	287
Revenue Miles	4,885
Revenue Hours	245



New Hope Center, Inc.
 443 Manhattan Street
 PO Box 189
 Chilton, WI 53014

Invoice

Date	Invoice #
3/31/2012	811

Bill To
VALLEY TRANSIT 801 S. WHITMAN AVE. APPLETON, WI 54914

Customer Name

Quantity	Description	Rate	Amount
5,089	loaded miles for services in: March 2012	1.87	9,516.43

A non-profit corporation serving individuals with abilities since 1965			Total	\$9,516.43
Phone #	Fax #	E-mail	Web Site	
(920) 849-9351	(920) 849-7792	tennepcr@newhopeinc.org	www.newhopeinc.org	



New Hope Center, Inc

443 Manhattan St. ~ P.O. Box 189 ~ Chilton, WI 53014

Phone (920) 849-9551 ~ Fax (920) 849-7792 ~ email info@nuzohopeinc.org

Valley Transit
 801 Whitman Avenue
 Appleton WI 54914-9927

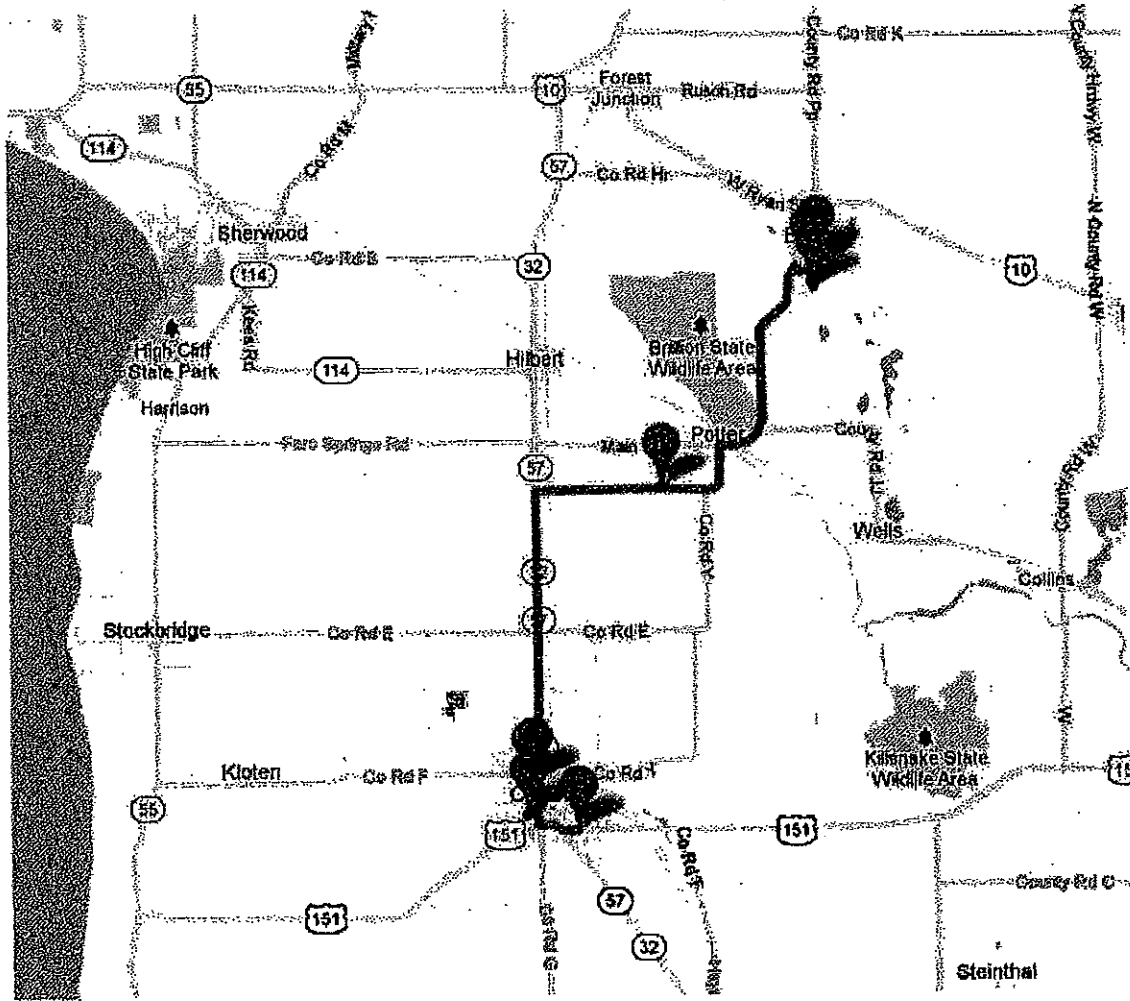
Services provided by New Hope Center, Inc.
 in Calumet County

March-12

Total Passengers	2,026
Total Miles	6,496
Total Hours	302
Revenue Miles	5,089
Revenue Hours	259



TRANSPORTATION AREA
"Brillion"

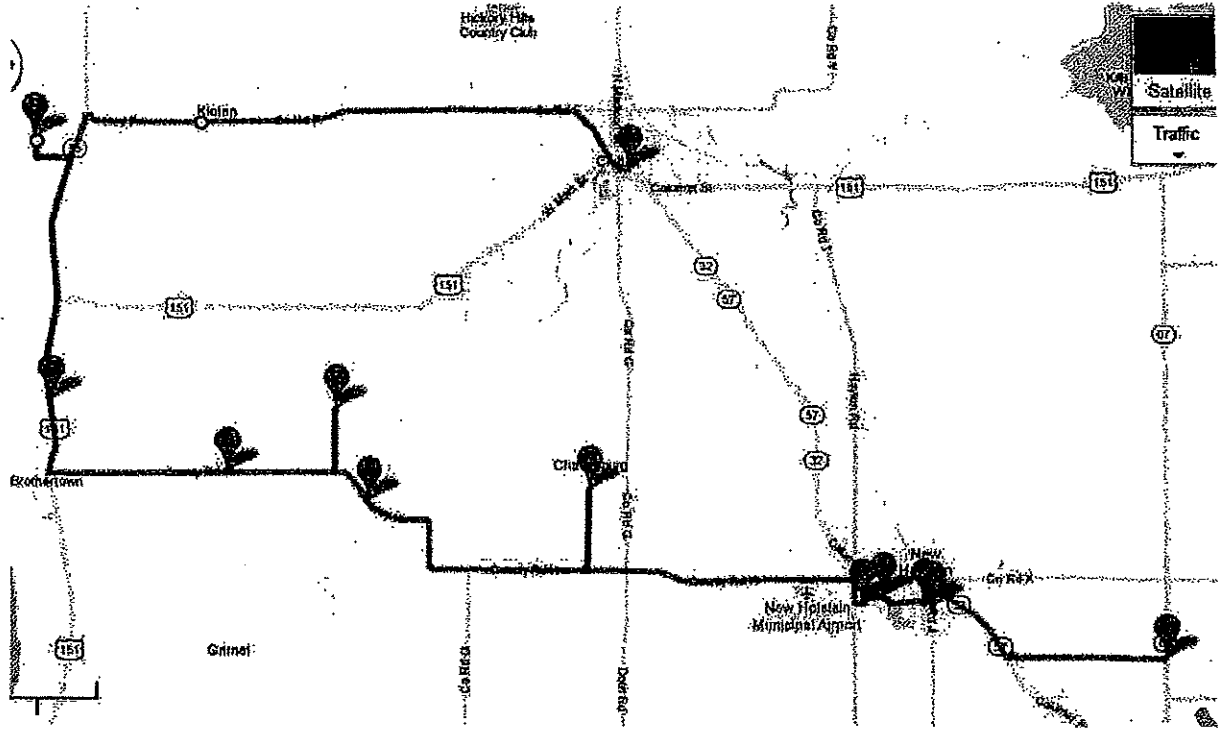




New Hope Center

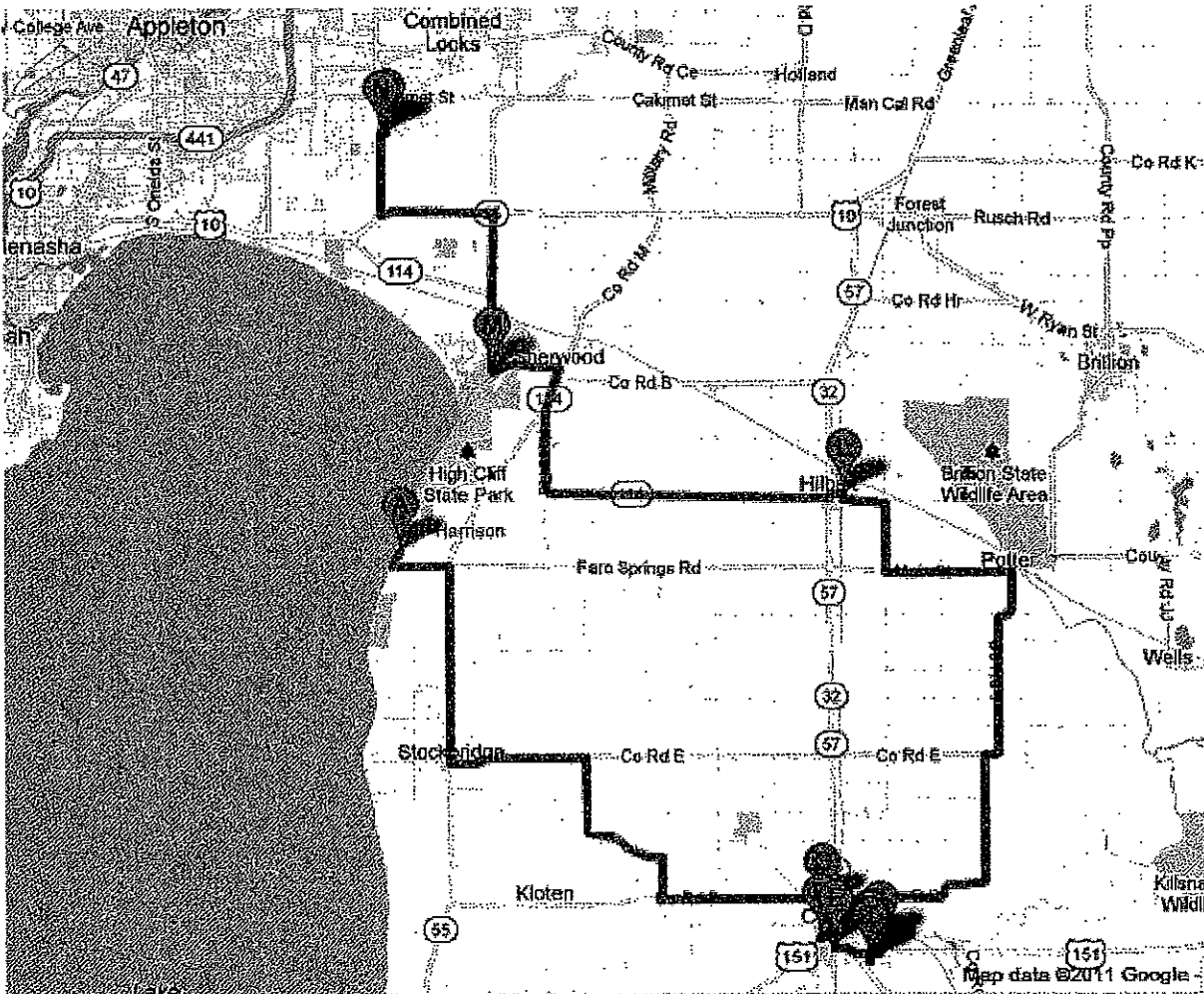
443 Manhattan St. P.O. Box 189 Chilton, WI 53014 Phone: 920-849-9351 Fax: 920-849-7792 www.newhopeinc.org

TRANSPORTATION AREA "New Holstein"





TRANSPORTATION AREA "Darboy"

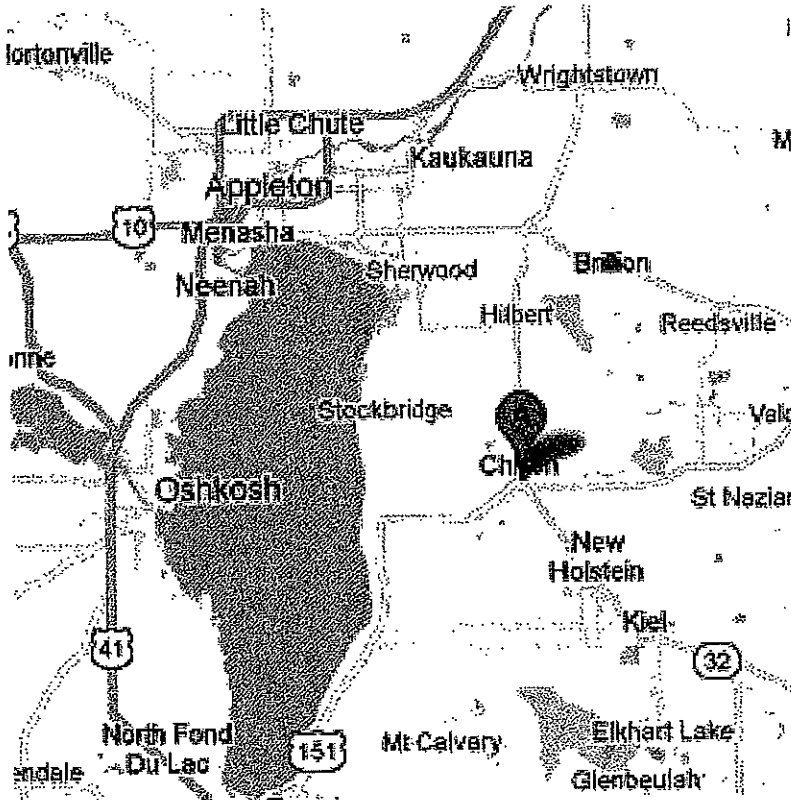




TRANSPORTATION SERVICES
"New Hope Center, Inc."

COMMUNITY RESOURCES	
Resource	City
Hospitals -----	Appleton & Chilton
Group Homes-----	Chilton & Brillion
Shopping Centers--	Appleton, Chilton, Brillion & New Holstein
Nutrition Sites-----	Appleton, Chilton, Brillion, New Holstein & Hilbert

VEHICLES & ROUTES
5310 Vehicles -----Five
NHC Owned Vehicles---5
Fixed Routes =3
Demand Response Area=Calumet County





CERTIFICATE OF LIABILITY INSURANCE

NEWHO-1

OP ID: S1

DATE (MM/DD/YYYY)

03/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burkart-Heisdorf Insurance www.burkart-heisdorf.com 1807 Erie Avenue Sheboygan, WI 53081 Andrew Burkart, CPCU, CLU, RHU	920-458-6174	CONTACT NAME: Tina Enneper	
	920-458-1363	PHONE (A/C No, Ext):	FAX (A/C No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance	10677
		INSURER B: United Wisconsin Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP0892224	06/01/11	06/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
A	AUTOMOBILE LIABILITY			CPA0892224	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CPP0892224	06/01/11	06/01/12	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/>	RETENTIONS \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0400098539	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
A	Professional			CPP0892224	06/01/11	06/01/12	E.L. DISEASE - POLICY LIMIT \$ 500,000
							Each 1,000,000
							Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Valley Transit 801 Whitman Avenue Appleton, WI 54914	VALLTRA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE Andrew Burkart, CPCU, CLU, RHU

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