

# **Assist-To-Transport, LLC**


**71 Albert Dr  
Manitowoc, WI 54220**

December 9, 2016

City of Manitowoc – Maritime Metro Transit:

Assist-To-Transport, LLC is very excited to submit a proposal to provide the City and County of Manitowoc with elderly and disabled transportation for 2017-21. As requested we have provided all the company information as per the RFP. All of the information is accurate and complete.

Sincerely,



Stephen J.M. Roekle, Managing Member  
Assist-To-Transport, LLC

**(920) 682-8820 fax (920) 682-2027**

# Table of Contents

	Page
Statements of Qualifications, Experience, and Organization Relationships	3
Experience Statement	3
Innovation	3
Key Personnel	3
Personnel Program	5
Employee Training Program	5
Safety and Accident Reduction Program	6
Vehicles	7
Maintenance	8
Scheduling and Dispatch	10
Service Monitoring	11
Customer Complaints	12
Records and Reports	13
Financial Statements	13
Proposal Modifications for Consideration	13
Conclusion	15
Appendix	

## **Statements of Qualifications, Experience, and Organization Relationships**

### **Experience Statement**

Assist-To-Transport, LLC was formed by staff members from Brandt Buses, Inc in 2001. Brandt Buses has been in the transportation industry for 42 years providing school bus services for the Manitowoc Public School District. All aspects of transportation including customer service, training, routing, scheduling, etc. have been honed over those many years. It is this experience that was tapped when Assist-To-Transport began specialized transportation for the County of Manitowoc in 2001. In 2002 Assist-To-Transport was awarded the combined City-County of Manitowoc Paratransit contract and has faithfully performed all the responsibilities of this contract since that time.

Because Assist-To-Transport is the current Provider, we have the best overall knowledge of the services needed in this contract. We are a local company that understands that this contract is more than transporting clients, it is a quality of life issue for our residents. We treat this as a much-needed service to people that our office staff and drivers know as friends, relatives, and acquaintances. Our transportation record over the past 16 years demonstrates this. If we were awarded the contract there would be no transition issues. Clients are already familiar with our phone number and the services we provide.

### **Innovation (Rural only as stated in RFP)**

Over the years Assist has been part of a collaborative effort with the ADRC in an attempt to increase the ridership in rural areas. A few years back buses were sent to centralized locations in Manitowoc County to pick up passengers and bring them into Manitowoc to shop, eat, or see a doctor. Buses went to Kellnersville, Reedsville, and St. Nazianz. Presentations were made at the senior centers in these towns by the Mobility Manager and Steve Roekle. Ridership was good at first but quickly fell off. It would be our recommendation that the only way to increase ridership from the rural community would be to provide more individualized service. This means door-to-door van service. Unfortunately, the cost to provide this service is more than the current budget could handle. The volunteer van service that the ADRC currently runs is a step forward in this effort, but doesn't account for wheelchair clients.

### **Key Personnel**

The experience, background, and attitude from the key individuals in our organization provide a distinct advantage over other competitors. Our staff has been fulfilling this contract since 2001. You know what you are going to get with us. We have proven to be easy to work with and open to new suggestions and ideas. This staff

wants to continue to promote a positive attitude that the City/County will enjoy working together with. We have a sincere desire to do a good job for the City/County. The key personnel we employ are the reason we have been successful with the current contract. When the City-County asks itself 'who do I want to work with for the next 5 years?' we would hope that answer would be our staff.

**Steve Roekle-** President of Assist-To-Transport,LLC.

Steve is a 1992 graduate of UW-Eau Claire with a B.B.A. He has 21 years of transportation management training and experience and is the owner of Assist-To-Transport and Brandt Buses, Inc. Steve oversees all activities at Brandt Buses, a school bus company serving the Manitowoc Public School District. He is a certified Commercial Driver License Third Party Tester for the State of Wisconsin Division of Motor Vehicles. Steve is certified to have taken Drug and Alcohol Awareness and Detection Classes and is a certified STT technician (drug testing). He is responsible for the day-to-day activities involved with the current City-County Paratransit Contract. Steve has had direct communication with Jim Muenzenmeyer, Director of Transportation/Buildings and Ground with the City of Manitowoc, and Cathy Ley, Director of the Manitowoc County Aging and Disability Resource Center. We encourage the City/County committee to inquire with them on his performance.

**Beth Wagner-** Transportation Manager, 15 years of experience at Assist. Beth has been responsible for day-to-day scheduling and dispatching since January, 2002. Over the years, she has developed a strong relationship with clients, the nursing homes, and clinic personnel. She holds a Commercial Drivers License and has management and driver training. Beth has direct contact with Marlo and Linda at the City and we would encourage the committee to inquire with them on her performance.

**Laurie Rezba-** Transportation Manager, 2 years of experience at Assist. Laurie is also responsible for scheduling and dispatching.

**Kevin Schroeder-** Head Mechanic, 30 years of experience Kevin is a fully certified mechanic. He has had attended many seminars and classes on wheelchair ramps, transmissions, brakes, engines, etc. His vast experience in working on the paratransit vans and buses during the time we have held the City/County Contract enables him to properly maintain our fleet. Our fleet receives an annual inspection by the Wisconsin State Patrol and has passed every time. The committee is welcome to inspect our maintenance records.

**Gerry Licht-** Mechanic, 15 years of experience. Gerry is also a fully certified mechanic. His vast knowledge base and mechanical skills allow us to have extremely qualified mechanics available from 6am – 5pm. Having two mechanics available immediately in case of emergency is extremely valuable especially if there is a breakdown in cold weather. This helps Assist maintain consistent service to its clients.

## **Personnel Program**

Finding and maintaining quality employees is vital. We recruit through regular advertising means including the Wisconsin Job Center, newspaper, and radio, but get better results by finding new employees from leads given by existing employees. Our hiring practices currently include filling out an application, a one-on-one interview, a Nationwide criminal background check, a Motor Vehicle Records inspection, and a pre-employment drug test. With these initial steps, unsatisfactory employees can be weeded out. All drivers must go through a 4-hour Defensive Driving Course and a 4-hour First Aid/CPR Course both certified by the National Safety Council. Our Handbook is given to the employee and explained (Handbook included). Written standards of conduct and performance required for our employees is located on Pages 4-8 in the Handbook. The driver must also sign a Behavior Policy and our Drug and Alcohol Policy (page 72-73 in Handbook). Once a driver becomes an employee they are subject to the State and Federally mandated random drug and alcohol tests. Assist-To-Transport, LLC currently has a pool of over 50 drivers. This pool includes drivers from Brandt Buses. The number of existing drivers we have is an advantage in the event of illness or emergency with another driver. Our large pool of sub drivers helps us provide seamless transportation services to our clients. We have never cancelled a ride that a client has scheduled in the 15 years we have held the City-County Contract. We are very proud of that.

## **Employee Training Program**

Assist-To-Transport has an extensive employee-training program. First, drivers receive a copy of the Assist-To-Transport, LLC Handbook (see copy included). In the Handbook drivers learn about our work rules and policies. After a manager goes through the Handbook with the driver, they must read and sign a release form that indicates they understand and will follow all that is covered in the book. Second, the driver receives our Driver Training Manual (see copy included). This is a 25-page document that covers Disability Awareness and Passenger Assistance in great detail. Again, one-on-one training will take place with this driver covering all the material in the Manual. Next the drivers must take the Defensive Driving and First Aid/CPR classes as stated above.

The last step in training is for a new driver to ride along with a driver on their route. During this training the new employee will be shown firsthand how to perform a pre-trip, loading and unloading clients/wheelchairs, hooking up wheelchairs, learning the difference in service for clients in the different programs, and learning pick and drop off points.

All Assist-To-Transport, LLC drivers are automatically submitted into a random drug and alcohol-testing program. Our policy mirrors the template offered by the Federal Government. Any of our drivers can be selected at random for testing. This offers additional assurances that the drivers we employ are quality individuals.

## **Safety and Accident Reduction Program**

We are always training our employees. On Monday, Wednesdays, and Fridays a staff member reads an FYI (For Your Information), which consist of basic reminders to the drivers. Five meetings are held during the year to further instruct and update our drivers. A monthly newsletter is distributed that addresses current issues and other pertinent information. Payroll stuffers are attached to every check that highlights an important driving tip. We believe in constantly feeding reminders to our drivers so that they don't have an opportunity to forget the important items.

If a driver is involved with an accident, specific procedures are followed. This includes immediate drug and alcohol testing if the driver is given a citation. Two-way radios in the buses allow for quick notification. The office staff along with the driver evaluates each accident. The appropriate retraining or instructions are then given.

## **Vehicles**

Assist-To-Transport, LLC will need the use of all 9 of the vehicles that are provided by the City and County of Manitowoc. They include the 5 – Ford E-350's, the 2016 Freightliner bus, and the 3 - 2015 Thomas buses. Our bid is based on the commitment of the City/County to continue to follow the capital replacement program that has been established. Additional vehicles will be maintained by Assist-To-Transport to complete the vehicle needs of the contract. All vehicles are connected by a two-way radio system enhanced by a repeater. The range of the two-way radio transmission can extend beyond Manitowoc County. This provides immediate communication with each driver. Additionally, Assist-To-Transport, LLC has access to a fleet of 39 school buses. The fleet is made up of traditional school buses, as well as, handicap school buses. The handicap school buses are all wheelchair equipped. In case of emergency or vehicle breakdown, a suitable replacement vehicle is always available. Backup vehicles are vital in maintaining consistent service. Mechanical issues will occur and vehicles will need to be repaired. This is a fact in the transportation industry. Our spare buses are the reason we have never missed a rural holiday house route in the 16 years we have been providing services to the County. Any company that bids for the rural contract should have a spare bus. All the vehicles used for this contract are inspected annually by Certified Wisconsin State Inspectors.



*Picture of one of the spare buses.*

Assist-To-Transport, LLC purchases diesel fuel from Brandt Buses, which has a 10,000-gallon on-site diesel fuel tank. Due to the bulk purchases our diesel fuel cost is less than a contractor who purchases from regular gas stations.



*A view of the 10,000-gallon fuel tank. Also, a view of part of the bus fleet that could be used as spares if needed.*

All the vehicles used in this contract by Assist-To-Transport are fully functioning and their appearance reflects the seriousness and pride we take in serving our customers. They are all well kept up and maintained. The air conditioners, heaters, wipers, etc. work in every vehicle. Any rust spots or dents are fixed immediately. We realize that all Manitowoc County residents see our vehicles and the image we portray reflects on the City/County. We welcome any vehicle inspection by the City/County.

## **Maintenance**

Most of the work on the vehicles for Assist-To-Transport is done in-house. All mechanical issues not handled in house are done by Licensed Technicians at reputable repair businesses. Assist-To-Transport, LLC has access to 2 full time mechanics that cover the hours from 6am-5pm. Both mechanics are on call after hours. Having mechanics on site and available on call after hours is a crucial benefit for service. It is a fact that vehicles will break down. The important point is that when a vehicle does break down we can quickly take care of that issue while not affecting our service. Kevin

Schroeder is the lead mechanic with 30 years of experience. Gerry Licht is a mechanic with 15 years of experience.

All the Thomas buses are scheduled for preventive maintenance every 2,000 miles. The Ford vans and Ford mini buses are scheduled for preventative maintenance every 3,500 miles. Each vehicle must undergo a complete inside and out inspection with forms filled out by the mechanics. All maintenance guidelines supplied by the manufacturer for each vehicle are followed. Records of maintenance work are kept on each vehicle and copies are submitted to the City/County monthly. Below is the Preventative Maintenance checklist performed on each vehicle.

### Preventive Maintenance

Bus # \_\_\_\_\_ Year \_\_\_\_\_

Lights	Power steering level and leaks	
Steering Components	Fuel and engine leaks	
Exhaust System	Tires	
Brake hoses	Windows and mirror	
Brakes	Check switches and panel	
Trans. Fluid level and leaks	First aid kit	
Rear end grease level and leaks	Fire Extinguisher	
Emergency Brake	Seats check and tighten	
Springs	Door buzzers	
Brake Fluid level and leaks	Wiper Blades	
Oil level and leaks	Wheel chair lifts	
Antifreeze level and leaks	Batteries	

Our entire fleet is inspected annually by State Inspectors and our vehicles have always passed. In addition, all drivers complete the required pre-trip and post-trip prior to driving that vehicle. The driver must sign the pre-trip and post-trip forms. These forms are also copied and submitted to the City/County monthly.

Examples of both the pre-trip/post-trip Inspection Guide and the pre-trip/post-trip signature forms are located on the next page.



**Pre-Trip and Post-Trip Inspection**

**Pre-Trip:**

Open hood, Check: Oil  
Coolant  
Washer fluid

Unlock all doors. (Mandatory to unlock rear emergency door)

Start Vehicle: (Turn on headlights and 4-way flashers)

Walk around vehicle and inspect for: Body damage  
Tire inflation (visual)  
Lights and flasher operation  
Ramp/Lift operation  
Interior for damage  
Seat and belt condition  
Fire extinguisher  
First Aid supplies  
Heater - A/C operation

Check fuel level

**During Trip:**

Note all operational conditions of vehicle

Vehicle operation okay  
Vehicle requires repair or service

Any problems discovered during inspections or trips should be noted on the daily inspection form and reported to a mechanic. The mechanic will make the decision as to whether the vehicle is safe to take on the road before necessary repairs are made.

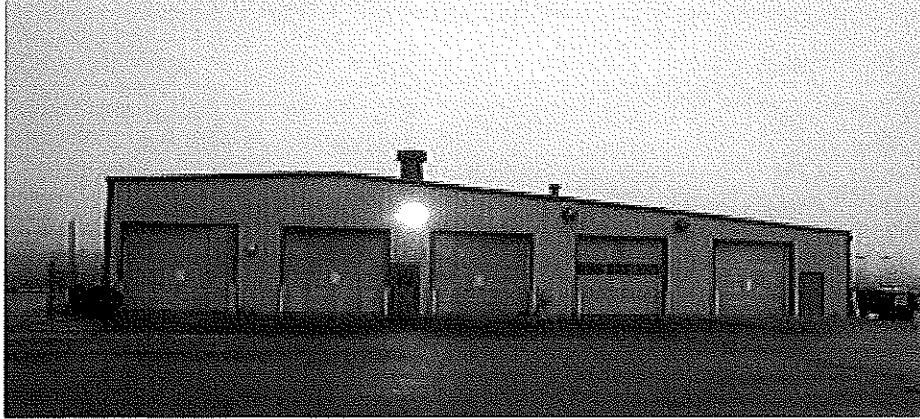
*Pre-trip and Post-trip inspection guide*

DATE	PRE-TRIP	POST-TRIP	NOTES	Starting Odometer	Ending Odometer
9/30/01	SPB	LABOR DAY		26654	
9/30/01	SPB	SPB	OK	26654	26702
9/30/01	SPB	SPB	OK	26707	26837
9/30/01	SPB	SPB	Oil Low	26702	26971
9/30/01	Jm	Jm		27104	27174
9/10/01	Jm	Jm		27226	27288
9/11/01	Jm	Jm		27433	27502
9/12/01	Jm	Jm		27567	27639
9/13/01	Jm	Jm		27705	27774
9/14/01	Jm	Jm		27916	27988
9/17/01	SPB	SPB	Oil Change?	28049	28121
9/18/01					
9/19/01					
9/20/01					
9/21/01					
9/24/01					
9/25/01					
9/26/01					
9/27/01					
9/28/01					

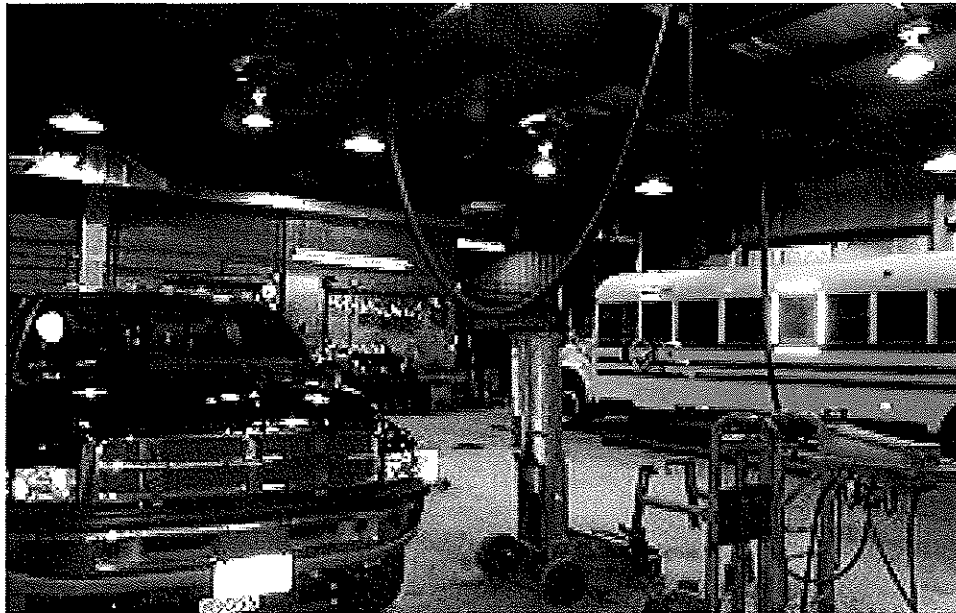
#12

VEHICLE NUMBER \_\_\_\_\_

*Drivers sign pre-trip and post-trip Form*



*Back of Brandt Buses building (where Assist-To-Transport, LLC has its office) showing the three-bay maintenance stalls on the left. The white door represents our bus wash stall. The door on the far right is a storage and additional maintenance stall.*



*A view inside the three-bay maintenance area.*

## **Scheduling and Dispatching**

Assist-To-Transport, LLC already possesses the computer programs and dispatching expertise to fulfill this contract. Our staff has successfully scheduled and dispatched all the Specialized Transportation needs for the City-County of Manitowoc since 2001. We utilize Driveware Dispatch System.



*View of the office at Assist-To-Transport.*

Assist-To-Transport, LLC will maximize dispatch efficiency by providing one number to call for all three programs. In addition, clients are used to and have become familiar with our phone number and dispatch personnel.

## **Service Monitoring**

Assist-To-Transport, LLC has a strong 16 year service record. We have provided timely and efficient transportation to all our clients. We continue to strive to offer our riders the best service we can. Assist-To-Transport hopes that our service record would carry much weight when the committee decides on a provider. Not all communities are satisfied with their paratransit providers. Over the 16 years, City and County personnel have not had to spend very much time dealing with problems from the three programs. This has to be comforting and reassuring for this committee to know that they don't have to worry about what is happening with the transportation. The job gets done well.

Our service monitoring system is patterned after the system Brandt Buses, Inc. uses. Brandt Buses has held the Manitowoc Public School District contract for 42 years and holds an impeccable record. Steve Roekle monitors our pool of over 70 drivers that can be drawn upon to fulfill the driving needs of this contract. However, all management is responsible to make sure each driver is performing his or her job correctly. If there is a problem, a Service Complaint Form is filled out (next page). Steve Roekle will meet with that driver, evaluate the situation, and proceed accordingly (see Handbook). The course of action may include retraining or in extreme cases, termination.

In addition, Assist-To-Transport, has GPS tracking units in every vehicle. We can see exactly when our vehicle arrives at its destination to ensure timely service. It tracks



## **Records and Reports**

Some of the forms Assist-To-Transport uses have already been displayed. This includes a Service Complaint Form and Pre-trip and Post-trip Forms. See appendix for more examples of other forms we use. We also provide the City-County with Excel spreadsheets with ridership totals and other information.

New computer dispatch software that would connect Assist, the City, and the County has been discussed in the past. This might be a way to increase efficiencies with easier access to information for everyone and lessen the paper reports.

## **Financial Statements**

Assist-To-Transport, LLC is sound financially. We have been in business for 16 years. Our financial records are included and come directly from the annual audits performed by Hawkins Ash (see appendix).

Additional questions regarding financial stability can be addressed to Dave Diedrich, Vice President at Investors Community Bank in Manitowoc, (920) 686-5656.

Assist-To-Transport, LLC currently carries the contractually required insurance and will be able to continue the same coverage. In fact, we are currently covered until our annual renewal expires on November 1, 2017.

## **Proposal Modifications for Consideration**

For the record the following changes would lessen the quality of service that is currently provided to Manitowoc County residents which would lower their quality of life. At some point the line can go below acceptable standards and begin hurting rather than helping our community. These programs are intended to help the disabled and elderly receive basic needs like seeing a doctor and getting food. But they can also help maintain a level of self esteem and self worth with taking elderly to hair appointments. With that in mind the following recommendations would lower our cost per trip.

The elderly program could cut all rides other than doctor's appointments. You could continue to run trips to grocery stores but on a very limited schedule. A north side route and a south side route could be setup on an on call basis on a particular day. Clients would call in for a pickup on the north side on Monday of every week and on the south side on Tuesdays of every week. The bus would make a route, pick them all up, and drop at designated spots like Cops, Walmart, or Shopko. There would be a set pickup time and the routes would be reversed for drop-off. This would make use of a bus that is not used during the day and eliminate the need for probably one van.

An overall change that could be made is that the City/County agree on a number of vans they want to run and have riders sign up on a first come first serve basis. Pickups would be on the half hour and when the slots are filled for that day no more rides are

taken. This would eliminate the issue of providing enough vehicles for peak ride times. This could save one or two vehicles needed in a fleet and thus reduce costs.

Another option would be to increase the time allowed for returning a client from a doctor or other type of appointment. Or you could just eliminate returns during peak ride times. This would level out the need to stock additional vehicles. For example, you could up the return window to 90 minutes and state there are no returns from 8-9am and 3-4pm. These are peak times. Clients would have to wait until a van is available.

We are open to discuss all options. Keep in mind that these would lessen the service that the Manitowoc County residents who are the most in need would get. These would be tough decisions, but we understand this is a tough economic environment.

## **EEO/Affirmative Action Plan**

See appendix for our EEO/Affirmative Action Plan.

## **Statement Of Insurability**

Assist-To-Transport, LLC currently carries the contractually required insurance and will be able to continue the same coverage. In fact, we are currently covered until our annual renewal expires on November 1, 2017. A Certificate of Insurance is included in appendix.

## **Proof of Bondability**

Included in the appendix is a letter from Dave Diedrich, Vice President at Investors Community Bank, stating we are financially sound and capable of completing this contract.

## **Debarred Bidder's List**

No member of Assist-To-Transport, LLC is on a Debarred Bidders List.

## **Bid Opportunity List**

1. Assist-To-Transport, LLC
2. 71 Albert Dr
3. We are not a DBE
4. We have been in business for 16 years
5. Gross Receipts of \$1,500,000 in 2015

## **Conclusion**

Assist-To-Transport is a local company made up of people who live in Manitowoc County. Because of this, our entire staff has a vested interest in helping improve our resident's quality of life by providing the best transportation service possible. We are very proud of our record over the past 16 years. We feel we offer the best option for the City/County of Manitowoc to fulfill this five year contract for all three programs. Assist is the most qualified since we have been the provider for all three programs for the last 15 years. Our vehicles are well maintained. Our employees are already trained and know the clients and the service requirements in this contract. By selecting Assist-To-Transport for this contract there would be no transition or implementation process. The continuation of the coordination of services is an important benefit to the elderly and disabled citizens of Manitowoc County. Having one number to call and the same number that they have used for 15 years can't be overstated. We look forward to working with you in the future.

Thank you for your time and consideration.

**ASSIST-TO-TRANSPORT, LLC**  
BALANCE SHEETS

<u>ASSETS</u>	DECEMBER 31,	
	2015	2014
<b>CURRENT ASSETS</b>		
Cash	\$ 32,129	\$ 22,408
Accounts receivable	92,024	98,360
Prepaid expenses	8,786	6,009
<b>TOTAL CURRENT ASSETS</b>	<b>132,939</b>	<b>126,777</b>
<b>EQUIPMENT, VEHICLES, AND LEASEHOLD IMPROVEMENTS, at cost,</b>		
Equipment	23,438	30,124
Vehicles	368,470	275,451
Leasehold improvements	2,400	2,400
	394,308	307,975
Less accumulated depreciation and amortization	116,118	130,659
<b>NET EQUIPMENT, VEHICLES, AND LEASEHOLD IMPROVEMENTS</b>	<b>278,190</b>	<b>177,316</b>
<b>TOTAL</b>	<b>411,129</b>	<b>304,093</b>
<b><u>LIABILITIES AND MEMBER'S EQUITY</u></b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	8,946	19,149
Accrued payroll and payroll taxes	21,978	17,525
<b>TOTAL CURRENT LIABILITIES</b>	<b>30,924</b>	<b>36,674</b>
<b>MEMBER'S EQUITY</b>	<b>380,205</b>	<b>267,419</b>
<b>TOTAL</b>	<b>\$ 411,129</b>	<b>\$ 304,093</b>

The accompanying notes are an integral part of these financial statements.



**ASSIST-TO-TRANSPORT, LLC**  
**STATEMENTS OF INCOME**

	YEAR ENDED DECEMBER 31,	
	2015	2014
REVENUE	\$ 1,396,003	\$ 1,096,749
CONTRACT EXPENSES	<u>832,579</u>	<u>721,253</u>
INCOME BEFORE NONCONTRACT REVENUE (EXPENSES)	563,424	375,496
NONCONTRACT REVENUE (EXPENSES)		
Bad debt expense	(10,009)	(8,641)
Miscellaneous income	4,000	1,325
Donations	(12,351)	(12,163)
Professional fees	(1,760)	(825)
Loss on disposal of fixed assets	(3,430)	-
Interest expense	<u>(342)</u>	<u>(295)</u>
<b>NET INCOME</b>	<b><u>\$ 539,532</u></b>	<b><u>\$ 354,897</u></b>

The accompanying notes are an integral part of these financial statements.

**ASSIST-TO-TRANSPORT, LLC**  
BALANCE SHEETS

<u>ASSETS</u>	DECEMBER 31,	
	2013	2012
<b>CURRENT ASSETS</b>		
Cash	\$ 1,353	\$ 14,625
Accounts receivable	53,767	45,564
Prepaid expenses	16,866	11,679
<b>TOTAL CURRENT ASSETS</b>	<b>71,986</b>	<b>71,868</b>
<b>EQUIPMENT, VEHICLES, AND LEASEHOLD IMPROVEMENTS, at cost,</b>		
Equipment	15,085	12,668
Vehicles	170,827	91,142
Leasehold improvements	2,400	2,400
	188,312	106,210
Less accumulated depreciation and amortization	100,682	84,449
<b>NET EQUIPMENT, VEHICLES, AND LEASEHOLD IMPROVEMENTS</b>	<b>87,630</b>	<b>21,761</b>
<b>TOTAL</b>	<b>159,616</b>	<b>93,629</b>
 <u>LIABILITIES AND MEMBER'S EQUITY</u>		
<b>CURRENT LIABILITIES</b>		
Current portion of long-term debt	27,064	1,450
Line of credit	5,000	14,039
Accounts payable	26,847	21,938
Accrued payroll and payroll taxes	13,237	9,095
<b>TOTAL CURRENT LIABILITIES</b>	<b>72,148</b>	<b>46,522</b>
<b>LONG TERM LIABILITIES</b>		
Long-term debt	13,797	-
<b>TOTAL LIABILITIES</b>	<b>85,945</b>	<b>46,522</b>
<b>MEMBER'S EQUITY</b>	<b>73,671</b>	<b>47,107</b>
<b>TOTAL</b>	<b>\$ 159,616</b>	<b>\$ 93,629</b>

The accompanying notes are an integral part of these financial statements.

**ASSIST-TO-TRANSPORT, LLC**  
**STATEMENTS OF INCOME**

	YEAR ENDED DECEMBER 31,	
	2013	2012
REVENUE	\$ 727,576	\$ 665,821
CONTRACT EXPENSES	592,253	554,326
INCOME BEFORE NONCONTRACT REVENUE (EXPENSES)	135,323	111,495
NONCONTRACT REVENUE (EXPENSES)		
Bad debt expense	(4,542)	(2,932)
Miscellaneous income	860	4,280
Donations	(8,884)	(5,255)
Professional fees	(750)	(920)
Interest expense	(199)	(639)
NET INCOME	\$ 121,808	\$ 106,029

The accompanying notes are an integral part of these financial statements.

**ASSIST-TO-TRANSPORT, LLC**  
**BALANCE SHEETS**

<u>ASSETS</u>	DECEMBER 31,	
	2011	2010
<b>CURRENT ASSETS</b>		
Cash	\$ 13,358	\$ -
Accounts receivable	51,447	71,440
Prepaid expenses	9,950	10,540
<b>TOTAL CURRENT ASSETS</b>	<b>74,755</b>	<b>81,980</b>
 <b>EQUIPMENT, VEHICLES, AND LEASEHOLD IMPROVEMENTS, at cost,</b>		
Equipment	11,286	9,639
Vehicles	85,342	85,342
Leasehold improvements	2,400	2,400
	99,028	97,381
Less accumulated depreciation and amortization	74,766	60,593
<b>NET EQUIPMENT, VEHICLES, AND LEASEHOLD IMPROVEMENTS</b>	<b>24,262</b>	<b>36,788</b>
<b>TOTAL</b>	<b>99,017</b>	<b>118,768</b>
 <b><u>LIABILITIES AND MEMBER'S EQUITY</u></b>		
<b>CURRENT LIABILITIES</b>		
Cash overdraft	-	6,501
Current portion of long-term debt	11,238	10,569
Line of credit	-	12,982
Accounts payable	33,502	14,233
Accrued payroll and payroll taxes	11,545	7,313
<b>TOTAL CURRENT LIABILITIES</b>	<b>56,285</b>	<b>51,598</b>
 <b>LONG TERM LIABILITIES</b>		
Long-term debt	1,437	12,656
<b>TOTAL LIABILITIES</b>	<b>57,722</b>	<b>64,254</b>
 <b>MEMBER'S EQUITY</b>		
<b>TOTAL</b>	<b>\$ 99,017</b>	<b>\$ 118,768</b>

The accompanying notes are an integral part of these financial statements.

**ASSIST-TO-TRANSPORT, LLC**  
**STATEMENTS OF INCOME**

	YEAR ENDED DECEMBER 31,	
	2011	2010
REVENUE	\$ 701,333	\$ 627,100
CONTRACT EXPENSES	572,898	522,064
INCOME BEFORE NONCONTRACT REVENUE (EXPENSES)	128,435	105,036
NONCONTRACT REVENUE (EXPENSES)		
Bad debt expense	-	(1,840)
Miscellaneous income	795	900
Donations	(8,585)	(8,359)
Professional fees	(660)	(625)
Interest expense	(288)	(2,238)
<b>NET INCOME</b>	<b>\$ 119,697</b>	<b>\$ 92,874</b>

The accompanying notes are an integral part of these financial statements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2016

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

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

<b>PRODUCER</b> Ansay & Associates, LLC. PW 101 East Grand Ave. Suite #11 Port Washington WI 53074	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No. Ext):</b> 262-284-7174	<b>FAX (A/C, No.):</b> 262-377-3784
	<b>E-MAIL ADDRESS:</b> Sandy.bowman@ansay.com	
<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURER A:</b> Selective Insurance Company of Amer		<b>NAIC #</b> 12572
<b>INSURER B:</b> SFM Mutual Insurance Company		<b>NAIC #</b> 11347
<b>INSURER C:</b> Evanston Insurance Co		<b>NAIC #</b> 35378
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**                                      **ASSITOT-01**

Assist to Transport, LLC  
 71 Albert Dr  
 Manitowoc WI 54220

**COVERAGES**                                      **CERTIFICATE NUMBER: 436187904**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		S2105501	11/1/2016	11/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		S2105501	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		MKLV3EUL100167	11/1/2016	11/1/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	059632202	12/27/2016	12/27/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

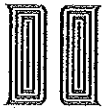
**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Sandra Bowberman*

© 1988-2010 ACORD CORPORATION. All rights reserve



**INVESTORS**  
COMMUNITY BANK

December 7, 2016

RE: Assist-To-Transport, LLC

Committee Members:

Investors Community Bank would be willing to provide a Letter of Credit to Assist-To-Transport, LLC if required by Manitowoc Maritime Metro.

It is also our opinion that Assist-To-Transport, LLC is more than capable financially of executing and fulfilling all requirements of this contract. They have maintained an account balance that would strongly indicate their good financial status.

If you should have any questions, please do not hesitate to contact me at 920-686-5656.

Sincerely,

David J. Diedrich  
Vice President Business Banking

**Manitowoc**

P- 920.686.9998  
T- 888.686.9998  
F- 920.686.9988

P.O. Box 700  
860 N. Rapids Road  
Manitowoc, WI 54221-0700

**Stevens Point**

P- 715.254.3400  
T- 888.686.9998  
F- 715.254.3490

P.O. Box 128  
3273 Church Street  
Stevens Point, WI 54481-0128

**AFFIDAVIT OF NON-COLLUSION**

Solicitation Number \_\_\_\_\_

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);
2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;
3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and
4. I certify that the statements in this affidavit are true and accurate.

Authorized Signature: \_\_\_\_\_

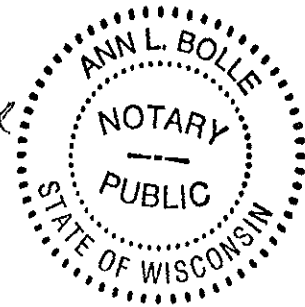
Date: 12/9/16

Name of Firm or Entity: ASSIST-TO-TRANSPORT, LLC

Subscribed and sworn to me this 9<sup>th</sup> date of Dec, 2016

Signed Notary Public: Ann L Bolle

My Commission Expires: 4/12/2019





# **ASSIST-TO-TRANSPORT, LLC**

**71 ALBERT DR  
MANITOWOC, WI 54220**

## **EEO Affirmative Action Plan**

It is the policy of Assist-To-Transport, LLC to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex or national origin.

Therefore, this corporation will take affirmative action to ensure we:

1. Recruit, hire, train, and promote persons in all job classifications without regard to race, color, religion, sex or national origin (except where sex is a bonafide occupational qualification);
2. Base decisions on employment to support the principle of equal employment opportunity; and
3. Ensure that all personnel actions such as compensation, benefits, promotions, transfers, layoffs, return from a layoff, company-sponsored training, education, tuition assistance, a social and recreational programs, will be administrated without regard to race, color, religion, sex, national origin, handicap, or other factors as required by law.

The successful achievement of a nondiscriminatory employment program requires maximum cooperation by all employees. As part of this cooperative effort, management helps to lead the way by establishing and implementing affirmative procedures and practices to ensure equal employment opportunity for all.

## **Equal Treatment of Clients, Vendors, and Customers**

Assist-To-Transport, LLC does not discriminate by reason of race, color, religion, sex, marital status, or national origin in services or accommodations offered or provided to our employees, clients, or guests.

**APPENDIX C – Bid Opportunity List**

**Instructions**

49 Code of Federal Regulations Part 26.11 requires the Wisconsin Department of Transportation to develop and maintain a "bid opportunity list." The list is intended to show all firms that are participating, or attempting to participate in the DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and materials and supplies on DOT-assisted projects, including DBEs and non-DBEs for consulting companies, this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT assisted project.

Vendors must complete and submit this form with all bids and/or proposals.

Prime Contractors and Consultants (*complete all columns*)

1. Name of Bidder	2. Bidder's Contact Information (address, phone, email)	3. DBE Status	4. Age of Firm	5. Type of work	6. Annual Gross Receipts
ASSIST-TO-TRANSIT LLC	71 ALBERT DR MANITOWOC, WI 54220 920 682-8820 steve@brandthuses.com	NON	16 YEARS	TRANSIT	<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input checked="" type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above

Subcontractors and subconsultants (*primes to complete columns 1 and 2, plus any information available on the last four columns*)

1. Name of Bidder	2. Bidder's Contact Information (address, phone, email)	3. DBE Status	4. Age of Firm	5. Type of work	6. Annual Gross Receipts
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above
					<input type="checkbox"/> Less than \$500,000 <input type="checkbox"/> \$500,000 - \$1 million <input type="checkbox"/> \$1 million - \$2 million <input type="checkbox"/> \$2 million - \$5 million <input type="checkbox"/> \$5 million and above

## DEBARMENT MONITORING POLICY

### **Purpose:**

Assist-To-Transport, LLC may not knowingly employ or contract with individuals, companies, organizations or any other legal entity excluded from participation in Federal health care programs.

### **Scope:**

All Assist-To-Transport, LLC Board Members, Staff or Contracting/Sub Contracting Individuals, Companies, Organizations or Other Legal Entities.

### **Policy:**

Assist-To-Transport, LLC will certify that neither Assist-To-Transport, LLC nor any of its principals are debarred, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, Assist-To-Transport, LLC shall notify all funding agents within five (5) business days in writing if Assist-To-Transport, LLC or any of its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

### **Procedure:**

The General Services Administration (GSA) maintains a website (Government Services Administrations <https://www.epls.gov>) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Assist-To-Transport, LLC will certify that the organization itself or any of its principals are not excluded from participating in federal assistance programs by any federal department or agency;

- Annually,
- Upon executing a new contractual agreement and annually in subsequent years.

The responsibility for the annual certification and/or certification in the event that a new contract is executed of the organization itself or any of its principal's lies with the Accounting Manager of Assist-To-Transport, LLC. In the event that the organization or any of its principals is determined to be excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and non-financial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, such information will be reported immediately to the President/Chief Executive Officer of Assist-To-Transport, LLC. At such notification, it is the responsibility of the President/Chief Executive Officer of Assist-To-Transport, LLC to notify all funding agents within five (5) business days in writing if Assist-To-Transport, LLC or any of its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

## APPENDIX D

### *Federal Required Clauses and Certifications*

#### **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

##### **FTA Master Agreement**

Federal grant monies fund this contract, in whole or in part (Section 5311 – CFDA 20.395). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$100,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>.

---

#### **FLY AMERICA REQUIREMENTS**

**49 U.S.C. §40118  
41 CFR Part 301-10**

##### **Applicability to Contracts**

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

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

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

**Model Clause/Language:** The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

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

certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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

---

### **CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)  
49 CFR Part 604**

#### **Applicability to Contracts**

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

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

**Flow Down Requirements:** The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**Model Clause/Language:** The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

### **SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(F)  
49 CFR Part 605**

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

**Flow Down Requirements:** The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

**Model Clause/Language:** The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students

and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

---

### **ENERGY CONSERVATION REQUIREMENTS**

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

**Applicability to Contracts:** The Energy Conservation requirements are applicable to all contracts.

**Applicability to Micro-Purchases:** Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

**Flow Down Requirements:** The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

**Model Clause/Language:** No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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.

---

### **CLEAN WATER REQUIREMENTS**

**33 U.S.C. 1251**

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

**Flow Down Requirements:** The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

**Model Clause/Language:** While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

---

### **LOBBYING**

**31 U.S.C. 1352  
49 CFR Part 19  
49 CFR Part 20**

**Applicability to Contracts:** The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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

#### APPENDIX A, 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)*

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

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

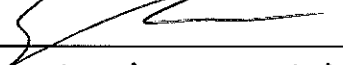
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,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

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

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

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

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

  
\_\_\_\_\_  
STEPHEN ROELKE, MANAGING MEMBER  
\_\_\_\_\_  
12/5/16

Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

---

### ACCESS TO RECORDS AND REPORTS

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

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$3,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

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

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the



## Price Proposal (continued)

### 2017-2021 FUEL ESCALATOR CLAUSE

#### Fuel Cost Rate:

Fuel costs will include the price of fuel, shipping and inspection charges, and all applicable taxes. The price per gallon will be calculated by dividing the number of gallons purchased into the total fuel cost as stated above.

**Diesel:** When the average price of diesel fuel to the provider is less than \$1.75/gallon or more than \$2.50/gallon, for every \$.05 increment, there will be a monthly adjustment of \$.007 per mile traveled to provide services for the month.

**Gasoline:** When the average price of gasoline to the provider is less than \$1.75/gallon more than \$2.50 per gallon, for every \$.05 increment, there will be a monthly adjustment of \$.007 per mile traveled to provide services for the month.

**FORM A: PROPOSAL PRICING FOR RURAL DISABLED (NON ADA) SERVICE (S. 85.21 FUNDS)**

**Instructions:**

- Submit one (1) copies of your proposal pricing in a separate sealed envelope clearly marked (can be submitted in same envelope with the other two (2) program Proposal Pricing sheets).
- Provide pricing for transportation service for persons with disabilities living in rural Manitowoc County. Service is limited to trips within Manitowoc County.
- MARITIME METRO TRANSIT operates fixed route bus service throughout the cities of Manitowoc and Two Rivers.
- All other factors in this price proposal remain consistent with the Scope of Services contained in the RFP. It is incumbent upon the PROVIDER to anticipate costs for the duration of this contract.
- In the table below, please fill in the cost of providing **origin-to-destination** transportation. This amount is equal to the per-trip amount billed to MARITIME METRO TRANSIT for rides provided by the Proposer.

	Year 1 12 Months	Year 2 12 Months	Year 3 12 Months	Year 4 (option) 12 Months	Year 5 (option) 12 Months
Initial 5 years	Jan. 1, 2017 Dec. 31, 2017	Jan. 1, 2018 Dec. 31, 2018	Jan. 1, 2019 Dec. 31, 2019	Jan. 1, 2020 Dec. 31, 2020	Jan. 1, 2021 Dec. 31, 2021
Cost Per Trip Rural Route	13.35	13.55	13.80	14.00	14.25
Cost Per Trip Non-Route	16.10	16.30	16.55	16.75	17.00

\* PLUS FUEL CLAUSE

**FORM B: PROPOSAL PRICING FOR ELDERLY PROGRAM (S. 85.21 FUNDS)**

**Instructions:**

- Submit one (1) copies of your proposal pricing in a separate sealed envelope clearly marked (can be submitted in same envelope with the other two (2) PROGRAM Proposal Pricing sheets).
- Provide pricing for transportation service for persons ambulatory and disabled or 65 years of age and older.
- All other factors in this pricing proposal remain consistent with the Scope of Services contained in the RFP. It is incumbent upon the PROVIDER to anticipate costs for the duration of this contract.
- In the table below, please fill in the cost of providing origin-to-destination transportation. This amount is equal to the per trip amount billed to MARITIME METRO TRANSIT for rides provided by the Proposer.

	Year 1 12 Months	Year 2 12 Months	Year 3 12 Months	Year 4 (option) 12 Months	Year 5 (option) 12 Months
Initial 5 years	Jan. 1, 2017 Dec. 31, 2017	Jan. 1, 2018 Dec. 31, 2018	Jan. 1, 2019 Dec. 31, 2019	Jan. 1, 2020 Dec. 31, 2020	Jan. 1, 2021 Dec. 31, 2021
Cost Per Trip	10.30	10.45	10.60	10.75	10.95

\* PLUS FUEL CLAUSE

**FORM C: PROPOSAL PRICING FOR ADA PARATRANSIT SERVICE**

**Instructions:**

- Submit one (1) copies of your proposal pricing in a separate sealed envelope clearly marked (can be submitted in same envelope with the other two (2) program Proposal Pricing sheets).
- Provide pricing for transportation services for persons with disabilities who cannot use the fixed route bus service. Service is limited to areas that are within ¾ mile of the fixed route service.
- MARITIME METRO TRANSIT operates fixed route bus service throughout the cities of Manitowoc and Two Rivers.
- All other factors in this price proposal remain consistent with the Scope of Services contained in this RFP. It is incumbent upon the PROVIDER to anticipate cost for the duration of this contract.
- In the table below, fill in the cost of providing origin-to-destination transportation services. This amount is equal to the per-trip amount billed to MARITIME METRO TRANSIT for rides provided by the Proposer.

	Year 1 12 Months	Year 2 12 Months	Year 3 12 Months	Year 4 (option) 12 Months	Year 5 (option) 12 Months
Initial 5 years	Jan. 1, 2017 Dec. 31, 2017	Jan. 1, 2018 Dec. 31, 2018	Jan. 1, 2019 Dec. 31, 2019	Jan. 1, 2020 Dec. 31, 2020	Jan. 1, 2021 Dec. 31, 2021
Cost Per Trip Origin-to- destination	21.95	22.38	22.83	23.52	24.23

\* PLUS FUEL CLAUSE