



JANESVILLE TRANSIT

City of Janesville, Janesville Transit
Request for Proposals for
Paratransit Services

JT-RFP-2026-1

March 6, 2026

www.janesvilletransit.com

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Introduction

The City of Janesville (hereinafter referred to as the “City”) is issuing this request for proposals (hereinafter referred to as the “RFP”) to select a private firm or a public firm to provide door-to-door paratransit services for eligible riders within the service area of Janesville Transit (hereinafter referred to as “JT”). The intention of this RFP is to ensure the City is in compliance with the Americans with Disabilities Act of 1990 (ADA) and the Americans with Disabilities Act Amendments Act of 2008 ("ADA Amendments Act" or "Act"). The ADA and the Act jointly and severally require the City to provide complementary paratransit service in addition to its regular fixed-route transit service for defined groups of disabled persons who cannot, by virtue of their disability, access or use the fixed-route bus system.

The award of this contract will be made to the highest scoring responsive, responsible proposer. The service to be provided must be of consistently high quality, and meet the requirements of Wisconsin Statute Section 85.21, as well as the ADA and the Act.

The goal of the City is to solicit a contract that will be cost-effective and efficient, while providing an unsurpassed, door-to-door, paratransit service to users in the JT service area who qualify for the service as defined by the ADA.

JT contracted with Rock County for the provision of paratransit services for several decades with very positive results; however, that contract is complete and Rock County will not be providing paratransit services in Janesville. JT is procuring a new vendor to provide paratransit services through the issuance of this RFP.

Performance Indicators

JT is a public transit system owned and operated by the City of Janesville as a division of the City’s government. Janesville’s paratransit services are of utmost importance and the implementation of safe, timely and courteous rides is our expectation. General information about Janesville paratransit services is as follows:

- Janesville Transit has 115 registered ADA Paratransit users as of March 2026
- Generally, 2-3 vans/minibuses are used in the completion of JT paratransit services.
- The contractor provides all vehicles; JT does not have vehicles available to the proposer.

Year	Paratransit Ridership	Revenue Miles (miles driven)	Revenue Hours (hours driven)	Cost per one-way trip
2022	6,163	26,594	1,678	\$18.96
2023	7,474	35,318	2,167	\$19.01
2024	6,990	32,037	1,943	\$19.58
2025	7,221	31,312	1,910	\$20.17

A snapshot of performance for Janesville paratransit is as follows and demonstrates the expected level of commitment to quality and service:

- The five-year average on-time pick-up percentage is 96.8%
- The average number of excessively long trips per month is 5.25

- The average trip length is 17 minutes
- A total of six (6) trip denials were experienced during the five-year period of 2020-2024 (excluding the early stages of the worldwide pandemic)
- A total of four (4) customer complaints were received concerning the paratransit contractor during the five-year period of 2020-2024
- The paratransit contractor had a total of three (3) missed trips during the five-year period of 2020-2024

Definitions

Denied Trip - A denied trip occurs when the paratransit contractor cannot schedule a ride that is no more than one hour before or after the desired departure time.

Door-to-Door - Door-to-door paratransit services are provided to all customers who require assistance entering and exiting the vehicle. Vehicle operators must assist the rider from the door of the origin to the door of the destination.

Eligible Rider - Eligible Rider refers to persons certified to receive complementary paratransit services, as provided for under the Americans with Disabilities Act. The eligibility of all riders is determined by JT.

Excessively Long Trip – A trip is considered excessively long when it is longer than one hour.

JT – JT is short for Janesville Transit.

Late Cancellation - A late cancellation occurs when the scheduled trip is canceled by the rider less than two (2) hours before the scheduled pick-up time.

Missed Trip - A Missed Trip occurs when the paratransit contractor does not arrive within the thirty minute window and does not transport the passenger.

No-Show - A No-Show occurs when the paratransit vehicle arrives at the pick-up location within the pick up window, waits the required five (5) minutes and the rider does not board the vehicle.

Revenue Vehicle - Any vehicle utilized by the Contractor to provide services to eligible riders.

Ride Checks - A method of performance review where the reviewer rides with an operator during service to evaluate the operator's performance.

The Contractor - The Contractor refers to the individual, entity, firm, company, corporation, partnership, or association contracted to provide the services for the City and the JT defined within this RFP.

The Proposer - The Proposer shall refer to any person or entity that takes one or more of the following actions; receives the RFP or submits a proposal in response to this RFP.

The City - The City refers to the City of Janesville.

Untimely Pick-up - An untimely pickup occurs when the paratransit contractor arrives after the pick up window has ended, but still transports the passenger.

Proposal Conditions

Notwithstanding any other provision of this RFP, all proposers are hereby specifically advised that this RFP is a solicitation only.

Responses to the RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions and criteria contained in this RFP, except as otherwise specified in the proposal. This RFP and any and all parts of the submitted proposal may become part of any subsequent contract between the selected paratransit service provider and the City.

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of fulfilling the above requirement will be the City's responsibility, and its judgment shall be final.

Proposal Timeline

RFP Issuance – March 6, 2026

Question Submittal Deadline – March 23, 2026 - On this date, any and all questions, requests for an interpretation or clarification of, or addenda to this RFP must be submitted, in writing.

Addenda Posted – March 30, 2026- On or before this date, the City will post responses to pertinent requests for interpretation or clarification of, or addenda to, this RFP.

Proposal Submittal Deadline – 12:00 PM Noon, April 24, 2026 - Prior to this time & date, all proposals must be submitted. Any proposal submitted after this deadline shall be considered late and may not be considered for evaluation.

Interviews / Negotiation Period – (Anticipated) – May 11-15, 2026 - During this time period, the City may conduct interviews and/or negotiate with proposers.

Contract Award – (Anticipated) – May 18, 2026

Start of Contract – No later than July 1, 2026

Proposal Submission Requirements

Proposals shall provide a straightforward, concise description of the Proposer's capability to satisfy all of the elements and requirements of the RFP. Each proposal shall be submitted in the requested format and provide all pertinent information. Note, some materials for submission include a page limit. The following shall be included in the Proposal:

Cover Letter

A brief letter signed by an officer of the responding organization, stating that the information contained in the submission is accurate and complete as of the date of submission. The letter shall also contain the

proposer's company name, address, email, and phone number, along with the name of the contact person who will be authorized to make representations for the organization. Also included shall be the legal status of the organization as well as whether or not any officer or partner of the organization failed to complete a contract, and if so, the circumstances involved. Maximum 1 page.

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Each proposer shall include an outline of the proposal, identified by sequential page number.

Experience

The Proposer shall provide a statement supporting the Proposer's ability to perform the terms of the Contract. The statement should include a list of all entities, public and private, for which the Proposer has provided paratransit services or similar door-to-door transportation services during the past ten (10) years including an identification of the services rendered, any assets provided, and the current status of the Proposer's involvement in those services. This list shall include a contact name at each entity; and physical address, email address and phone number for the contact. Maximum 1 page.

Key Personnel

The Proposer shall provide a listing of the key personnel involved in the administration of the contract; key personnel involved in service monitoring, and a summary of the personnel involved in the daily management of paratransit operations to include their knowledge, skills and abilities associated with managing and operating paratransit services. If a sub-contractor is proposed, describe the arrangement as well as the sub-contractor's role in the project.

Employee Training

The Proposer shall provide a description of the training program of vehicle operators, supervisors, dispatchers and maintenance personnel. The number of hours of training and types of training to be provided for each position shall be specified. The Proposer should also include the training subjects and resources planned for use during the life of the contract. Maximum 2 pages.

Safety Program

The Proposer shall provide a description of the safety program for operators, supervisors, dispatchers and maintenance personnel, including, at a minimum, elements regarding safety of employees and passengers. Areas covered shall include operational safety with and without passengers aboard, traffic safety, accident reduction and prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities. The Safety Program shall comply with any applicable Federal regulations of O.S.H.A. and any applicable Federal, State or local safety or environmental law, regulations, rules, codes, or orders. Maximum 2 pages.

Vehicle/Fleet Listing

The Proposer shall provide a table describing the vehicles that the Proposer intends to use to provide the requested services. The description shall include for each vehicle, at a minimum: the year, model and mileage of the vehicle; whether the vehicle is equipped with a lift or ramp; the seating capacity of the vehicle; and the number of securement areas in the vehicle including the type of securement devices installed. Maximum 1 page.

Vehicle Maintenance Program

The Proposer shall provide a description of the Proposer's vehicle maintenance program including, but not necessarily limited to: staffing, level of expertise, maintenance actions and frequency, including preventive maintenance schedule. Maximum 2 pages.

Scheduling and Dispatching

The Proposer shall provide a description of the Proposer's scheduling and dispatching system and procedures including a description of the computer system and software to be utilized by the Proposer for scheduling and dispatching. Maximum 2 pages.

Service Monitoring

The Proposer shall provide a description of how service is monitored. Maximum 1 page.

Customer Complaints

The Proposer shall provide a description of the proposed process for reporting and addressing customer complaints. Maximum 1 page.

Proposal Modifications for Consideration

The Proposer shall describe any suggestions and modifications to the proposal that would lower the cost per trip. All services listed in the scope must be provided.

Reports

The Proposer shall provide examples of reports listed in the Reporting Requirements section in this proposal. Indicate if any of the reports are "canned" software reports that cannot be modified.

Statement of Insurability

The Proposer shall provide a statement of insurability from a reputable insurance company. Prior to contract execution, the City will request and must receive proof of insurance.

Additional Data

The Proposer may include any other data it deems essential to the evaluation of the proposal. Maximum 5 pages.

Certification Forms

All forms found in Appendix A must be executed by the Proposer and submitted with the proposal to the City.

Price Proposal Worksheet (Appendix B).

While Janesville Transit prefers to pay on a per-trip basis, JT is open to considering alternate pricing models. All fees/rates associated with serving as the paratransit contractor must be stated on the Appendix B Price Proposal Worksheet or included on an additional sheet as part of your proposal. Pricing shall also include the base contract and option year pricing.

If the cost will vary depending on the actual number of rides (tiered approach to pricing), or if the per ride cost will vary depending on the mobility of the rider (ambulatory, non-ambulatory, bariatric, etc.) the proposal must indicate that fact. Clear pricing must be provided and explained. Any other costs to the City submitted by the Proposer shall be included with Appendix B; additional explanation or calculations may be included on additional pages.

Other Information

Following an initial review of proposals, JT may have follow-up questions requiring additional information. Further, the Proposer shall provide, *upon request and following initial review of proposals*, financial references, a copy of its audited financial statements (including Balance Sheets, Income Statements, and a description of assets and liabilities) for the last five years, together with the financial statements of any parent or affiliated company of the Proposer for the same period for review by the City.

An Equal Employment Opportunity Program, including an Affirmative Action Plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans shall also be submitted upon request, if applicable. The purpose of this review is to ensure the organizational stability and strength of the Proposer, and the state of incorporation if the Proposer is a corporation. JT will also request to inspect a sample vehicle proposed to be used for paratransit services.

Submission of Proposals

An emailed proposal shall be received by JT prior to the due date and time listed in the Timeline.

The email subject line shall state: "Proposal for JT-RFP-2026-1". Use of an online file-sharing software (e.g., Microsoft OneDrive; Dropbox) is encouraged to ensure large file sizes do not interfere with receipt. The proposal file format shall be Portable Document Format (PDF).

The proposal shall be emailed to smithr@ci.janesville.wi.us. Submitting a proposal to any email address other than smithr@ci.janesville.wi.us does not constitute receipt of a proposal by JT.

It is the Proposer's responsibility to verify that JT has timely received the emailed proposal before the due date and time above. JT is not responsible for late receipt of a proposal, regardless of the reason for the delay. Proof of transmission does not constitute proof of receipt. The Proposer is responsible for confirming that JT has successfully received their emailed proposal and is encouraged to do so due to the strict email filters used at the City of Janesville.

Submission of a proposal shall constitute a firm offer by the proposer to JT for one hundred twenty (120) days from the proposal opening. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

No person or entity submitting a proposal in response to this RFP, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means or engage in any discussion concerning the award of this contract with any member of JT staff or any employee of JT during the period beginning on the date of proposal issue and ending on the date of the selection of the contractor. Any such contact would be grounds for disqualification of the proposer. Contact with JT staff during such time period must be limited to technical questions. The exception to this rule would be when the proposer being a current service provider is making contact concerning the current services being provided under a separate and current contract.

Clarification and Amendment Process

A Proposer may submit to the City a written request for an interpretation or clarification of, or addenda to, this RFP.

The City will review and prepare a response to each request made by a proposer pursuant to this section. The responses will be posted on the City's website to ensure all interested parties receive the same information.

The City reserves the right to make modifications or addenda to this RFP. If the City determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon the City's own initiative, the City will issue, and make available to all prospective proposers, a written addendum setting

forth this revision. Proposers shall acknowledge receipt of addenda by written notice thereof returned to the City as a component of the proposal (see Appendix A). Without acknowledgement of addenda, proposals may not be considered. Where addenda require changes in the work to be performed under the Contract, the date set for receipt of proposals may be postponed by such number of days as the City determines are appropriate in order to enable prospective proposers to revise proposals.

The City is not bound by any oral interpretations, clarifications, or changes made to this RFP by any City employee. Any clarification or change to the RFP must be provided in writing pursuant to this section.

Incurring Costs and Right to Cancel

The City shall not be responsible for any expenses incurred by any vendor in the development of a response to this RFP, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City and/or its representatives.

The City reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor.

Proposal Rejection and Withdrawal

The City reserves the right in its discretion to accept or reject any and all proposals submitted in response to the RFP or refuse to enter into any contract resulting from any proposal submitted, without expense to the City.

The Proposer or an authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person or by written, telegraphic, or electronic notice.

After the proposal receipt deadline, proposals may not be withdrawn for one hundred and twenty (120) calendar days.

Acceptance of Proposals

Each proposal shall be submitted with the understanding that it is subject to the evaluation procedure set forth in this RFP, and to negotiation at the option of the City. Upon acceptance of the final offer, in writing by the City, to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the Proposer to furnish and deliver at the price proposed and in accordance with conditions of said accepted proposal and this RFP, as negotiated. The City reserves the right to make the award under this RFP based upon the initial proposals submitted.

Contract Documentation

Any contract resulting from this solicitation shall contain the terms and conditions included in this RFP, any addenda to the RFP, and the successful proposal.

Single Proposal Response

If only one proposal is received in response to this RFP, information may be requested from the Proposer to enable the City to perform a cost/price analysis, evaluation, and/or audit in order to determine if the price is fair and reasonable.

Evaluation of Proposals

All proposals received will be evaluated according to the criteria described. An evaluation committee shall make a recommendation, based on the perceived best value to the City.

Negotiations may be held between the City and its representatives with proposers in the competitive range. The City shall have the right to conduct a cost/price analysis, to review and audit all business records and related documents of any and all proposers (and any affiliated or parent company) to determine the fairness and reasonableness of the proposal, to contact any and all client references, and to conduct site visits, vehicle inspections, and investigations. An interview and presentation may be required.

Evaluation Criteria

This is a request for proposal for the purchase of services. The award decision is not based solely on price; factors other than cost will be reviewed and evaluated. The following items comprise the evaluation criteria, which includes the criterion listed below:

Qualifications & Experience	(30%)
Employee Training	(5%)
Safety Program	(5%)
Maintenance Program	(5%)
Schedule & Dispatch	(10%)
Reports	(10%)
Service Monitoring	(5%)
Complaint Handling	(5%)
Completeness of Proposal & Forms	(5%)
Price	(20%)

Scope of Service

The Contractor shall operate door-to-door paratransit services for the City in accordance with this RFP and the procurement documents referenced within this RFP.

The Contractor shall, at all times during the term of the Contract, perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, material, and supplies necessary. Notwithstanding the provision of drawings, technical specifications, or other data by the City, the Contractor shall have the responsibility of supplying all items and details required to perform the services specified in this RFP.

The Contractor shall conduct all work in the Contractor's own name and as an independent contractor and not in the name of, or as an agent for, JT.

The Contractor's performance of services shall be in accordance with this contract, and in accordance with the RFP and the Contractor's proposal, all of which are hereby incorporated into this contract.

Term of Contract

The term of the Contract shall be for an approximate 30-month period commencing no later than July 1, 2026 and ending on December 31, 2028. The City and the Contractor, if mutually agreed upon, shall have the option to extend the contract for two (2) additional one (1) year periods commencing on the day after the 30 month contract expires, or the day after the previous one year extension expires.

The Contract shall automatically extend into each one (1) year option unless either party notifies the other, in writing, 180 calendar days prior to the expiration of the initial and/or succeeding contract option period.

Service Area

The Contractor shall be able to provide the service, in accordance with the RFP and the Contractor's proposal, to the geographical area including the entire city limits of the City and any area located within $\frac{3}{4}$ mile of any non-commuter route that extends beyond the city limits. The Service Area Map is found in Appendix D.

Qualifications of Contractor

Prospective Contractors must meet the minimum qualifications set forth below to be considered eligible to propose on this service Contract.

1. The Contractor must be a privately owned transportation company; a non-profit agency; or a public transit agency able to operate in Rock County.
2. The Contractor must have on staff management, experienced with the operations of community-oriented transportation service who will take a responsible role in managing the service.
3. The Contractor must be financially capable of undertaking this service.
4. The Contractor must be prepared to provide substitute vehicles (in case of an accident, breakdown, or emergency, etc.) within one hour of an occurrence.
5. The Contractor must be prepared to obtain drivers as specified in the Personnel Requirements section.

Responsibilities of the Contractor

1. Schedule, provide, and supervise service.
2. Conform to the regulations provided in the "JT Paratransit Policies" and "Oversight of Paratransit Contractor" documents, which can be found in the Appendix.
3. Provide and maintain revenue vehicles for use in the service.
4. Provide full scheduling and dispatch functions.
5. Provide a complete customer service information phone line, including customer voice phone service during all hours of operation. Callers shall be able to speak to an employee during regular hours of operation. Office hours must be at least 8:00am to 5:00pm, Monday through Friday. Automated attendant systems are acceptable during non-business hours. After hours policy should be developed to adequately service all call-ins and pick-ups.
6. Provide door-to-door paratransit services for eligible riders from 6:15 AM CST to 6:15 PM CST Monday through Friday; and provide door-to-door paratransit services for eligible riders from 8:45 AM CST to 6:15 PM CST on Saturdays.
7. Provide appropriate computer hardware and software to operate the dispatch and scheduling functions.
8. Provide office space and supplies in connection with the performance of the contracted services.
9. Provide and/or subcontract all necessary vehicle maintenance and vehicle maintenance as described in the Revenue Vehicles/Fleet Requirements section.
10. Collect fare from passengers and sell ten-ride punch passes. Offering electronic payment options is desired (Venmo, Google Pay, Apple Pay, etc)
11. Inform the City and receive authorization before implementing customer-facing policy changes or major initiatives.

12. Meet performance and safety standards as described in the submitted proposal and submitted safety program.
13. Provide qualified personnel having management, operational, and maintenance expertise necessary to operate the services described in this contract.
14. Comply with the City's Drug and Alcohol Abuse Testing Program, and other drug and alcohol testing rules and regulations as required by the FTA or State of Wisconsin as those requirements apply to the testing of vehicle operators, mechanics, and dispatchers. Note, the standards for random, ongoing drug and alcohol testing for paratransit providers is stricter than what is required for non-emergency medical transportation.
15. Meet employee hiring and training standards as specified in the Contract.
16. Maintain all equipment and Revenue Vehicles. The City reserves the right to inspect all maintenance records, equipment, and revenue vehicles to ensure proper vehicle care and passenger safety and will do so as part of ongoing monitoring.
17. Assist the City in marketing, in accordance with JT's marketing plans (i.e. Brochures to be distributed to passengers).
18. Maintain regular written and verbal communications with JT management.
19. Respond, comply and/or assist with JT's monitoring programs.
20. Assist with ongoing programs including origin-destination surveys and other ridership and customer satisfaction surveys that may be periodically undertaken.
21. Attend regularly-scheduled and special meetings with JT and/or the City.
22. Recommend to JT improvements to the system services.
23. Respond promptly and precisely to the City's requests.
24. Promptly notify the City of any deficiencies in facilities; revenue vehicles; contract requirements or customer complaints.
25. File operating, financial, and performance reports and invoices in a timely manner.
26. Immediately report to the City any accidents (including passenger accidents), any other non-routine events, or any operational deviations.
27. Investigate accidents and unsafe practices.
28. Cooperate with law enforcement agencies and other local departments with respect to security activities.
29. Acquire and maintain a parts inventory adequate to the type and number of revenue vehicles in the fleet; or be assured of same available locally; or by sub-contract.
30. If the Contractor supplies fuel, it must maintain an appropriate and sufficient level of fuel supply and notify its supplier of the need for fuel to keep the revenue vehicles in operation.
31. Follow all applicable local, State, and Federal regulations.
32. The Contractor is solely responsible for the payment of any citations, fines, or penalties assessed by any government agency or authority resulting from the Contractor's operation of the paratransit service.

Responsibilities of the City

1. Establish requirements for the Contractor in the Contract, including any amendments or supplemental agreements to the Contract.
2. Develop and implement policies on issues related to transportation services, including, but not limited to, service area, hours of service, and fares.
3. Review applicants to determine eligibility for ADA paratransit services.

4. Maintain a current record of riders certified to be eligible for services and provide information from such records as may be necessary for the Contractor to perform its responsibilities under the Contract.
5. Pay the Contractor for services properly rendered.
6. Administer and monitor the Contract.
7. Inspect the Contractor's work.
8. Inspect the Contractor's drug and alcohol testing facilities, including performing mock tests.
9. Hold, at minimum, one onsite monitoring meeting annually.
10. Review the Contractor's records.
11. Prepare and review the Contractor's paratransit performance indicators.
12. Investigate unsafe practices.
13. Address, upon request, negative incidents or anti-social behavior by Janesville Transit paratransit riders towards the Contractor, or customers/riders.
14. Comply with Federal, State, and local laws and regulations.
15. Review and approve all material mass-produced for distribution to customers by the Contractor prior to distribution.
16. Determine the passenger fare.
17. Provide technical assistance upon request, including offering a training presentation to staff annually, annual MIS reporting, and provide timely responses to inquiries from the Contractor.

Fare, Revenue and Payment Information

The Contractor shall be paid by the City on a per-trip basis. The Contractor shall be paid per trip the difference between the cost of the trip and the fare collected.

Fare Structure and Collection

The Contractor is required to sell pre-paid fares (ten ride punch passes) to clients without a service fee, if the rider pays with cash or check; service fees associated with app, online, or credit/debit card are acceptable, provided they are reasonable.

The Contractor must collect, count, record, deposit, and monitor all fares, and fare substitute (punch pass, etc.). All revenue collected by the Contractor will be retained by the Contractor.

The Contractor must provide a means of supervising the collection of fares, including mechanisms for driver accountability.

The Contractor must utilize a system that accounts for City paratransit clients separate from any other clients or contracts being serviced by the Contractor.

The Contractor must be able to handle a fare structure for non-agency fare riders and agency fare riders, as described in Appendix C.

The current passenger fares are listed in Appendix C. The passenger fares are subject to change during the course of the Contract and the City retains the right to make any fare adjustments it deems appropriate. Should the City increase the fare, the amount the City shall pay per ride to the paratransit provider shall decrease by the corresponding fare increase. Should the City decrease the fare, the amount the City shall pay per ride shall increase by the corresponding fare decrease.

Invoices and Payments

The Contractor shall submit a monthly invoice to the City for the number of trips provided during the previous month. Such invoice shall be submitted no later than the fifteenth (15) business day of each month.

Along with the monthly invoice, the Contractor shall submit the monthly reports outlined in the Reporting Requirements section of this proposal. Such reports must be submitted no later than the fifteenth (15) business day of each month. Monthly reports shall be emailed to Janesville Transit. The monthly reports shall be emailed in a format that may be manipulated for data analysis purposes (i.e., reports provided in Excel format, not PDF).

The City reserves the right to request any and all information to support any charges submitted in the invoice. The City may, at any time, conduct an audit of any and/or all records kept by the Contractor that are directly or indirectly related to the services provided under the contract. Appropriate financial adjustments shall be made by the City based upon any inconsistency, irregularity, discrepancy or unsubstantiated billing revealed as a result of such audit. Any overpayment discovered in such an audit may be charged against the Contractor's future invoices. The City may withhold payment for services which it believes were improper, failed to meet service specifications, and/or are otherwise questionable.

Payment shall be made within thirty (30) days of verification and acceptance, by the City, of the invoices. The City shall require from the Contractor any additional billing and invoicing as needed during the duration of the Contract.

Personnel Requirements

The Contractor shall provide qualified personnel capable of performing the services required under the Contract. The total number of personnel necessary for operations and services shall be determined by the Contractor. However, the City shall determine the adequacy of the service level.

Employees shall have no criminal history detrimental to the population being served.

Employees providing services shall, at all times, be and remain the sole employees of the Contractor and the Contractor shall be solely responsible for the payment of all employee wages and benefits.

The Contractor, without any cost or expense to the City, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance, all forms of Social Security, and withholding of income tax at its source from wages of employees.

The Contractor shall be in breach of the Contract and subject to termination for default should any personnel not meet the requirements of the Personnel or Training Program employed by the Contractor for the purpose of performing duties pursuant to the Contract.

The Contractor shall adhere to its Personnel Program. All employees of the Contractor shall have completed the Contractor's training program.

The Contract shall ensure that an ongoing periodic medical testing related to drug use and alcohol abuse is conducted for vehicle operators, mechanics, and dispatchers, including non-CDL holding persons in safety-sensitive positions, in accordance with Federal Transit Administration (FTA) laws and regulations. A summary report of test results shall be provided to the City as required by the FTA or US Department of Transportation.

Any vehicle operator, mechanic, or dispatcher who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol abuse or drug use shall not be permitted to be employed to provide any service under the Contract.

All personnel shall maintain a professional, courteous attitude toward passengers including answering, to the best of their ability, all passenger questions and performing other tasks as directed.

Promptly upon the City's request, the Contractor shall remove from providing service under the Contract any employee who the City considers unsuitable for work or who has displayed any pattern, practice or severe act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by the City. The Contractor shall mandate all vehicle operators, dispatchers and personnel available to the public to be appropriately attired in a clean, professional manner.

Employees are prohibited from smoking, chewing tobacco, or the use of E-Cigarettes in any revenue vehicles or in the immediate presence of clients.

Management

The Contractor shall designate a Project Manager who shall supervise the day-to-day operations of the service, as well as the management of accounts and operating records.

The Project Manager, or designee, shall be available by telephone or in person during all hours of operations to make decisions as necessary at the request of the City. When that person is unavailable (vacation, illness, etc.) a designee shall be named.

The Contractor shall provide the telephone number of at least one member of its staff, other than the Project Manager, with the authority and responsibility to make binding decisions, acting as an agent for the Contractor. This management individual shall also respond in person to any emergency or accident involving extensive property damage or injuries if the Projector Manager is unavailable.

Supervisors

The Contractor shall specifically designate personnel as "supervisors" and shall establish the responsibilities and accountability of those employees.

The Contractor shall require supervisors to be responsible for coordinating runs, ensuring on-time performance, assisting passengers, conducting on-site incidents and accidents investigations, and communicating with the base facility and Revenue Vehicles.

Operators

All operators of revenue service vehicles shall be legally licensed to operate in the State of Wisconsin; possess a valid Commercial Driver's License if necessary; possess any other licenses or endorsements required by applicable local, State, and Federal laws and regulations; be at least 18 years of age; and have at least two years driving experience.

The Contractor shall perform a thorough background check on all potential employees prior to their hiring.

The Contractor shall not employ any person as an operator for the contracted services who has been convicted of a felony involving a crime of violence or committed in the use of a vehicle; been convicted of an offense involving a serious traffic violation (as defined in the Commercial Driver's License standards, requirements, and penalties); or who has been convicted of a drug or alcohol offense. Vehicle operators shall have no more than three (3) moving violations and /or chargeable accidents within the previous five (5) year period at time of hire.

Each Operator shall be alert, careful, and competent in terms of driving ability and habits.

Each Operator shall be courteous to all passengers.

Each Operator shall be neat and clean in appearance.

Each Operator shall be trained in the following areas:

- Defensive driving and vehicle handling.
- Passenger handling and care, including the safe operation of lift devices, securement devices, wheelchairs and all mobility devices.
- All operational and safety policies and procedures relative to their position.
- Title VI & and the ADA.
- Sensitivity issues in order to recognize and respond to the needs of individuals with various disabilities and to properly assist and treat individuals with disabilities in a respectful and courteous manner.
- Anti-Harassment.

Operators shall, pursuant to requests by the City, distribute notices to passengers.

Operators shall have available a timepiece at all times during operation of any Revenue Vehicle.

An adequate number of fully-qualified Operators shall be available as backup operators during all operating hours to ensure consistent and reliable service.

Operators must immediately report to the Contractor any traffic violations, traffic citations, accidents, passenger accidents, or other non-routine events.

Operators must have in their possession while on duty, valid Commercial Driver's Licenses, if applicable; and DOT Medical Cards, unless exempt.

Mechanics

The Contractor shall either employ personnel sufficient in numbers and with an adequate mix of skills to maintain revenue vehicles or the ability to contract the work, on a top priority basis, for these services through a reputable and dependable third party.

Any third party vendor must possess the ability to repair and service revenue vehicles and equipment, including, but limited to, lifts, ramps, air conditioners, and heating units.

Any third party contract shall specifically indicate availability of mechanics during operational hours for emergency road service.

The Contractor shall ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed at the time they are needed.

Maintenance activities will be carried out at times which do not interfere with the schedule of revenue vehicles to meet service demands.

Dispatcher and Clerical Staff

The Contractor shall employ personnel sufficient in numbers and with an adequate mix of skills to schedule and appropriately dispatch vehicles for all services relating to this Contract.

Scheduling and Reservation Requirements

All trips must be scheduled and/or dispatched through the Contractor. The City will not perform any scheduling functions.

The Contractor shall not assign any client exclusively to a particular driver. Requests for such service shall be denied without exception.

The Contractor must allow for “previous day” reservations in accordance with ADA, 49 CFR Part 37. The Contractor must allow more advanced registrations (at least 14 days in advance) consistent with the “subscription service” criteria contained in ADA.

Same day trip requests may be provided if time and scheduling permits.

The Contractor shall attempt to accommodate all unscheduled return trips (i.e. from medical appointments, sometimes referred to as “will call” pick up) within 60 minutes of notification. The dispatch center shall provide an estimated time of arrival for requests of this category, providing callbacks to the customer, if required.

Revenue Vehicles/Fleet Requirements

All Revenue Vehicles are subject to inspection by JT, the Janesville Police Department, the Wisconsin State Patrol or other agency designated by the City. Revenue vehicles shall be operated in accordance with all applicable local, State and Federal laws and regulations with regard to safety, comfort, and convenience of passengers and the general public. The Contractor is required to use the highest degree of care in the operation of revenue vehicles and in providing assistance to passengers.

All Revenue Vehicles used for the contracted services must meet the vehicle accessibility standards for the type of vehicle in question set forth in 49 CFR Parts 37 and 38 and the standards for Wisconsin Human Service Vehicles in Wisconsin Trans. 301.

The Contractor shall ensure that all revenue vehicles are fully licensed and inspected as required by the State of Wisconsin.

All specialized revenue vehicles regularly assigned in the transportation of non-ambulatory ADA Certified passengers must be able to carry a minimum of four passengers and have a minimum of two securement areas for wheelchairs.

The Contractor is solely responsible for the cost of any incident or accident to any revenue vehicle used to provide services under this agreement.

The Contractor shall ensure that it has available at all times sufficient revenue vehicles, in operable condition, to provide all of the services called for under this Agreement.

The Contractor shall ensure that all revenue vehicles used to provide the service contemplated in this Contract are equipped with two-way voice communications.

The Contractor shall ensure that all revenue vehicles used to provide the service contemplated in this contract display the appropriate identifiable signage.

The City reserves the right to inspect, examine, or test, at any reasonable time, any equipment used in performance of the work in order to assure compliance with these specifications.

The Contractor may be required to transport the vehicles, at the Contractor's expense, to the designated inspection facilities.

The Contractor shall maintain all revenue vehicles in accordance with all local, State, and Federal requirements for safety; and as otherwise required in the Contract.

All maintenance and repair of revenue vehicles shall be completed and documented, including the routine replacement of components and to the manufacturer's specifications and standards, at a minimum.

All maintenance performed on revenue vehicles shall be at a standard in accordance with the Contractor's preventive maintenance program.

All revenue vehicles shall receive a daily pre-trip inspection prior to being placed in service. The pre-trip inspection procedure must be approved by the City. The following items must be included in the pre-trip inspection to ensure appropriate working order:

1. Turn signals, emergency flashers, and any other electrically illuminated signs
2. Headlights, on both high and low beams
3. Brake lights
4. Inside lights
5. Windshield wipers
6. Door operation
7. Horn
8. Brakes
9. Oil level and pressure
10. Battery charging by generator or alternator
11. Steering
12. Two-way Communications
13. Heater(s)

14. Air Conditioning System
15. Safety equipment
16. Cleanliness, interior and exterior
17. Amount of fuel and other fluid levels
18. Wheelchair lifts or ramps and securements

The Contractor shall make necessary repairs, adjustments or additions prior to placing any revenue vehicle in service.

Each revenue vehicle shall receive routine inspections, adhering to the manufacturer's recommendations for preventative maintenance. Any defects identified by the vehicle operator or inspector shall be noted on a defect report. Appropriate action shall be taken by the Contractor to correct defective items noted in a defect report prior to the operation of the revenue vehicle. Revenue vehicles shall not be operated with defects that make them unsafe to operate. The Contractor shall maintain revenue vehicles and schedule maintenance activities to assure that maximum numbers of vehicles are available for revenue service during peak hours.

All repair work shall be performed by maintenance personnel who have demonstrated experience and have documented training in the work to be completed.

Maintenance personnel shall have the necessary equipment and tools to perform any authorized work. The City shall not be responsible for providing such tools or equipment.

The Contractor shall maintain the cleanliness, both interior and exterior, of all revenue vehicles up to and beyond an acceptable standard.

All components of the revenue vehicle body, appurtenances, and frame shall be sound and undamaged while in service.

Revenue vehicles shall not be placed in service while any noxious fumes or detectable odors remain in the vehicle.

The Contractor shall remove or cover graffiti on revenue vehicles within twenty-four (24) hours of discovery.

Any and all maintenance work, repair work, and inspections of any equipment used to perform the services required by this contract, completed by the Contractor, or Sub-Contractor, must be documented in detail.

Contractor Facility Requirements

The Contractor shall independently determine the number, size, and type of facilities required to comply with the requirements of this agreement. The size of the facility shall be based on the size of the vehicle fleet, its vehicle composition, and any contractor requirements for full implementation.

The Contractor shall be responsible for meeting all Federal, State, and Local laws/regulations regarding the facilities. Any permits/approvals required for the facilities shall be the responsibility of the Contractor.

The Contractor shall be solely responsible for arranging or directly providing vehicle towing.

All equipment will be housed overnight at the Contractor's facility with the exception of equipment properly stored at another facility.

The Contractor is responsible for maintaining and repairing the Contractor's facility to provide for a safe and professional operating environment.

Reporting Requirements

The Contractor shall submit reports to the City. These reports are used to monitor service delivery, ensure accuracy of invoices, and prepare and analyze performance indicators to ensure compliance with federal requirements of the paratransit program. Examples of such reports can be found in the Appendix. The operational reports must, at a minimum, contain the information specified in this section. Other reports relating to operational performance will also be required from the Contractor, as requested, to meet grant eligibility and monitoring requirements. The Contractor shall submit the required information in a format to be approved by the City.

Trip report (Monthly)

Operators shall accurately complete and submit trip reports for each passenger. The Contractor shall provide monthly a One Way Trip Report. The trip report shall include the following:

1. Month of the report;
2. Date of service;
3. Passenger name
4. Trip origin address, including municipality (pick up address);
5. Trip destination address, including municipality (drop off address)
6. Pick-up time (scheduled and actual);
7. Actual Drop-off time;
8. Pick Up Odometer and Drop Off Odometer; or Total miles traveled;
9. Total number of One-way trips;
10. The report must designate agency fare trips and non-agency fare trips.
11. Other data, as necessary, to ensure the monitoring of the service and performance indicator calculations may be completed.

Operating Data (monthly)

The Contractor shall provide monthly operating data; which, at a minimum, shall include the following:

1. Untimely Pick Up Data to include date of service; passenger name; trip origin address including municipality (pick up address); drop off address including municipality; scheduled pick up time; actual pick up time; an explanation for each untimely pick up; total number of untimely pickups
2. Trip Denial Data to include date of requested service; passenger name; explanation for each denied trip; total number of trips denied
3. Missed Trip Data to include date of scheduled service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; scheduled pick up time; an explanation for each missed trip; total number of missed trips
4. Excessively Long Trip Data to include date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; pick up time;

drop off time; trip length in minutes; an explanation for each excessively long trip; total number of excessively long trips

5. Late Cancellation Data to include date of service; passenger name; Trip origin address including municipality (pick up address); destination address including municipality; scheduled pick up time; cancellation time; total number of late cancellations
6. No Show Data to include date of service; passenger name; trip origin address including municipality (pick up address); destination address including municipality; scheduled pick up time; time of cancellation; any explanation as to why the passenger cancelled; total number of no-shows.

Financial Report (Monthly)

The Contractor shall provide a monthly financial report to the City. This report shall include total number of agency fare one-way trips and non-agency fare trips, and the total revenue collected.

Complaint Reports (Monthly)

The Contractor shall record, investigate, and report all passenger complaints to the City using a process and format approved by the City. Information gathered as part of the complaint investigation will include the following:

1. Date and Time of Complaint
2. Name and contact info of person making the complaint, if known
3. Description of the complaint
4. Summary of supervisor and customer follow up

Other Reports(Per occurrence)

The Contractor shall provide the following reports to the City as they occur:

1. Incident briefs/findings
2. Significant personnel changes
3. Suggested improvements

Revenue vehicle roster (annually or upon change).

The Contractor shall provide the City with a list of revenue vehicles that identifies each vehicle by year, model, mileage, lift status, and primary location. This roster should be updated and supplied to the City when requested or upon change of vehicles used primarily for Janesville paratransit operations.

Accident reporting (Per Occurrence)

In the event of a traffic citation, traffic accident, passenger accident, emergency or other non-routine event, the Contractor shall notify the City verbally within twenty-four (24) hours upon the receipt of such information. The Contractor shall notify the City in writing within seventy-two (72) hours upon receipt of such information.

Insurance

The Contractor shall carry and pay premiums for insurance of the types and with the limits of liability not less than stated below. The Contractor shall take out and maintain during the term of this proposal such general liability, vehicle liability, and property damage insurance as shall protect the City and JT 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 Contractor or by another directly or indirectly employed by either of them, by naming the City, JT, its officers, council members, agents, employees or authorized volunteers as additional insured. Such

insurance shall be maintained in effect during the term of the Contract and shall cover all events occurring during the term of the Contract (commonly known as tail coverage). It is hereby agreed and understood that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. The minimum amount of insurance shall be as follows: Workers' Compensation Insurance covering all of Contractor's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of Wisconsin and/or any applicable law or laws of any other state or states. Employer's Liability Insurance with limits of liability of not less than \$100,000 per accident, \$100,000 per employee for disease, and \$500,000 policy total for disease.

General Liability Insurance including the coverage for The Contractor's premises used for storage and maintenance of vehicles used in performance of the Contract with limits of liability of not less than \$1,000,000 each occurrence combined single limit and \$2,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability and Liability for Independent Contractor. Claim made form of coverage is not acceptable. Automobile Liability Insurance covering "any auto" used in connection with the work performed under the Contract with limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.

All such policies as required above shall be endorsed to provide a sixty (60) day written notice of cancellation, renewal, or material change to the City.

The limits of liability as required under this section may be provided by a single policy of insurance or a combination of policies including the so-called umbrella liability policy. Self-insurance or the use of deductibles or self-insured retentions shall not be considered as complying with these requirements unless approved in writing by the City.

The types of insurance and limits of liability stated in this section are the minimum acceptable to the City and shall in no way be construed as a limitation of the Contractor's liabilities and obligations arising out of the performance of the Contract.

The Contractor shall require any and all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability as the Contractor shall deem appropriate and adequate. The Contractor shall obtain and make available for inspection by the City upon request certificates of Insurance evidencing insurance coverage carried by such subcontractors.

All insurance required, maintained, or provided by the Contractor and subcontractors shall be with companies and policies approved by the City. The City has the right to inspect, prior to commencement of the work, all of the Contractor's insurance policies in regard to required insurance coverage. All such insurance companies shall carry a "Best's" rating of A- (or equivalent) and be licensed by the State of Wisconsin.

Proof that such insurance coverage exists as required above shall be furnished to the City in the form of certified copies of insurance policies within fifteen (15) calendar days prior to the commencement of service as set out in the contract. Renewal or replacement policies shall be furnished fifteen (15) days

prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the contract.

If the Contractor fails to provide proof of required insurance during the term of the Contract, the City reserves the right, but not the obligation, to purchase other insurance to protect the City's interests and to withhold from the Contractor's payments the cost of such insurance.

Claims

If a claim is made against the Contractor as a result of any service performed under this contract, the Contractor must verbally notify the City with a complete and accurate description of the claim within twenty-four (24) hours of the submission of the claim to the Contractor. A written description of the claim must be submitted within forty-eight (48) hours of the submission of the claim to the Contractor. The City will notify the Contractor of any claims reported directly to the City within seventy-two (72) hours of receipt of the claim.

No-Show Procedures

A No-show occurs when a vehicle arrives on time for a pick-up and the passenger decides not to board the vehicle, or is not present at the address listed on the manifest. A late cancellation occurs when the scheduled trip is canceled by the rider less than two (2) hours before the scheduled trip. For purposes of this definition, if a vehicle operator arrives early or within five minutes after the beginning of the on-time window, he/she must wait until five (5) minutes after the on-time window begins before considering the passenger to be a No-Show. Late cancellations are considered and will be treated as no-shows when considering suspensions if the effects of such a late cancellation are operationally equivalent to a no-show in terms of the negative impact on paratransit service operations.

The City enforces a No-show suspension policy which requires accurate recording of No-show occurrences. The Contractor is responsible for making every reasonable effort to verify that a ride is a valid No-show before proceeding with the next trip. A history of no-shows or late cancellations will be addressed with the rider by JT.

Continuity of Services

The Contractor recognizes that the services under the Contract are vital to the City and JT and must be continued without interruption and should, upon contract expiration or termination, another entity, either JT or another provider, continue those services the Contractor agrees to:

Furnish phase-in/phase-out services for up to ninety (90) days after the Contract expiration or termination.

Negotiate in good faith a plan with the subsequent provider to determine the nature and extent of phase-in/phase-out service required. The plan shall include, but not limited to:

- A specified training program
- An adequate amount of experienced training staff to ensure the services are maintained at a proficient level
- A date for transferring responsibilities
- Sharing of passenger lists, trip schedules, etc to ensure no rides are missed during the transition

The plan shall be subject to the City's approval.

Exercise its best efforts and cooperate to affect an orderly and efficient transition to the subsequent provider.

The Contractor shall be reimbursed for all reasonable phase-in/phase-out costs that are incurred within the agreed period after contract expiration or termination that directly results from phase-in/phase-out operations.

Letter of Credit

The City may, at its discretion, require the contractor to provide a letter of credit or a proof of funds in the amount of half the value of the annual contract cost.

Assignability

The Contract or any portion thereof shall not be assigned, nor the interests, rights, duties, or responsibilities of the Contractor transferred except with the prior written approval of the City. This provision is separate and apart from the provisions outlined in the Subcontracting section.

Disclaimer of Liability

The City will not hold harmless or indemnify the Contractor for any liability whatsoever.

Hold Harmless

The Contractor agrees to protect, defend, indemnify and hold the City, JT, and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character including Worker's Compensation suits, liability or expenses (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Contractor or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined The Contractor was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

Allowable Service Changes

The City may modify or adjust the services provided under the Contract in accordance with this section, provided these changes are not a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract. Modifications and adjustments may include, but are not limited to: Geographic size of the service area, service hours, or passenger fares. Service changes shall be set forth in a written notice from the City.

Any service changes proposed by the City shall be submitted in writing to the Contractor, identifying the proposed change in reasonable detail and specifying the proposed implementation date.

The Contractor shall, within fifteen (15) days after receipt of a proposed service change, provide the City with a written description of the anticipated impact of such change on existing operations and schedules and the feasibility of such service change. The Contractor may also propose service changes and suggest alternatives or modifications to service changes proposed by the City. Only those changes directed or approved by the City shall be implemented by the Contractor.

Following the City's review of information provided by the Contractor pursuant to this section, the Contractor shall proceed to implement the proposed service change (with any modifications accepted by the City) in accordance with the schedule or timetable established by the City.

Notwithstanding the preceding provisions of this section, the City may direct the Contractor to make temporary modifications in the services provided or the schedules in order to address short term operating problems or issues.

Change Orders

Written change orders are required. No change in this contract shall be made unless the City gives its prior written approval. The Contractor shall be liable for all costs resulting from any change in the Scope of Work not properly ordered by written modification signed by the City.

Oral change orders are not permitted.

The City reserves the right to issue an immediate change order and negotiate cost and price afterwards. Within thirty (30) calendar days after receipt of a written change order proposal from the City, the Contractor shall submit to the City a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the City. At that time, a change order shall be executed in writing by both parties. Disagreements that cannot be resolved by negotiations shall be resolved in accordance with the breaches and disputes explanations provided in the Federal Clauses section. Regardless of any disputes, the Contractor shall proceed with the work ordered at the sole direction of the City.

Subcontracting

The Contractor will not enter into any subcontract except with the prior review and written approval of the City.

In any case in which the Contractor desires to subcontract, it shall provide the City with all proposed subcontracting agreements and documents, including scope of work and terms of compensation. The Contractor shall be fully responsible for all work performed by any subcontractor.

The City encourages the Contractor to utilize subcontracting of services under this Contract in order to avoid capacity constraints on paratransit service as defined in appropriate Department of Transportation regulations and this Contract.

Any approval of a subcontract shall not be construed as making the City a party to such subcontract, giving the subcontractor privity of contract with the City, or subjecting the City to liability of any kind to any subcontractor.

All subcontracts will incorporate in full all appropriate conditions and terms as set forth herein. The Contractor may not, by subcontract, modify its obligation to perform in full compliance with its proposal, change its key personnel, alter its training or safety programs, or otherwise modify the basis upon which the Contractor was selected, and contract award made. Any action of the Contractor in violation of the preceding sentence shall constitute a breach of the Contract and an act of default. By entering into a subcontract, the Contractor shall not, under any circumstances, relieve the Contractor of its liability and obligations under the Contract and all transactions with the City must be through the Contractor.

Code of Ethics

All employees of the Contractor shall comply the “Code of Ethics” policy provided in the Appendix. All employees of the Contractor shall not solicit, demand, or accept from any person anything of a pecuniary value for or because of any action taken or to be taken in the performance of their duties.

Organizational Conflict of Interest

Prior to entering into this Contract, the Contractor is required to inform the City of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Contract, or may impact the Contractor's objectivity in performing the Contract work.

Licensing, Permits, and Taxes

The Contractor 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. The Contractor will provide proof of such to the City. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the Contract.

Waiver of Terms and Conditions

The failure of the City or the Contractor to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by the City of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

Interpretation, Jurisdiction, and Venue

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Wisconsin. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of Wisconsin or of the United States having jurisdiction in Wisconsin for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such contract, and agrees that any such suit or cause of action may be brought in any such court.

Compliance with Laws and Permits

The Contractor shall give all notices and comply with all existing and future Federal, State, and Local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including, but not limited to, the laws referred to in these provisions of the contract and in

the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the City certificates of compliance with all such laws, orders, and regulations.

Inspection of Work

All work, which includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection and test by the City to the extent practicable at all times and places during the term of the Contract.

All inspections shall be made in such a manner as to not unduly delay the work. The City shall have the right to enter the premises used by the Contractor for the purpose of inspecting and auditing any and all data and records which pertain to the Contractor's performance under the Contract. The City shall also have the right to enter the premises used by the Contractor for the purpose of inspecting vehicles that are used to provide services under the Contract.

If any work performed is not in conformity with the requirements of the Contract, the City shall have the right to require the Contractor to perform the work again in conformity with such requirements at no increase in the total contract amount.

When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the City shall have the right to:

- Require the Contractor to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract
- Reduce the Contract price to reflect the reduced value of the work performed.

In the event the Contractor fails to promptly perform the work again or take necessary steps to ensure future performance of the work in is conformity with the requirements of the Contract, the City shall have the right, either by contract or otherwise, to have the work performed in conformity with the Contract requirements and charge to the Contractor any costs directly related to the performance of such work, or terminate the Contract for default.

The City intends to monitor performance of this Contract. Techniques that will be used to assess the Contractor's performance include, but are not limited to, radio and phone system monitoring, dispatch center inspection, field investigation, calculation and review of monthly performance measures, and random facility and vehicle inspections.

The City also shall have the ability to review all of the Contractor's financial records, including documentation on ridership and cash receivables.

The Contractor must recognize that strict adherence to the Contract terms and conditions in providing safe, clean, reliable, client-friendly, cost-efficient service to individuals with disabilities is of paramount importance.

Through the course of the Contract, the City may conduct safety audits 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 Contractor to the City's satisfaction.

Replacement Services

In the event the Contractor is unable, due to a strike, work stoppage, or other event not caused by the City and not covered in this RFP, to provide services in full compliance with the requirements of the Contract, then the City may, in lieu of finding the Contractor in default, obtain the services of a replacement operator or provide the services with its own resources (collectively referred to as "replacement services").

The City may utilize such replacement services as a substitute for all or any part of the Contractor's services and may maintain such replacement services in effect until the Contractor is able to resume performance in full compliance with the Contract.

Notwithstanding any cure provision to the contrary, In consideration of the essential JTS and public need for continuity and non-interruption of paratransit services for Janesville riders, the JTS may implement and/or contract for interim and/or other supplemental, replacement, and/or alternative paratransit services immediately and without prior notice at any and all times when deemed necessary or desirable by the Janesville Transit Director. All defaults, breaches, failures, omissions, and other non-compliance by the Contractor must be corrected within three (3) calendar days, inclusive of weekends, Sundays, and holidays. During such time, the Contractor will not be entitled to any compensation.

If the City utilizes interim and/or other supplemental, replacement, and/or alternative paratransit services under this section, the Contractor shall be liable to the City for the actual amount by which the cost of such services exceeds the amount that would have been payable under the Contract for comparable services, including any expenses incurred by the City in soliciting and obtaining those services.

Any action taken by the City pursuant to this section in response to the Contractor's failure to perform shall not preclude the City from subsequently finding the Contractor in default of the Contract for the same or any related failure to perform.

Within thirty (30) days after the initiation services under the Contract, the Contractor shall develop and provide to the City a contingency plan to assure the continued and uninterrupted operation of services under the Contract in the event of any strike or work stoppage engaged in by the Contractor's employees. The contingency plan shall set forth all steps to be taken by the Contractor to assure compliance with the requirements set forth in this section, including plans for solicitation of replacement workers, hiring and training of workers, use of subcontractors, and reliance upon contractor management staff and personnel from other contractor operations.

Lack of Funds

The entering into of the Contract by the City is subject to its receipt of Federal, State, and Local funds adequate to carry out the provisions of the Contract in full.

The City may cancel or reduce the amount of service to be rendered if the City determines that such action is in its best interests, or that there will be a lack of funding available for the service. In the event the City cancels or reduces the service, it will notify the Contractor in writing thirty (30) days prior to the date cancellation or reduction is to be effective.

Protest Procedures

Protests of an interested party regarding the procurement actions of the City shall be considered and determined in accordance with the following procedures.

A protest which is submitted by a party which is not an interested party, or which is not in accordance with these procedures shall not be considered by the City and will be returned to the submitting party without any further action by the City.

Any interested party may file a protest with the City on the following grounds:

1. The City has failed to comply with applicable Federal or State law;
2. The City has failed to comply with its procurement procedures;
3. The City has failed to comply with the terms of this solicitation, including the failure to adhere to the evaluation criteria set forth in the solicitation.
4. The City has issued restrictive or discriminatory specifications.

A protest must be filed in writing and include the following:

1. Identity of the contact person for the protestor, including name, title, address, telephone, fax and email addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party.
2. Name of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and the Federal or State law or the provision of the City procurement procedures, or specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires the City to consider in making its decision.
5. A complete discussion of the basis for the protest, including all supporting facts, documents or data; and
6. A statement of the specific relief requested.
- 7.

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the Internet may be referenced to an appropriate link.

A protest may be decided solely upon the written submission. The protest submission should therefore include all materials necessary to support the protestor's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the protest reviewer.

All protests must be received between the hours of 8:00 AM and 4:30 PM, Monday through Friday.

Protests should be submitted to:

Director of Neighborhood and Community Services

City of Janesville

City Hall 1st Floor

18 N. Jackson Street, Janesville, WI 53546 (street)

PO Box 5005, Janesville WI 53547-5005 (mailing)

If any of the information required by this section is omitted or incomplete, the City will notify the protestor, in writing, within one (1) day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. This provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

Timing Requirements and Categories of Protests

The City will consider the following categories of protests within the time period set forth in each category:

Protests regarding solicitation documents

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) from the issuance of request for proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. Any protest based on such grounds filed after that date will not be considered by the City.

Protests regarding proposal evaluation or contract award

All bidders/proposers will be notified of the recommended award, upon a determination by JT. This notice will be transmitted to each proposer at the email address contained in its proposal form. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

1. That the recommended award does not meet the requirements of the solicitation;
2. That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation for award;
3. That the evaluation process conducted by JT is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must be received by JT at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided in the Appeals Section or by applicable law or regulation. Upon receipt of a protest of this type, the protest reviewer shall notify all offerors and any other known interested parties of the receipt and nature of the protest and request an extension of the validity period of their offers, if appropriate. Unless the protest reviewer determines that delay will be prejudicial to the interest of JT or that the protest lacks substantial merit, award will be withheld pending disposition of the protest. Should one or more offerors refuse a requested extension of the validity of an offer, the protest reviewer may reject such proposal unless it is determined that the protest can reasonably be resolved, and the award process continued without need for such extension. Delay in an award shall be considered prejudicial to JT if:

1. The equipment, supplies or services are urgently required; or
2. Failure to make a prompt award will economically or operationally damage JT.

Should the protest be upheld in whole or in substantial part, the Source Selection Chair may either (1) revise the evaluation process to correct the matter protested; or (2) cancel the solicitation in its entirety. In the event that JT proceeds with an award for one of the reasons stated above, and the protest is subsequently upheld, the Source Selection Chair shall determine whether the performance of the contract will reasonably permit its termination in order to correct the protested matter. Such termination shall be for the convenience of JT.

Protest Review

The City will notify the protestor within three (3) days of timely receipt of a protest that the protest is being considered. In the notification, the City will inform the protestor of any additional information required for evaluation of the protest and set a time deadline for submittal of such information. If the City requests additional information and it is not submitted by the stated deadline, the City may either review the protest on the information before it or decline to take further action on the protest.

In its sole discretion, the City may give notice of any protest to other bidders or proposers in the procurement involved and may permit any such party to submit information to the City regarding the merits of the protest. The City shall set a time deadline for the submittal of such comments, which will be no less than five (5) days after notification of the protest.

The City may, in its sole discretion, hold an informal conference to review the merits of the issues raised by the protest. All interested parties will be invited to participate in the conference. Any information provided at the conference will only be considered by the City in deciding the protest if it is submitted to the City in writing within three (3) days after the conference.

Effects of Protest on Procurement Action

Protests regarding solicitation documents or process

Upon receipt of a timely protest regarding the solicitation process or the solicitation documents, the City may postpone the opening of the proposals until resolution of the protest. The filing of the protest will not, however, change the date on which proposals are due, unless the City determines, and so notifies all proposers, that such a date change is necessary and appropriate to carry out the goals of the procurement.

Protests regarding proposal evaluation or contract award

Upon receipt of a timely protest regarding evaluation of proposals or the award of the Contract, the City may suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful proposer may not recover costs resulting from any delay through a change order.

Ability to proceed

Notwithstanding the pendency of a protest, the City reserves the right to proceed with the appropriate step or action in the procurement process or in the implementation of the Contract in the following cases:

- Where the service to be procured is urgently required.
- Where the City determines, in writing, the protest is vexatious or frivolous.
- Where delivery or performance will be unduly delayed or other undue harm to the City will occur, by failure to make the award promptly.

- Where the City determines that proceeding with the procurement is otherwise in the best interest of the public.

Summary Dismissal

The City also reserves the right to summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by the City in a previous protest in the same solicitation or procurement action.

Protest Decision

After review of a protest submitted, including information provided by the protestor and other parties, the results of any conferences with the protestor, and the City's own investigation and analysis, the Director of Neighborhood & Community Services shall issue a written decision on the protest.

The decision shall be the final and binding agency action. Except in exceptional circumstances, the decision of the Director of Neighborhood & Community Services will be rendered within 30 days after the date all relevant information is submitted pursuant to the deadlines set forth.

If the protest is upheld, the City will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of proposals, revised evaluation of proposals, the City's determinations, or termination of the Contract.

If the protest is denied, the City will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the Contract.

Appeals

The FTA's role is limited to considering matters that are primarily a Federal concern. Accordingly, Circular 4220.1F, Chapter VII, Sec. 1.b that provided for direct appeals to the FTA is no longer applicable. The FTA is not obligated to review any protest. Protests addressing JT' DBE program may be submitted to the U.S. Department of Transportation, Office of Small and Disadvantaged Business Utilization, in accordance with 49 CFR Part 26 and guidance issued there under.

The City may proceed with the procurement in spite of a pending protest at the FTA if any of the following conditions are met:

1. The service or item to be procured is urgently required.
2. The delivery or performance will be unduly delayed by failure to make the award promptly.
3. The failure to make prompt award will otherwise cause undue harm to the City or the Federal Government.

Federal Clauses

Access To Records And Reports

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

Americans With Disabilities Act (ADA)

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

Charter Service

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

Changes To Federal Requirements

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable

changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

Civil Rights Laws And Regulations

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C. 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

Nondiscrimination on the Basis of Age. The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the

Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Federal Law and Public Policy Requirements. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

Clean Air Act And Federal Water Pollution Control Act

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

Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal

Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

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 Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

Contract Work Hours And Safety Standards Act

Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

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.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Debarment And Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

- Complies with federal debarment and suspension requirements; and
- Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

Disadvantaged Business Enterprise (Dbe)

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

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

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

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

Domestic Preferences For Procurements

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

For purposes of this section:

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

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

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

Energy Conservation

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

Fly America

Definitions. As used in this clause:

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

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

3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by

those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Incorporation Of Federal Transit Administration (Fta) Terms

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

No Government Obligation To Third Parties

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Notice To FTA And U.S. DOT Inspector General Of Information Related To Fraud, Waste, Abuse, Or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent

provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

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

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

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Program Fraud And False Or Fraudulent Statements And Related Acts

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

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

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

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain covered telecommunications equipment or services;

2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment;
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and 200.471.

Prompt Payment

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

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily

completed. The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

Public Transportation Employee Protective Arrangements

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.

Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.

Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Restrictions On Lobbying

Conditions on use of funds.

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made

or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- A subcontract exceeding \$100,000 at any tier under a Federal contract;
- A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, **shall file a certification, and a disclosure form, if required, to the next tier above.**

All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

Safe Operation Of Motor Vehicles

Seat Belt Use

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

Distracted Driving

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

School Bus Operations

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- Federal transit laws, specifically 49 U.S.C. § 5323(f);
- FTA regulations, “School Bus Operations,” 49 C.F.R. part 605
- Any other Federal School Bus regulations; or
- Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- Bar the Contractor from receiving Federal assistance for public transportation; or
- Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities. The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Simplified Acquisition Threshold

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.

The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

Solid Wastes (Recovered Materials)

A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

Special Notification Requirements For States

Applies to States –

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
The amount of federal assistance FTA has provided for a State Program or Project.

Documents - The State agrees to provide the information required under this provision in the following documents: applications for federal assistance, requests for proposals or solicitations, forms, notifications, press releases, other publications.

Substance Abuse Requirements

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

Termination

Termination for Convenience (General Provision)

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

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

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

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

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

Termination for Convenience (Professional or Transit Service Contracts)

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

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods.

Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of

another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Violation And Breach Of Contract

Disputes: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision

shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute: Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages: Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies: Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Conformance With Its National Architecture

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

Federal Tax Liability And Recent Felony Convictions

The contractor certifies that it:

- Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Severability

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

Trafficking In Persons

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

List of Appendices

Appendix A – Certification Forms

Appendix B – Price Proposal Worksheet

Appendix C – Fare Structure

Appendix D – Service Area

Appendix E – Paratransit Policies

Appendix F – Oversight of Paratransit Contractor

Appendix G – Sample Reports

Appendix H – Code of Ethics

Appendix A: Certification Forms

The following forms must be executed by the Proposer and submitted with proposals to JT:

Form A: Proposal Signature Page & Vendor Information

Form B: Lobbying Certification

Form C: Specification Exception Worksheet

Form D: Debarment and Suspension Certification

Form E: Overall Federal Regulation Compliance

Form F: Disadvantaged Business Enterprise (DBE) Certification

Form G: Bidder List Data Form

Form H: Acknowledgment of Addenda

Form A: Proposal Signature Page & Vendor Information

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) they have read the complete Request for Proposal and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the City, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

Printed Legal Name of Vendor	
Printed Name of Authorized Signatory	
Printed Title of Authorized Signatory	
Complete Address	
Taxpayer ID Number	
Email	
Phone	
Fax	
Authorized Signature	
Date	

Form B: Lobbying Certification

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify

(Name and title of official)

On behalf of _____ that:

(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. 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.

Signature of Contractor's Authorized Official

Date

Printed Name & Title of Contractor's Authorized Official

Form C: Specification Exception Worksheet

Does your company have any exceptions to the Responsibilities, Requirements, Scope of Service, or anything else referenced in this RFP?

Circle One:

Yes

No

If yes, please state those exceptions using the worksheet below. State the name of the exception and describe your alternate approach or provide any additional comments. A sample (tech support) is provided. Additional pages are acceptable.

State the name of the exception	Additional Information/Comments
<i>Sample: 24-7 tech support</i>	<i>Vendor offers 6a-6p tech support Mon-Fri</i>

Printed Legal Name of Vendor	
Printed Name of Authorized Signatory	
Printed Title of Authorized Signatory	
Signature	
Date	

Form D: Debarment and Suspension Certificate (Nonprocurement)

2 CFR part 180, 2 CFR part 1200, 2 CFR § 200.213, 2 CFR part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: Signing below indicates the prospective lower tier participant is providing the signed certification.

It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- Debarred,
- Suspension,
- Proposed for debarment,
- Declared ineligible,
- Voluntarily excluded, or
- Disqualified

Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:

- Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
- Violation of any Federal or State antitrust statute, or,
- Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,

It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- Equals or exceeds \$25,000,
- Is for audit services, or,
- Requires the consent of a Federal official, and

It will require that each covered lower tier contractor and subcontractor:

- Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - Debarred from participation in its federally funded Project,
 - Suspended from participation in its federally funded Project,
 - Proposed for debarment from participation in its federally funded Project,
 - Declared ineligible to participate in its federally funded Project,
 - Voluntarily excluded from participation in its federally funded Project, or
 - Disqualified from participation in its federally funded Project, and

It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Printed Legal Name of Vendor	
Printed Name of Authorized Signatory	
Printed Title of Authorized Signatory	
Signature	
Date	

Form E: Overall Federal Regulation Compliance

(The City and Bidder/Proposer Certifies)

Applicability: This form assures FTA that the procurement process is in compliance with federal regulations.

Summary Description: The City and bidders/proposers must separately certify and execute the form.

What To Do With This Form: The form, executed by bidders, must be submitted with bids to the COJ. The form is then executed by the City.

All contractual provisions required by US DOT, as set forth in the FTA Circular 4220.1F, 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 JTS requests which would cause JTS to be in violation of the FTA and WisDOT grant terms and conditions.

<hr/>	<hr/>
Bidder/proposer Representative Signature	Date
<hr/>	
Printed Bidder/proposer Representative Name and Title	
<hr/>	
Printed Bidder/Proposer/Manufacturer Company	

AND

<hr/>	<hr/>
Janesville Transit Representative Signature	Date
<hr/>	
Janesville Transit Representative Name and Title	

Form F: Disadvantaged Business Enterprise (DBE) Approval Certification

NOTE: This form must be returned with proposal response.

(Required for Procurements of \$250,000 in Capital or \$100,000 in Planning)

(Bidder/proposer and manufacturer certifies):

Applicability: This certification applies to Department of Transportation assisted contracts, and to Federal Transit Administration recipients of at least \$250,000 in capital and operating funds, or \$100,000 in FTA planning funds. This form is identical for both the IFB and RFP procurement methods.

Summary Description: The procuring agency and its contractors use this form to certify that: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of [49 CFR part 26](#) in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.

What To Do With This Form: The procuring agency and contractors will document compliance with this program and keep records in their files for each procurement. Contractors must submit to the Federal Transit Administration a statement of its goals around the DBE provisions, and the DBE policies of any sub-contractors it may use.

(Bidder/proposer and manufacturer)

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

Signature of the Bidder/Proposer's Authorized Official

Date

Name and Title of the Bidder/Proposer's Authorized Official

Form G: Bidder List Data Form

Janesville Transit is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. The information provided on this Bidders List Data Form will be used to determine the relative availability of Disadvantaged Business Enterprises (DBEs) and non-DBEs. Janesville Transit’s Bidders List is a compilation of bidders, proposers, quoters, subcontractors, and suppliers of materials and services who have submitted bids during the advertising period of a solicitation for services and/or goods. Please provide the following information:

Printed Legal Name of Vendor/Business	
Printed Name & Title of Authorized Signatory/Contact Person	
Age of Business	
Race and Gender of Firm’s Majority Owner	
SAM # if your company has one	
Complete Business Address	
Taxpayer ID Number	
Email	
Phone	
Fax	
Business Annual Gross Receipts Circle one.	Less than \$500,000 \$500,000 to \$1,000,000 \$1,000,000 to \$2,000,000 \$2,000,000 to \$5,000,000 More than \$5,000,000
Is this business a certified DBE under the Wisconsin Department of Transportation (WDOT) Unified Certification Program (UCP)?	YES or NO
Provide the NAICS code(s) that best defines your business:	
Will the business subcontract any work, service, and/or materials? ** Circle one.	YES or NO

*If yes, please have all subcontractor(s) complete their own Bidders List Data Form.

The undersigned hereby declares that the information set forth on this form is current, complete and accurate.

Signature of the Bidder/Proposer's Authorized Official

Date

Name and Title of the Bidder/Proposer's Authorized Official

Form H: Acknowledgement of Addendum (If Necessary)

ADDENDA

It is Vendor's responsibility to check for issuance of any addenda at www.janesvillewi.gov

The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Signature:

Company Name

Signature of the Bidder/Proposer's Authorized Official

Date

Name and Title of the Bidder/Proposer's Authorized Official

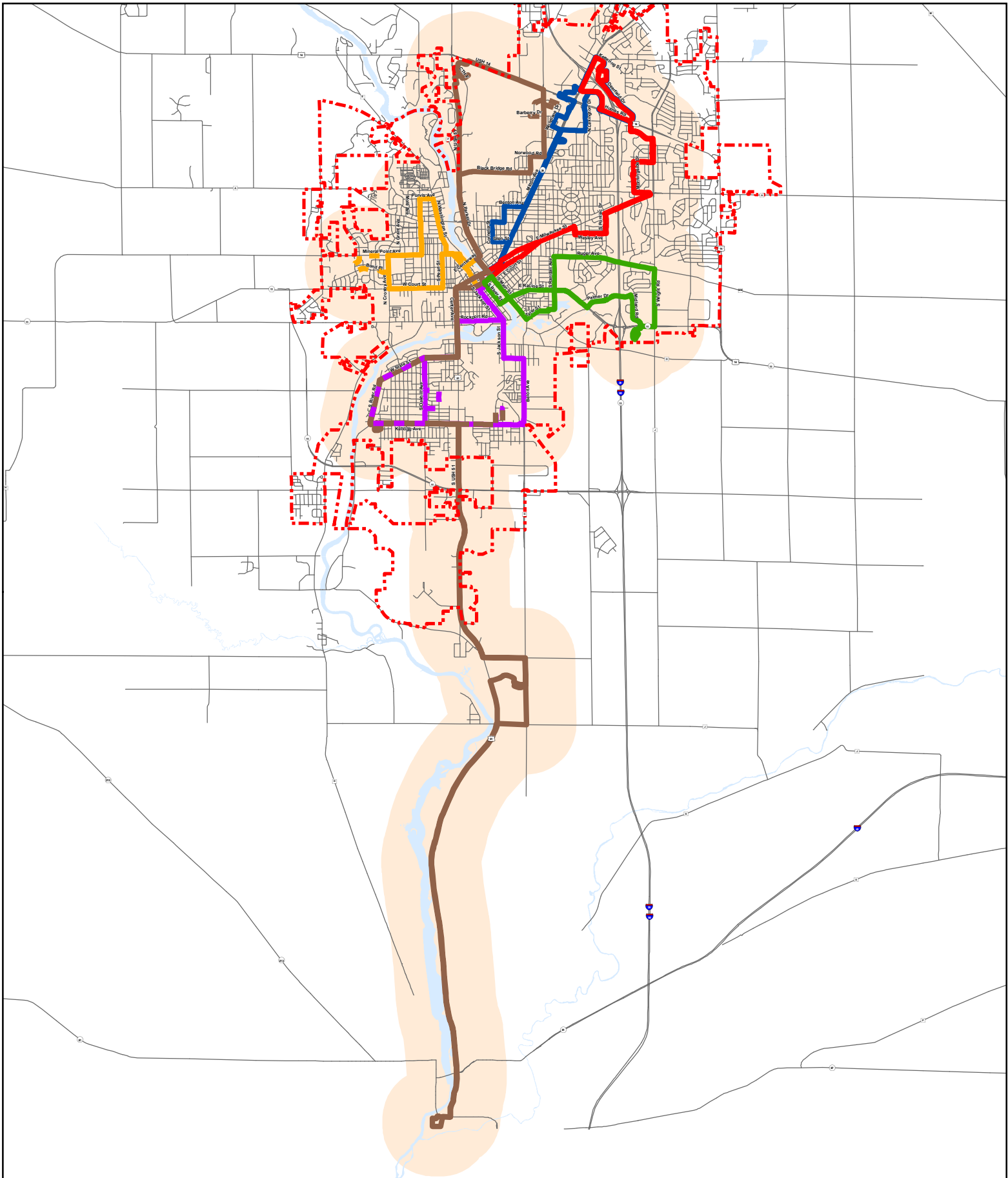
Appendix C: Fare Structure

The paratransit provider for Janesville Transit services two paratransit fare types, Non-Agency Fare and Agency Fare.

<p>Non-Agency Fare Rider:</p>	<p>Rider pays the driver cash or uses a ten ride punch card for a one way trip. The ten ride punch card for non-agency riders is purchased from the paratransit provider. The paratransit provider retains the fare revenue and invoices Janesville Transit for the remaining per ride expense.</p>
<p>Agency Fare Rider:</p>	<p>Rider pays the driver using a single ride pass or ten ride punch pass. The passes are purchased at Janesville Transit by a long term care support company on behalf of the rider. The paratransit provider receives no fare revenue directly from agency fare riders. Janesville Transit is invoiced for the per ride expense.</p>

<p>Type of paratransit fare</p>	<p>Description</p>	<p>What does the rider present to the paratransit provider upon boarding the vehicle for a One Way Trip?</p>
<p>Non-Agency Fare</p>	<p>Pick up and drop off anywhere within the paratransit service area</p>	<p>\$3 cash; or 10 ride punch pass</p>
<p>Agency Fare</p>	<p>Pick up and drop off anywhere within the paratransit service area</p>	<p>Single ride pass or 10 ride punch pass</p>

Appendix D: Service Area



Paratransit Service Area

Legend

- - - City Limits Line
- 3: Wright Rd
- Regular Bus Routes**
- 4: W Court St
- Route, Type**
- 1: Milton Ave
- - - 4: W Court St, Occasional
- 2: Kellogg Ave
- 5: Milwaukee St
- - - 2: Kellogg Ave, Occasional
- 6: Beloit-JVL Express
- - - 6: Beloit-JVL Express, Occasional
- 3/4 Mile Buffer



7/2/2020, A. Brown, MPO
S:\Projects\Transit\Paratransit\Zone_1.mxd

Appendix E: JT Paratransit Policies

The Paratransit Policies booklet is provided to each eligible rider as part of the initial certification packet, and a copy is also provided upon each rider's re-certification with Janesville Transit. The purpose of these policies is to ensure that all riders of the Paratransit service provided by Janesville Transit understand their responsibilities as riders and understand the level of service they can expect to receive when using Paratransit services. The goal is to provide paratransit service that is user-friendly to all riders and efficient with the use of public-funded resources.



JANESVILLE TRANSIT

Janesville Transit (JT) Paratransit Policies

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Purpose

The purpose of these policies is to ensure that all riders of the Paratransit service provided by Janesville Transit understand their responsibilities as riders and understand the level of service they can expect to receive when using Paratransit services. The goal is to provide paratransit service that is user-friendly to all riders and efficient with the use of public-funded resources.

Operation

Paratransit service is operated by Massas Transportation on behalf of Janesville Transit.

Rider Responsibilities

Riders must follow the driver's directions when getting on and off buses and while in transport. Disruptive or unsafe behavior may result in suspension from using paratransit services.

The following rules of conduct will assist in the safety and comfort of the riders and operator:

- No eating, drinking, or smoking on board.
- No abusive, threatening, or obscene language or actions; should a rider's actions be so abusive, threatening, obscene, or of significant concern to other passengers or driver, the rider may be asked to leave the paratransit vehicle.
- No physical abuse of another rider or the vehicle operator.
- No operating or tampering with any equipment while on board.
- No ride will be provided if the passenger appears to be under the influence of alcohol or illegal drugs.
- No playing radios or other electronic equipment at a loud volume or without headphones.
- Riders who can sit in a seat must wear a seatbelt.
- Riders who use wheelchairs must be secured using wheelchair securement straps and a shoulder belt.
- Riders must pay the applicable fare.

Riders must not pose a public health threat. Examples of public health threats include, but are not limited to the following:

- The existence of excrement on clothes or on hands; or
- The existence of other body fluids, such as blood or vomit.

Riders exhibiting inappropriate personal hygiene, i.e., an individual whose bodily hygiene is so offensive as to constitute a nuisance to other passengers, may be asked to leave the paratransit vehicle.

Scheduling Procedures

Individuals wishing to schedule a trip should call the reservation phone number: **608-718-0767**. Please remember the following rules concerning scheduling Paratransit services:

- Trips must be scheduled at least the day before the date of service.
- Trips can be scheduled up to 14 days in advance.
- Requests for service are taken during normal business hours. (8am - 5pm, Monday through Friday)
- To schedule a trip for Monday a phone message can be left on Sunday during the time corresponding to weekday office hours. (8am - 5pm)
- Be sure to state that you are a Janesville Transit Paratransit rider when making your reservation.
- State your desired departure time(s). For efficiency of the paratransit service, the scheduler may ask you to change your departure time up to one hour earlier or later.
- After your departure time is set, you will be provided a thirty (30) minute pick-up window. The trip is considered on time when the bus arrives within the agreed-upon thirty-minute window.
 - You can expect to receive a phone call the day before your ride to remind you of your scheduled trip.
 - You can expect to receive a phone call from the driver informing you that they are on their way. If you require more time to prepare for your trip, you may wish to start getting ready when you receive this phone call.
 - If the driver arrives at your pick up location and does not see you, the driver will call to inform they have arrived and that it is time to board. Please make your way to the pick up location upon receiving the second phone call.
- Provided the bus arrives within the 30-minute agreed upon pick up window, you must be ready to travel within 5 minutes of the arrival of the bus or you will be considered a “No Show”. See No Show Policy.
 - If the driver arrives early and you are ready to travel, you may depart early; however, you are not required to board early. Your five-minute threshold for being considered on time begins at the start of the agreed-upon 30-minute

pickup window.

- In the event the driver is unavoidably delayed (accident, vehicle break-down, extreme weather), causing the actual pick-up time to occur outside of the 30-minute window, the passenger shall be contacted, and a revised pick-up time shall be arranged.
- The service is door-to-door; the driver can meet you at the door and take you to the door of your destination. Please note, however, that the driver is not required to help you go up or down steps; and the driver will assist you on a ramp only if the ramp is ADA compliant.
- Just like the JT system of buses, paratransit services are a shared ride program; you can expect other riders to already be in the vehicle when you board. You can also expect other riders to board or exit during your trip.

Procedure for Cancelling a Trip Reservation

Individuals wishing to cancel a scheduled trip reservation must call the reservation phone number: **608-718-0767**. Individuals must give notice of their desire to cancel the scheduled trip reservation more than two (2) hours prior to the start of the scheduled trip. If the trip is not canceled two (2) hours prior to the start of the scheduled trip, the trip will be considered a Late Cancellation. Further, the trip will be treated as a No Show when considering suspensions if the effects of such a late cancellation are operationally equivalent to a no-show in terms of the negative impact on paratransit service operations.

No Show/Late Cancellation Policy

A no-show occurs when the paratransit vehicle arrives at the pickup location within the 30 minute pick up window, waits the required 5 minutes and the rider does not board the vehicle.

A late cancellation occurs when the scheduled trip is canceled by the rider less than two (2) hours before the scheduled trip. Late cancellations will be treated as no-shows when considering suspensions if the effects of such a late cancellation are operationally equivalent to a no-show in terms of the negative impact on paratransit service operations.

Three (3) no-shows within a calendar month will trigger a review of the rider's no-show frequency. A detailed check of the rider's trip history and no-show frequency will be performed to determine the rider's proportion of no-shows in relation to all trips the rider took. Riders with a no-show rate of 15% or more may result in suspension of Paratransit Service.

Personal Care Attendant Policy

Persons who might need extra help while traveling on Janesville Transit (JT) paratransit service can be certified to have their personal care attendant (PCA) travel with them. The PCA will ride for free on JT paratransit service, but only when traveling with the certified rider. The PCA must

be picked up at the same location as the passenger to ride for free. Riders should make JT aware they intend to use a PCA when they are applying for paratransit service. Obtaining a PCA is the rider's responsibility. JT does not provide PCAs.

Passengers requiring a PCA must indicate that the PCA will accompany the rider on the requested trip when the reservation is made. This will help the paratransit operation ensure that there is space available on the bus for the PCA to ride.

Visitor Policy

Persons visiting the City of Janesville who can show an "ADA Paratransit Eligible" identification card issued by another transit system in the United States, OR who can provide proof of disability, OR who can self-certify as to inability to ride Janesville Transit fixed-route service, may use Janesville Transit (JT) complementary paratransit service for 21 days within a 365 day period. After 21 days of service within the 365 day period, the visitor must be certified by JT to use complementary Paratransit Service offered by Janesville Transit.

Guest Policy

Paratransit riders may bring one guest along with them on their trip. The guest must pay a fare to ride. Riders desiring to bring a guest must be sure to inform the scheduler when making the trip reservation. Additional fare-paying guests may be accepted if there is room on the bus (no capacity constraint).

Accessibility

We are dedicated to providing fully accessible transit services for all riders.

Respirators and Portable Oxygen

Passengers may board with a respirator, concentrator, or portable oxygen supply.

Alternate Formats Available

Janesville Transit (JT) desires to communicate with you effectively! Alternate formats for complaint procedures and other materials, including Spanish translation, and audio files, are available. Please call JT at 608-755-3150 to request an alternate format.

Accessible Facilities

JT facilities, such as the downtown Transfer Center (123 S. River Street) and the Transit Services Center (101 Black Bridge Road) are accessible to individuals with disabilities and include ramps, accessible doorways, and restrooms. Further, vehicles used in providing paratransit service are accessible.

Complaints & Compliments

If you have concerns, complaints or compliments about paratransit service please reach out to Massas Transportation or Janesville Transit. We will do our best to address your comments. Both agencies also have written procedures and forms to address ADA or Title VI complaints, as described below.

Suspension Policy

A rider may have their paratransit service Eligibility suspended for violation or disregard of the Janesville Transit's Paratransit policies or any of the Rider Responsibilities.

Suspension Threshold for Violating Paratransit Policies or any of the Rider Responsibilities

Excepting violations of the no show/late cancellation policy (see below for those thresholds), the first time a paratransit rider violates a paratransit policy or any of the Rider Responsibilities, Janesville Transit (JT) will make verbal contact with the rider to remind the rider of the regulations concerning paratransit services and request their assistance in eliminating the negative behavior.

1. If the negative behavior continues after the verbal contact, Janesville Transit will issue a letter of warning.
2. If the negative behavior continues following issuance of the letter of warning, a suspension of three (3) days will be enacted.
3. If the negative behavior continues following the first suspension, a suspension of five (5) days will be enacted.
4. If the negative behavior continues following the second suspension, a suspension of ten (10) days will be enacted.
5. If the negative behavior continues following the third suspension, a suspension of thirty (30) days will be enacted.

Suspension Thresholds for Violating No Show/Late Cancellation Policy

Three (3) no-shows within a calendar month will trigger a review of the rider's no-show frequency. A detailed check of the rider's trip history and no-show frequency will be performed to determine the rider's proportion of no-shows in relation to all trips the rider took. Riders with a no-show rate of 15% or more may result in suspension of Paratransit Service. If a detailed check of the rider's trip history indicates a no-show rate of 15% or more, a letter of warning will be sent.

If no-shows continue and the no-show rate remains at 15% or more in the forthcoming two month period, a suspension of three (3) days will be enacted.

If no-shows continue and the no-show rate remains at 15% or more in the forthcoming two month period following the first suspension, a suspension of five (5) days will be enacted.

If no-shows continue and the no-show rate remains at 15% or more in the forthcoming two month period following the second suspension, a suspension of ten (10) days will be enacted.

no-shows continue and the no-show rate remains at 15% or more in the forthcoming two month period following the third suspension, a suspension of thirty (30) days will be enacted.

Suspension Procedure

Upon notification of a rider's behavior, late cancellation record, no-show record, or other issue or incident of concern, the Transit Director will review what occurred and any supporting documentation. The Transit Director will determine whether a suspension from using paratransit services is warranted. If suspension from service is warranted, the Transit Director will mail a Suspension Letter to the rider. The Suspension Letter will state:

1. The reasons for the suspension of riding privileges, including any available supporting documentation;
2. The length of the suspension;
3. The start and end dates of the suspension;
4. The behavior that must cease upon completion of the suspension;
5. The option for the rider to appeal the suspension; and
6. A description of the Appeal Procedure.

Reminders Concerning Suspension

- JT Management reserves the right to place the rider on probationary status as an intermediary step prior to suspending rider privileges (usually for the rest of the calendar year) but is not obligated to do so.
- Paratransit service will continue until the effective date of the suspension.

Appeals Policy

An individual suspended from using the Janesville Transit (JT) paratransit service for any reason, including violation of the no-show policy, may elect to file a written appeal for reinstatement of service.

Appeal Procedure

1. The rider or the rider's designee has 60 calendar days from receipt of the Suspension Letter to appeal the decision.
2. The rider or the rider's designee may file a written appeal addressed to City of Janesville, Attn: NCS Director, PO Box 5005, Janesville, WI 53547-5005. The rider must provide in written form their name; address; email, if available; phone number; an explanation or reason(s) why the rider should not be suspended; and any other facts pertaining to the suspension that should be considered.
3. The Neighborhood & Community Services (NCS) Director will review the appeal communication and all pertinent information from the rider or the rider's designee and JT concerning the suspension. The NCS Director will provide a decision in writing not more than 30 days after receipt of the written appeal. The written decision letter will be mailed to the address provided by the rider.

4. The rider or the rider's designee has 10 calendar days from receipt of the written decision of the NCS Director to file a follow-up appeal.
5. The rider or the rider's designee may file a written follow-up appeal addressed to City of Janesville, Attn: Deputy City Manager, PO Box 5005, Janesville WI 53547-5005. The rider must provide in written form the facts the Deputy City Manager should consider.
6. The Deputy City Manager will review the appeal communications and all pertinent information from the rider or the rider's designee, JT and the NCS Director. The Deputy City Manager will provide a decision in writing not more than 30 days after receipt of the written appeal. The written decision letter will be mailed to the address provided by the rider.
7. The decision by the Deputy City Manager is final.
8. Anyone who files a written appeal may have their service reinstated pending the outcome of the appeal. If the suspension is upheld following the appeal, the suspension will recommence immediately.

Accessibility Policy Requirements Under the Americans with Disabilities Act

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Janesville Transit will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. View our Accessibility Policy Requirements under the Americans with Disabilities Act and our ADA Complaint procedures online at www.janesvilletransit.com or call 608-755-3150.

Notifying the Public of Rights Under Title VI the City of Janesville

- The City of Janesville operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Janesville.
- For more information on the City of Janesville's civil rights program, and the procedures to file a complaint, contact 608-755-3150, (for hearing impaired, please use Wisconsin Relay 711 service); email smithr@ci.janesville.wi.us; or visit our administrative office at 101 Black Bridge Road Janesville, WI 53545. For more information, visit www.janesvilletransit.com

- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.
- If information is needed in another language, contact 608-755-3150.
- Si se necesita informacion en otro idioma de contacto, 608-755-3150.

Updates

Approved/implemented 11-24-2015

Policy Updated 4-12-2018

Policy Updated 2-29-2024 to add Accessibility Info section and update formatting.

Policy Updated 1-17-2025 to update pick-up window time period, appeal policy and name revision.

Policy Updated 1-7-2026 to reflect updated vendor name and phone number

Policy Updated 3-6-2026 to reflect updated vendor name and phone number

Distribution

This policy may be found online at www.janesvilletransit.com on the Paratransit webpage.

This policy is mailed to paratransit riders when approval letters are sent and is included with Suspension Letters.

Appendix F: Oversight of Paratransit Contractor

Janesville Transit has an internal manual on how we monitor the monthly data submittal from the paratransit contractor. The purpose in sharing this document is to understand the review JT completes each month so that the contractor may understand the reason and background as to why we request the data we do.



JANESVILLE TRANSIT

Oversight & Monitoring of Paratransit Contractor

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Performance Indicators

Each month the paratransit contractor (the “contractor”) must provide electronically the following performance indicators to Janesville Transit (JT) in the form of a monthly report or reports. This information shall be sent at the same time as the monthly invoice. The purpose of providing this information is for JT to understand how the contractor is performing and whether JT has any concerns with capacity constraints, including a pattern or practice of trip denials, untimely pickups, missed trips, excessively long trips, or complaints.

One Way Trip Report

Each month, the contractor will detail the total number of one-way trips provided to City of Janesville paratransit passengers and include the following data points on a per-trip basis:

- a. Trip Date
- b. Name of passenger
- c. *Scheduled* pick up (P/U) Time
- d. Actual pick up (P/U) Time
- e. Actual drop off (D/O) Time
- f. Pick up Address
- g. Drop Off/Destination Address
- h. Mileage/length in miles of each one-way trip

- i. Agency Fare Rides and Non-Agency Fare rides must be noted

In addition to the data points in the One Way Trip Report, the following reports must be submitted each month:

Untimely Pick Up Report

An on-time trip occurs when the contractor arrives at the passenger's place of departure within the 30 minute pick up window.

An untimely pickup occurs when the contractor arrives following the 30 minute window but still transports the passenger. If the contractor has an untimely pick up, JT must receive written documentation in the form of an Untimely Pick Up Report. The written information shall include the name of the customer that was picked up untimely, the date and time of the untimely trip, and the reason for the untimely trip. JT will calculate each month the untimely pick-ups using the data in the one-way trip report and compare it to the untimely pick up report received from the contractor. If no untimely pick-ups were experienced during the reporting period, the contractor shall state that in its monthly report.

Note, if the paratransit vehicle arrives early and the passenger is ready to depart early, that is fine and the trip is considered on time; however, if the paratransit vehicle arrives early, the thirty minute window for the purposes of determining if a passenger is a No Show may not begin until the start of the 30 minute pick up window. A driver arriving earlier than the start of the pick-up window does not change the scheduled pick up time and the contractor cannot require the passenger to leave earlier than the start of the pick-up window.

JT and the contracted paratransit provider recognize there are times passengers are picked up past the 30 minute window for circumstances that are not the responsibility of the contracted paratransit provider, such as a "will call" pickup. A "will call" pickup is one in which the rider knows he or she needs to be picked up, but doesn't know the time (such as after a doctor appointment). To make sure the customer is not missed, an estimated pick up time is put in the computer when the reservation is made, but the actual pick up time is not known until the rider calls to request pick up. If the estimated time from the rider does not match the rider's requested pick up time, an untimely pick up can be generated in the report but will not be counted against the contractor in the review of monthly performance indicators.

Missed Trips Report

A Missed Trip occurs when the contractor does not arrive within the thirty minute window and does not transport the passenger. If the contractor has a missed trip, JT must receive written documentation in the form of a Missed Trip Report. The written information shall include the name of the customer that was missed; the date and time of the missed trip; the reason for the missed trip; and how the paratransit contractor resolved the issue for the passenger. If no missed trips were experienced during the reporting period, the contractor shall state that in its monthly report.

Trip Denial Report

A Trip Denial occurs when the contractor cannot schedule a ride that is no more than one hour before or after the desired departing time. It should be noted that even if the passenger accepts an offer of a trip that is outside the one hour before/after window, the trip must be recorded as a Trip Denial by the contractor. Further, if only one leg of a round trip can be reserved and the rider declines the trip, it must be tracked as two denials. If a trip is denied, JT must receive written documentation in the form of a Trip Denial Report. The written information shall include the name of the customer that was denied service; the date and time of the denial; and the reason for the denial. If no trip denials were experienced during the reporting period, the contractor shall state that in its monthly report.

No Shows/Late Cancellations Report

A no-show occurs when the paratransit vehicle arrives at the pickup location within the 30 minute window, waits the required 5 minutes and the rider does not board the vehicle. A late cancellation occurs when the scheduled trip is canceled by the rider less than two (2) hours before the scheduled trip. Late cancellations are considered and will be treated as no-shows when considering suspensions if the effects of such a late cancellation are operationally equivalent to a no-show in terms of the negative impact on paratransit service operations. If the contractor experiences no shows or late cancellations from passengers, JT must receive written documentation in the form of a No Show/Late Cancellation Report. The written information shall include the name of the passenger having the no show or late cancellation; the date and time of the no show or late cancellation; and any further information concerning the reason for the no show or late cancellation. If zero no show/late cancellations were experienced during the reporting period, the contractor shall state that in its monthly report.

Excessively Long Trip Report

An Excessively Long Trip occurs when the trip is twice the length of an average trip. We use a threshold of 30 minutes; thus, a trip is considered excessive if it is more than one hour in length. If a trip is excessively long, JT must receive written documentation in the form of an Excessively Long Trip Report. The written information shall include the name of the customer rider, the date and time of the excessively long trip, and the reason why the trip was excessively long. JT will calculate each month the untimely pick-ups using the data in the one-way trip report and compare it to the untimely pick up report received from the contractor. If zero excessively long trips were experienced during the reporting period, the contractor shall state that in its monthly report.

Complaint Report

The monthly report shall state the number of complaints received; if no complaints are received, the contractor shall state that in its monthly report. The Paratransit Complaints/Public Response Procedures document outlines how each party is to respond to complaints.

JT Evaluation of Performance Indicators

Upon receipt of the monthly report from the contractor, the Assistant Director or designee will review the data and determine if there are any items that are missing or should be examined further, including:

1. Is all of the required data included in the One Way Trip Report?
2. Did the contractor experience any untimely pick-ups or missed trips? If yes, was the reason reasonable, such as inclement weather or an accident?
3. Did the contractor deny any trips? If yes, call to discuss, as denied trips are not allowed.
4. Did the contractor experience any no shows or late cancellations from passengers? If yes, how many no shows or late cancellations has the passenger had?
5. Did the contractor have any excessively long trips? If yes, was the reason for the excessively long trip reasonable, such as inclement weather or an accident?
6. Did the contractor receive any complaints? If yes, were the complaints handled properly by the contractor?

After the data is reviewed and the above questions examined, the ATD or designee shall:

1. Save the monthly report received from the contractor to the City's J Drive in the Operations, Paratransit Section.
2. Confirm the accuracy of the Untimely Pick Up report by subtracting the Actual PU time from the scheduled pick-up time. Then mark any value more than 30 minutes as untimely. Compare the calculation to the contractor's report to ensure all untimely pick-ups are counted.
3. Calculate the On Time Rate (first subtract total number of one-way trips from number of Untimely Pickups to determine number of on-time trips; then divide number of on-time trips by the total number of one-way trips –this formula is set up already within the Performance Indicators monthly table)
4. Confirm the passenger's time on board for each trip by double checking the contractor's formulas. If the formulas are inaccurate, calculate each passenger's time on board by subtracting Actual DO Time from Actual PU Time to determine each trip length.
5. Calculate the average trip length for the month.

6. Determine if any trip lengths were more than 60 minutes (excessively long). If yes, mark the trip as excessively long and review the excessively long trip report to confirm they match.
7. Calculate the total number of vehicle miles related to Janesville paratransit services by adding all one way trip mileage.
8. Calculate the total number of passenger hours related to Janesville paratransit services by adding all one way trip time.
9. Input all Performance Indicators into the monthly table.

Appendix G: Sample Reports

1. One Way Trip Report
2. Untimely Pick Up Report
3. Trip Denial Report
4. Missed Trip Report
5. No Show Report
6. Late Cancellation Report
7. Excessively Long Trip Report

Sample Janesville One Way Trip Report

Month, Year

Date	First Name	Last Name	Scheduled Pickup	Actual Pickup	Actual Dropoff	Pickup Address	Dropoff Address	Ride Sponsor	Length of ride in miles
			8:00	7:51	7:57			Agency	0.6
			10:05	10:37	10:42			Agency	0.6
			11:30	11:22	11:32			Agency	3.2
			11:15	11:31	11:40			Agency	1.1
			12:55	13:08	13:12			Agency	1.1
			13:00	13:08	13:23			Agency	3.1
			13:45	13:33	13:49			Agency	5.4
			15:22	15:05	15:33			Non-Agency	4.4
			15:43	15:30	15:53			Non-Agency	3.4
			16:41	16:30	17:03			Non-Agency	10.6
			6:15	6:15	6:29			Non-Agency	2.8
			6:16	6:15	6:33			Non-Agency	6.9
			6:17	6:15	6:22			Non-Agency	1.8

The monthly one way trip report must include the date of each completed trip; the name of the rider; the agreed upon scheduled pick up time; the actual pick up time; the drop off time; the pickup and dropoff addresses; whether the trip was an agency or non-agency ride; and either the trip length in miles or the odometer readings

Sample Janesville Untimely Pick Up Report

Month, Year

Date	First Name	Last Name	Scheduled Pick up Location	Scheduled Destination	Scheduled Pick Up Time	Actual Pick Up Time	Reason for Untimely Pick Up

An untimely pickup occurs when the paratransit contractor arrives after the pick up window has ended, but still transports the passenger. The untimely pick up report must list each ride that experienced a timely pick up with date; rider; pickup and dropoff locations; scheduled pick up time; actual pick up time; and the reason for the untimely pickup.

Sample Janesville Denied Trip Report

Month, Year

Date of Denial	First Name	Last Name	Desired Date of Trip	Desired Pick Up Time	Reason for Trip Denial
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None to report for Month Year.

A denied trip occurs when the paratransit contractor cannot schedule a ride that is no more than one hour before or after the desired departure time. Denials are not allowed, so this report should list zero. However, if there is a denied trip, the date of the denial was made; rider name; the date and time of the desired trip and a reason for the denial must be stated.

Sample Janesville Missed Trip Report

Month, Year

Date	First Name	Last Name	Pickup Address	Dropoff Address	Scheduled Pick Up Time	Reason for Missed Trip

A Missed Trip occurs when the contractor does not arrive within the thirty minute window and does not transport the passenger. The missed trip report must include date of the missed trip; name of rider; the pick up and drop off locations; the scheduled pick up time and the reason for the missed trip.

Sample Janesville No Shows Report

Month, Year

Date	First Name	Last Name	Scheduled Pick up Location	Scheduled Destination	Status	Reason if known
12/6/2025					No Show	
12/7/2025					No Show	
12/7/2025					No Show	
12/8/2025					No Show	
12/8/2025					No Show	
12/13/2025					No Show	
					No Show	

A no-show occurs when the paratransit vehicle arrives at the pickup location within the 30-minute window, waits the required 5 minutes, and the rider does not board the vehicle. The no show report must include the date of the no show, the name of the rider, pick up and drop off locations and the reason for the no show, if known.

Sample Janesville Late Cancelations Report

Month, Year

	First Name	Last Name	Pickup Address	Dropoff Address	Status	Reason if known
12/19/2028					Late Cancel	
12/20/2028					Late Cancel	
12/21/2028					Late Cancel	
12/21/2028					Late Cancel	
12/21/2028					Late Cancel	
12/27/2028					Late Cancel	
12/31/2028					Late Cancel	

A late cancellation occurs when the scheduled trip is canceled by the rider less than two (2) hours before the scheduled trip. The late cancellation report shall include the date of the late cancellation, the name of the rider, the pick up and drop off locations and the reason for the late cancellation, if known.

Sample Janesville Excessively Long Trip Report

Month, Year

Date	First Name	Last Name	Pickup Address	Dropoff Address	Pick Up Time	Drop off Time	Reson for Excessively Long Trip

An Excessively Long Trip occurs when the trip is twice the length of an average trip. We use a threshold of 30 minutes; thus, a trip is considered excessive if it is more than one hour in length. The excessively long trip report shall include the date of the late cancellation, the name of the rider, the pick up and drop off locations, the pick up and drop off times and the reason for the excessively long trip.

Sample Janesville Paratransit Rider Complaint Log

Month, Year

Date of Complaint	First Name	Last Name	Status of Complaint (in progress, closed, etc)

The monthly report shall state the number of complaints received; if no complaints are received, the contractor shall state that in its monthly report. The report shall include the date of the complaint, the name of the complainant and the status of the complaint.

Appendix H: Code of Ethics

ADMINISTRATIVE POLICY STATEMENT

General Subject: Administration

Date Issued 4/1/81

Revised Date 12/17/19

Specific Subject: Code of Ethics

Effective Date 12/17/19

Cancellation Date

Responsible City Manager's Office
Dept:Div:

Supersedes No.

PURPOSE

To establish guidelines of ethics and standards of conduct for all employees by setting forth those decisions and acts that are incompatible or conflict with the best interests of the City of Janesville or are contrary to law.

STATEMENT OF POLICY

Recognizing their responsibilities to the people, desiring to inspire public confidence and respect for government, and believing that honesty, integrity, loyalty, justice, transparency, avoidance of self-dealing and conflicts of interest, and courtesy form the basis of ethical conduct, all employees of the City of Janesville shall abide by the following standards:

1. Employees shall recognize that policy decisions are the responsibility of the people's elected representatives, and: a) identification and communication of helpful, technical, and administrative alternatives and recommendations, and b) efficient and effective implementation of adopted policy, are the responsibility of professional administrative officials.
2. Employees shall recognize that government service is a public trust and imposes responsibilities to conserve public resources, funds, and materials, and requires conflict-free actions and decisions. Therefore, every employee shall act ethically in the discharge of his/her work and related duties, privileges, responsibilities, and obligations, and in the procurement of goods and services; and no employee shall request, use, or permit the use of City-owned vehicles, equipment, materials, facilities, or any other property for reasons other than their City and public service intended purposes.
3. No employee shall engage in supplemental employment, business, professional, or other activity which would actually or tend to impair, prevent, lessen, obstruct, or diminish the efficiency, honesty, transparency, and conflict-free nature of his/her services, duties, decisions, actions, or responsibilities while employed by the City, or become involved in work, activities, or decisions which normally come before or involve the employee or the City for review, consideration, exercises of discretion, or other action, except as provided by ordinance or other law. All outside employment is further regulated in the Personnel Policy Manual and shall always be conflict-free.
4. No employee shall directly or indirectly advance his or her personal or private

ADMINISTRATIVE POLICY STATEMENT

General Subject: Administration

Date Issued 4/1/81

Revised Date 12/17/19

Specific Subject: Code of Ethics

Effective Date 12/17/19

Cancellation Date

Responsible City Manager's Office
Dept:Div:

Supersedes No.

financial interests or that of an immediate family member contrary to law, unethically, or contrary to the best interests of the City.

5. No employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the City, nor shall he/she use such information to advance the financial or private interest of himself/herself or others.
6. No employee shall accept any gift, favor, gratuity, or other consideration or thing of value contrary to law or that does or may tend to influence him/her in the discharge of his/her City duties, actions, or exercises of discretion; or grant, in the discharge of his/her City duties, actions, or discretion, any assistance, service, or other consideration not accorded to all others similarly situated.
7. Any employee and/or immediate family member who has a financial or personal interest in any proposed legislative or discretionary action of the City Council and who gives an official opinion or recommendation to the City Council shall disclose in the records of the City Council the nature and extent of such conflicting interest(s).
8. All employees shall always put honesty, the public and the City's best interests above self or immediate family members' or personal groups' special interests, and shall always consider their position and employment with the City as a privilege and an opportunity to serve the City of Janesville.
9. No employee while on duty or on official City business shall, for the apparent purpose of influencing the outcome of any referendum or improving the chance of a person seeking elective office:
 - a. Wear or display any campaign material.
 - b. Distribute any campaign literature.
 - c. Solicit, receive, or give subscriptions, contributions, or service for any candidate or referendum position.
 - d. Actively campaign for any candidate or any referendum position.
10. Wisconsin Statute Section 19.59, Codes of Ethics For Local Government Officials, Employees, And Candidates, and all other applicable state and federal laws and ordinances, each as from time to time renumbered or amended, are each hereby

ADMINISTRATIVE POLICY STATEMENT

General Subject: Administration

Date Issued 4/1/81

Revised Date 12/17/19

Specific Subject: Code of Ethics

Effective Date 12/17/19

Cancellation Date

Responsible City Manager's Office
Dept:Div:

Supersedes No.

reiterated and incorporated herein by reference as if fully set forth verbatim.

11. This Administrative Policy Statement No. 3 is in addition and supplemental to all applicable state, federal, and local laws, and all other Administrative and Common Council Policies. In the event of any conflict or ambiguity in the application or interpretation between any provision set forth in this Policy No. 3, and any other policy or law, the more restrictive provision or requirement shall take precedence and govern.
12. Questions about the implementation of Administrative Policy Statement No. 3 may be referred to the City Attorney's Office.