**City of Stoughton, 207 S Forrest Street, Stoughton WI 53589**

# RESOLUTION OF THE FINANCE COMMITTEE

Authorizing the City of Stoughton Director of Finance/Comptroller to act on the behalf of the City of Stoughton to accept the 2021 Section 5310 Grant in the amount of $31,847 and move forward with the process of purchasing an additional accessible van for the shared-ride taxi program

Committee Action: Finance Committee approved

Fiscal Impact: $31,847 Grant Funds; $7,961 CIP

| **File Number:** | R-XX-2021 | **Date Introduced:** | January 26, 2021 |
|---|---|---|---|

**WHEREAS**, The City of Stoughton offers a shared-ride taxi program open to the residents of Stoughton through a contract with a private taxi service provider; and

**WHEREAS**, about 30,000 rides per year are taken on the taxi system, the majority of whom are seniors or people with disabilities

**WHEREAS**, the City of Stoughton currently owns two accessible minivans but is in need of another; and

**WHEREAS**, the matching funds totaling $10,000 were approved as part of the City of Stoughton's 2021 Capital Improvement Plan budget; and

**WHEREAS**, your Finance Committee met on January 12, 2021 and recommends authorizing the Director of Finance/Comptroller to act on the behalf of the City of Stoughton to accept the 2021 Section 5310 Grant in the amount of $31,847 and move forward with the process of purchasing an additional accessible van for the shared-ride taxi program; and

**THE CITY OF STOUGHTON COMMON COUNCIL HEREBY AUTHORIZES** the Director of Finance/Comptroller to act on the behalf of the City of Stoughton to accept the 2021 Section 5310 Grant in the amount of $31,847 and move forward with the process of purchasing an additional accessible van for the shared-ride taxi program.

**Council Action:** ☐ **Adopted** ☐ **Failed** **Vote** _____

**Mayoral Action:** ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

**Council Action:** _____ ☐ **Override** **Vote** _____

# 2021 SECTION 5310 SUBRECIPIENT AGREEMENT
# BETWEEN THE
# CITY OF MADISON
# AND
# CITY OF STOUGHTON

This Contract, made by and between City of Stoughton, hereinafter referred to as "SUBRECIPIENT" and the City of Madison, hereinafter referred to as "CITY," shall become effective upon execution by the Mayor of Madison on behalf of the City.

WHEREAS, CITY is authorized by Title 49 U.S.C Chapter 53 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program to apply for and receive Federal grants on behalf of eligible recipients; and

WHEREAS, SUBRECIPIENT has requested funds to assist in financing capital purchases; and

WHEREAS, CITY agrees to pass through financial assistance with funds made available under Section 49 USC 5310 Enhanced Mobility of Seniors and individuals with Disabilities Program, in accordance with the terms and conditions of this Contract; and

In consideration of the reciprocal promises expressed in this Contract, CITY and SUBRECIPIENT agree as follows:

## Article I: City of Madison Payment

A. Payment under the terms of this Contract is made pursuant to Title 49 U.S.C Chapter 53 (Section 5310) which specify that capital assistance grants may equal 80% of the total capital costs.

CITY agrees to pay SUBRECIPIENT Thirty-One Thousand and Eight Hundred Forty-Seven Dollars ($31,847) or 80% of the purchase price, whichever is less, of the items specified in Attachment A, Project Description and Budget. The costs eligible for capital assistance grant payments shall be limited to those specified in Attachment A, Project Description and Budget.

B. CITY shall make payment to SUBRECIPIENT upon receipt of invoices prepared by the manufacturer or dealer showing the actual costs of the purchased item, i.e., rolling stock.

C. If CITY's audit establishes that payment to SUBRECIPIENT under the terms of this Contract has exceeded the allowable maximum as defined in Article I.B., SUBRECIPIENT shall refund to CITY upon demand a sum sufficient to reduce the payment to comply with Article I.B. of this Contract.

D. Consistent with Articles I.B. and notwithstanding other provision of this contract, CITY may reduce the payments otherwise due under paragraph B of this article.

## Article II: Responsibility of SUBRECIPIENT

A. The purchase of all equipment financed pursuant to this Contract shall be undertaken by SUBRECIPIENT and shall be in accordance with applicable State and Federal laws and regulations. The Master Agreement between CITY and the Federal Transit Administration contains all Federally required clauses that should be included in this Contract between CITY and SUBRECIPIENT and said Master Agreement is therefore include in this Contract by reference. In addition, SUBRECIPIENT shall comply with all procurement requirements in FTA Circular 4220.1F when procuring property and services to be paid for under this Contract.

B. SUBRECIPIENT shall complete all purchases included in this Contract by December 31, 2021. If SUBRECIPIENT fails to complete a given purchase by the date specified, CITY shall take necessary actions to withdraw any remaining committed funds in the Contract at that time. The uncommitted funds may be reassigned or surrendered to the federal government.

C. Title to project equipment shall be in the name of the SUBRECIPIENT, subject to the restrictions on use and disposition of the project equipment and rolling stock set forth herein. The City of Madison-Metro Transit shall be registered as Lien Holder #1 and copies of title documents must be filed with City of Madison-Metro Transit as soon as possible.

D. SUBRECIPIENT may not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way affects the Federal interest in any project equipment or rolling stock nor may SUBRECIPIENT obligate itself, in any other manner, to any third party with respect to project equipment or rolling stock, unless such transfer of title, lease, lien pledge, mortgage encumbrance, contract, grant anticipation note, alienation, or other obligation is expressly authorized in writing by CITY; nor may SUBRECIPIENT, by any act or omission, adversely affect the Federal interest or impair SUBRECIPIENT's continuing control over the use of project rolling stock.

E. SUBRECIPIENT agrees that the project equipment and rolling stock shall only be used for the provision of transportation service to the general public and rolling stock shall be clearly marked for public use. SUBRECIPIENT shall keep satisfactory records with regard to the use of the equipment and rolling stock and submit to CITY upon request such information as may be required to assure compliance with this section. Project equipment and rolling stock shall be operated only within the area authorized by the FTA under applicable grant statutes and regulations for the duration of its useful life. If during the useful life, the project equipment and rolling stock is not used in this manner or is withdrawn from transportation service, SUBRECIPIENT shall immediately notify CITY and request disposition instructions.

F. SUBRECIPIENT shall perform preventive maintenance on the equipment and rolling stock purchased with FTA funds, including ADA accessibility equipment, at a level no less than the manufacturer's recommended specifications. Adequate records of preventive maintenance on each piece of equipment and rolling stock shall be maintained by SUBRECIPIENT. The equipment and rolling stock shall be properly maintained at all times. CITY shall have the right to conduct periodic inspections and reviews, for the purpose of confirming that proper maintenance policies and procedures are being followed.

G. SUBRECIPIENT shall make available the equipment and rolling stock to CITY upon demand for the purpose of an annual verification or other inspections deemed necessary by CITY.

H. SUBRECIPIENT shall immediately notify CITY in all cases where project equipment or rolling stock is used in a manner substantially different from that as described in the application. SUBRECIPIENT shall obtain prior written concurrence from CITY for any proposed sale of equipment and rolling stock, title transfer, or lease to another agency.

I. SUBRECIPIENT shall maintain in amount and form satisfactory to CITY such insurance or self-insurance (including property, personal injury and collision coverage) as will be adequate to cover the current value of project equipment and rolling stock throughout the period of required use.

J. CITY reserves the right to require SUBRECIPIENT to restore equipment and rolling stock or pay for damages to the equipment and rolling stock as a result of abuse or misuse of such capital items with SUBRECIPIENT's knowledge and consent.

K. CITY reserves the right, and SUBRECIPIENT shall allow CITY, to conduct periodic reviews of SUBRECIPIENT to ensure it is in compliance with FTA Circular 4220.1F; 49 CFR, Part 18.37; and 49 CFR 18.42.

## Article III: Records and Audits

A. SUBRECIPIENT shall have a single, organization-wide, financial and compliance audit performed by a qualified independent auditor if required to do so under Federal law and regulations. (See Federal OMB Circular No. A-133 and the provisions of OMB A-133 Compliance Supplement dated March 2002.)

B. This audit shall be performed in accordance with Federal circular A-133 issued by the Federal Office of Management and Budget (OMB), its Compliance supplement, and City of Madison single audit guidelines.

C. SUBRECIPIENT agrees to maintain appropriate accounts and records relating to this transportation project. Such accounts and records will be made available upon request to CITY for inspection and audit purposes.

D. SUBRECIPIENT agrees to provide all reports requested by CITY including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after SUBRECIPIENT receives CITY's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by SUBRECIPIENT for a period of three (3) years after completion of all work under this contract, in order to be available for audit by CITY or its designee.

E. SUBRECIPIENT shall maintain intact and readily accessible all data, documents, reports, records, Contracts, and supporting materials relating to this Contract during the course of this Contract and for three (3) years after City makes final payments and all other pending matters are closed. SUBRECIPIENT shall permit the authorized representations of CITY and/or WisDOT or its designee, as required by USDOT/FTA, and the Comptroller General of the United States to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts pertaining to this Contract.

F. SUBRECIPIENT further agrees to include in all its contracts and subcontracts hereunder a provision to the effect that the contractor and subcontractor agrees to the requirements of the above paragraph. The term "subcontractor" as used in this clause excludes subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

G. The periods of access and examination described above, for records which relate to (1) litigation or the settlement of claims arising out of the performance of this Contract, and (2) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his/her duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been dispose of.

## Article IV: Project Management

A. The Subrecipient agrees that its transit project will be that as described in Attachment A, and will be managed and operated in accordance with the Project Management and Recipient Coordination Plan, which is made part of this Grant Agreement by reference. Modifications to Attachment A may be proposed by either the Subrecipient or Metro Transit.

B. A request by the Subrecipient to modify the transit project from that described in Attachment A must be submitted in writing to Metro Transit in a manner prescribed by Metro Transit.

C. If Metro Transit determines that a proposed modification is a "substantive change" to the initial grant application, Metro Transit shall prepare an amendment to this Grant Agreement and forward it to the Subrecipient for execution. The Subrecipient shall not implement a proposed "substantive change" to the 2021 transit project until an appropriate amendment to this Grant Agreement has been executed by both the Subecipient and the Metro Transit.

D. If Metro Transit determines that a proposed modification to the 2021 grant application is a "non-substantive change," Metro Transit shall authorize in writing the Subrecipient to implement the change, and a formal amendment to this Grant Agreement shall not be required.

## Article V: Assurance of Nondiscrimination on the Basis of Disability

SUBRECIPIENT, in accordance with 49 CFR Parts 27, 37, and 38, agrees that it will comply with the Americans with Disabilities Act of 1990 (ADA), the Rehabilitation Act and all U. S. Department of Transportation regulations relating to enforcement of each Act.

## Article VI: City Terms and Conditions

A. **NON-DISCRIMINATION.**
In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

## Article VII: FTA Terms and Conditions

Federal Financial Assistance and Federal Changes: 80% of the total cost of the deliverables described in the Contract will be financed with Federal monies from the Federal Transit Act of 1964, as amended.

A. **No Government Obligation to Third Parties.** SUBRECIPIENT agrees that it will comply the U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows:

CITY and SUBRECIPIENT 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 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 CITY, SUBRECIPIENT, or any other party (whether or not party to the Contract) pertaining to any matter resulting from the underlying Contract.

SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provide by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. **Incorporation of FTA Terms.** The provisions in this section include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F or any subsequent amendments are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. SUBRECIPIENT shall not perform any act, fail to perform any act, or refuse to comply with CITY requests, which would cause CITY to be in violation of the USDOT/FTA terms and conditions.

SUBRECIPIENT agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (27) dated October 2020, between CITY and U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. SUBRECIPIENT's failure to so comply shall constitute a material breach of this contract.

These grant agreements and FTA Circular 4220.1F, "Third Party Contracting," are available for examination at the Office of the Transit Finance Manager, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052, 608/267-8766 (voice), 608/267-8778 (fax) or wblock@cityofmadison.com.

C. **Compliance with Local, State and Federal Laws.** The services and/or equipment provided shall be in compliance with all requirements of the laws and regulations of CITY of Madison, the State of Wisconsin and the United States of America.

D. **Ethics:**

1. Prohibited Interest: SUBRECIPIENT guarantees that no employee, officer, or agent during his or her tenure or one (1) year thereafter has any interest, direct or indirect, in this Contract or the proceeds thereof. Such a conflict would also arise when any employee, officer or agent's family member or partner or organization that employs, or is about to employ any of the above, has a financial or other interest in this Contract or the proceeds thereof.

2. Interest of Members of or Delegates to Congress: SUBRECIPIENT guarantees that he or she has not offered or given to any member of, or delegate to the Congress of the United States, any share or part of this Contract or to any benefit arising therefrom.

3. Covenant Against Gratuities: SUBRECIPIENT guarantees that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, officer or agent of CITY with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the Contract.

4. Collusive Agreements: SUBRECIPIENT guarantees that the Contract submitted is not a product of collusion with any other Recipient and no effort has been made to fix any overhead, profit or cost element of any Contract price.

5. Program Fraud and False or Fraudulent Statements and Related Acts:

   a. SUBRECIPIENT 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, SUBRECIPIENT certifies 41or 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, SUBRECIPIENT 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 SUBRECIPIENT to the extent the Federal Government deems appropriate.

   b. SUBRECIPIENT also understands and acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on SUBRECIPIENT, to the extent the Federal Government deems appropriate.

E. **Civil Rights** - SUBRECIPIENT shall comply with and ensures the compliance of all contractors and subcontractors with the following requirements:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, SUBRECIPIENT agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

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

b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, SUBRECIPIENT agrees to comply with any implementing requirements FTA may issue and with implementing regulations of the U.S. Equal Opportunity Commission (U.S. EEOC), 29 CFR, Part 1625.

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

d. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:
In all solicitations, either by competitive bidding or negotiation made by SUBRECIPIENT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor or supplier shall be notified by SUBRECIPIENT of SUBRECIPIENT's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, creed, age, disability, sex or national origin.

e. Information and Reports: SUBRECIPIENT shall provide all information and reports required by the Federal Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CITY or the USDOT-/FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Recipient is in the exclusive possession of another who fails or refuses to furnish this information, SUBRECIPIENT shall so certify to CITY or to the USDOT/FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

f. Incorporation of Provisions: SUBRECIPIENT shall include the provisions of this entire section entitled "**Civil Rights**" in every contract and subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUBRECIPIENT shall take such action with respect to any subcontract or procurement as CITY or the USDOT/FTA may direct as a means of enforcing non-compliance. Provided, however, that in the event a Recipient becomes involved in, or is threatened with litigation with a contractor, subcontractor or supplier as a result of such direction, SUBRECIPIENT may request CITY to enter into such litigation to protect the interest of the United States.

g. Penalties: Failure by SUBRECIPIENT to carry out these requirements is a material breach of the Contract, which may result in the withholding of payments to SUBRECIPIENT under the contract until SUBRECIPIENT complies; cancellation, termination or suspension of this Contract; ineligibility for

future Contracts; or such other remedy as CITY or USDOT/FTA deems appropriate in order to assure compliance with applicable civil rights standards as required by law.

F. **Disadvantaged Business Enterprise:**

The requirements of 49 C.F.R. Part 26 and CITY's USDOT/FTA approved Disadvantaged Business Enterprise (D.B.E.) Program are incorporated in this Contract by reference.

The Contractor shall maintain compliance with "DBE Approval Certification" CER 8.7 throughout the period of Contract performance. The requirements of § 1101(b) of SAFETEA – LU, Title 23 U.S.C. § 101, note, 49 C.F.R. Part 26 and the City's USDOT/FTA approved Disadvantaged Business Enterprise (D.B.E.) Program are incorporated in this Contract by reference.

1. Policy. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR § 18.36(e) Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms apply to this Contract.

2. Obligation. SUBRECIPIENT and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of any subcontracts entered into in its performance of this contract. Each subcontract the Contractor signs with a Subcontractor must include the assurance in this paragraph and the penalty provision in Paragraph c below.

3. Penalty. Failure by SUBRECIPIENT or its contractor and subcontractor 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 CITY deems appropriate.

G. **Labor Protection:** SUBRECIPIENT agrees to comply with applicable transit employee protective requirements, terms, and conditions determined by the U. S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements as of 49 U.S.C. A5333(b), and U. S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto.

H. **Government-wide Debarment & Suspension Non-procurement:** SUBRECIPIENT agrees to comply with and shall assure subcontractors compliance with the requirements of Executive Order 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget FTA Master Agreement, which prohibits FTA Recipients and Subcontractors from knowingly contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. SUBRECIPIENT agrees to, and assures that its sub contractors will, review the "Excluded Parties Listing System" at http://www.sam.gov before entering into any third party contract or subagreement. SUBRECIPIENT shall submit the certification attached as Attachment B with this Contract.

Furthermore, SUBRECIPIENT agrees, to provide and to require subcontractors at every tier to agree to provide, CITY with immediate written notice if it learns that its submitted certification, which was not erroneous when submitted, has become erroneous by reasons of changed circumstances. Written notice shall be sent to Wayne Block, Transit Finance Manager, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052.

I. **Environmental Requirements:**

1. Recycled Products: SUBRECIPIENT agrees that it will comply with 42 USC § 6962 et seq., and 40 CFR Part 247, and Executive Order 12873; U. S. Department of Transportation regulations relating to recycled products. This requirement applies to all Contracts designated by the EPA, when CITY or Subrecipient

procures $10,000 or more of such items in the fiscal year, or when the cost of such items purchased during the previous fiscal year were $10,000, using federal funds.

Violations shall be reported to USDOT/FTA and to the United States Environmental Protection Agency Assistant Administrator for Enforcement.

J. **Pre-award and Post Delivery Audit Requirements**

1. **CERTIFICATIONS REQUIRED**

SUBRECIPIENT and selected Contractor shall comply with 49 U.S.C. § 5323(j) and FTA's implementing regulation at 49 C.F.R. Part 663 and Part 661 and shall submit all necessary certifications and documentation, **as required, with its Offer and prior to vehicle acceptance**, including but not limited to the following: SUBRECIPIENT understands and agrees that to the extent the provisions of 49 U.S.C. § 5323(j), as amended by SAFETEA-LU conflict with FTA's implementing regulations as currently promulgated, the provisions of 49 U.S.C. § 5323(j), as amended, prevail.

2. **FEDERAL MOTOR VEHICLE SAFETY STANDARDS (FMVSS)**

SUBRECIPIENT shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS **at the time of award and at the time of the post award audit,** or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

3. **PURCHASERS REQUIREMENTS CERTIFICATION**

SUBRECIPIENT and selected Contractor shall submit all documentation requested by CITY in order to satisfy the following Federal requirements in 49 CFR 663.

a. **Pre-Award Purchasers Requirements Certification**
The Pre-Award purchaser's requirements certification is a certification that SUBRECIPIENT keeps on file that:

(1) The rolling stock SUBRECIPIENT is contracting for is the same product described in SUBRECIPIENT's solicitation specifications.

(2) SUBRECIPIENT and (if selected) Contractor is the responsible manufacturer with the capability to produce a vehicle that meets the Procuring Agency's specifications set forth in the Procuring Agency solicitation.

b. **Post-Award Purchasers Requirements Certification**

The Post-Award purchaser's requirements certification is a certification SUBRECIPIENT keeps on file that:

(1) Except for procurements covered under paragraph (c), in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall (1) provide accurate records of all vehicle construction activities; and

(2) Address how the construction and operation of the vehicles fulfills the contract specifications.

(3) After reviewing the report required under paragraph (a), of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.

c. For procurements of ten or fewer buses, or any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.

The selected contractor shall submit all **Post Award Audit Documents**, as listed herein, to SUBRECIPIENT prior to the vehicle acceptance of each annual shipment. Failure to provide these documents, within this timeframe, may result in a reasonable retention amount being withheld by the Procuring Agency in subsequent shipments, to insure satisfactory performance with this requirement.

## Article VIII: Safety Requirements

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

## Article IX: Termination

A. In the event Subrecipient shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Subrecipient, CITY may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Subrecipient, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Subrecipient under this contract.

B. Notwithstanding paragraph A., above, CITY may in its sole discretion and without any reason terminate this agreement at any time by furnishing SUBRECIPIENT with ten (10) days' written notice of termination. In the event of termination under this subsection, CITY will pay for all work completed by SUBRECIPIENT and accepted by CITY

## Article X: Privacy Act

SUBRECIPIENT agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, SUBRECIPIENT agrees to obtain the express consent of the Federal Government before SUBRECIPIENT or its employees operate a system of records on behalf of the Federal Government. SUBRECIPIENT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

## Article XI: Attachments

All attachments to this Contract are incorporated herein by annexation (Attachment A and B).

## Article XII: Counterparts, Electronic Signature and Delivery

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

**SUBRECIPIENT**

City of Stoughton
(Type or Print Name of Contracting Entity)

By: _____
(Signature)

_____
(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN**
**a municipal corporation**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

**Approved:**

_____
David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

**Approved as to Form:**

_____
Eric T. Veum, Risk Manager

Date: _____

_____
Michael R. Haas, City Attorney

Date: _____

**Attachment A**

**2021 Section 5310 Capital Assistance Grant**

**City of Stoughton**

The City of Stoughton offers a shared-ride taxi program open to the residents of Stoughton through a contract with a private taxi service provider. The City of Stoughton is to purchase an accessible shared-ride taxi minivan to replace a 2012 non-accessible Dodge Caravan taxi cab. Stoughton Transit operates in the City of Stoughton limits and within a three-mile radius of city limits. About 30,000 rides per year are taken on the taxi system, the majority of whom are seniors or people with disabilities. The shared-ride taxi system is important to the community and is used for important trips to and from work, shopping, entertainment, medical appointments, and education.

| Quantity | Item Description | Unit Price | Total Price |
|---|---|---|---|
| 1 | Accessible Min-Van | $39,809. | $39,809. |
| | | Subtotal A | $39,809. |
| | | Federal Share (80%) | $31,847. |

Attachment B

DEBARMENT AND SUSPENSION CERTIFICATION

Instructions for Certification:

1. By signing this Contract, the prospective sub-grantee or sub-recipient is providing the signed certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by in writing by the department or agency entering into this transactions.

7. The prospective primary participant further agrees by submitting this proposal that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant agrees to review the "Excluded Parties Listing System" at http://www.sam.gov, before entering into any third party contract or subagreement.

9. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**DEBARMENT AND SUSPENSION CERTIFICATION - PRIMARY- (continued)**

The prospective primary participant certifies, by submission of this Proposal, to the best of its knowledge and belief, that neither it nor its "principals," as defined in 2. C.F.R. Part 180.995:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

Are not presently indicted for or otherwise criminally or civilly charges by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.

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

If the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal, and indicate that it has done so, by placing an "X" in the following space: ____.

Furthermore, the Participant certifies that it will provide immediate written notice to CITY if, at any time during the course of the proposed contract, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.

**THE PARTICIPANT, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PARTICIPANT UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

_____
Signature and title of Authorized Official

The undersigned chief legal counsel for City of Stoughton hereby certifies City of Stoughton has authority under state and local law to comply with the subject assurance and that the certification above has been legally made.

_____
Signature of Subrecipient's Attorney

_____
Date