INFORMATION TO OFFERORS COVER SHEET

SOLICITATION NUMBER: ___SSRTS-2022_____

THE ENCLOSED SOLICITATION COVERS THE PERIOD:

January 1, 2023 through December 31, 2024

ISSUING ENTITY: City of Stoughton
207 S. Forrest St.
Stoughton, WI 53589

CONTACT INFORMATION FOR PROCUREMENT ADMINISTRATOR:

City of Stoughton
Attn: David P. Ehlinger, CPA
207 S. Forrest St.
Stoughton, WI 53589

SHARED-RIDE TAXI SERVICE TO BE PURCHASED:

City of Stoughton

POINT OF CONTACT FOR INFORMATION (Name & Tel. No.):
David P. Ehlinger, CPA
Director of Finance/Comptroller
dehlinger@ci.stoughton.wi.us
608-873-6691

ADDRESS: City Hall
207 S. Forrest St.
Stoughton, WI 53589

REQUEST FOR PROPOSALS

TO PROVIDE SHARED-RIDE TAXI SERVICES

IN THE CITY OF STOUGHTON

Issued by

The City of Stoughton

Issue Date

October 14, 2022

Proposals must be submitted
no later than 4:00 p.m.
November 15, 2022

LATE PROPOSALS WILL BE REJECTED

This is a Request for Proposals (RFP) procurement. There will be no public opening.

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Submitting the proposal:

Identify the outside of the proposal as **"RFP Shared Ride Taxi."** Include the pricing proposal in a separate sealed envelope identified as **"Pricing Proposal."** Include the pricing proposal **only** with the proposal marked as **"Original / Procurement Administrator's Copy."**

Offerors must submit, in a sealed package, **One Original** (identified as such) **AND one digital copy on a flash drive** of all materials required for acceptance of their proposal **on or before 4:00 p.m., November 15, 2022** to the following address:

City of Stoughton
207 S. Forrest St.
Stoughton, WI 53589

*** No faxes will be accepted ***

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PART I - GENERAL INFORMATION

A. General Description. Qualified contractors are being sought to provide shared-ride taxi services in the specified service area and under the conditions set forth herein. The service requested will be a door-to-door, demand-responsive, advanced reservation, shared-ride taxi service that is made available to the general public.

1. Scheduled service is normally seven days a week with specific daily hours identified in this solicitation. The service is available to disabled individuals with the contractor responsible for assisting such passengers into and out of the accessible vehicle.

2. Some vehicles and radio equipment may be available through a lease arrangement. Other required services include telephone communications with users, dispatching, driving, maintenance, and record keeping.

B. NA Federal Participation. This procurement is subsidized with state and federal transit operating funds. Applicable Federal clauses are set forth in Appendix D of the solicitation.

C. Contractor Selection. The Municipality reserves the right to award a contract to an Offeror without clarifications, discussions, or negotiations following an evaluation of which Offeror is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Offerors should always submit their best technical and price proposal from the onset.

1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its proposed fare structure, personnel program (hiring/firing/retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program.

2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc), fleet size and description, and record-keeping ability.

3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.

4. *Price* - The competitiveness of the Offeror's prices.

D. Contract Term. One contract will be awarded which will cover the period **January 1, 2023** through **December 31, 2023.** The contract will contain three (3) one-year options. Offerors must price options at the time of proposal submission in order to be considered for award. The pricing proposal submitted by the successful Offeror will be incorporated in the resultant contract as the contract's Pricing Schedule.

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E. Completeness and Validity of Offers. Offerors must complete and submit all required forms with their proposals. This includes the "Affidavit of Non-Collusion" which Offerors must submit with their pricing proposal. Offerors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after proposals are submitted.

F. Correspondence Related to the Solicitation. Questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date. Any changes in the solicitation (including specification) will be made by amendment issued to all Offerors.

G. Minimum Qualifications.

IMPORTANT – EACH OFFEROR MUST DEMONSTRATE IN ITS PROPOSAL THAT IT MEETS ALL OF THE MINIMUM QUALIFICATIONS SET FORTH BELOW AS OF THE DATE THAT IT SUBMITS ITS OFFER. OFFERORS THAT DO NOT CONFORM TO THESE REQUIREMENTS WILL NOT BE CONSIDERED.

1. Possess a fleet of at least four vehicles including at least two vehicles that are handicap accessible.

2. Maintain and operate an automated dispatch and control system at a centralized office location, staffed during all operating hours, with a dedicated radio communications system between the dispatch office and vehicle operators.

3. At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.

4. Possess database software that tracks ridership and revenue activity and provides reports for such data which can be used for current and historical data purposes.

PART II - PRE-PROPOSAL CONFERENCE

The City of Stoughton will not have a pre-proposal conference.

PART III - PROPOSAL SCHEDULE

A. The City of Stoughton intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

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B. At the time of issuance, the procurement schedule shall be as follows:

October 14, 2022	Issue Request for Proposals (RFP)
October 21, 2022	Due date for submitting questions
October 25, 2022	Issue written response to questions
November 15, 2022	Due date for submitting proposals
November 16, 2022	Proposal evaluation starts
November 30, 2022	Final evaluation of offers
November 30, 2022	Final approvals for award
December 14, 2022	Issue "Notice to Proceed"
January 1, 2023	Start-up and first day of service

PART IV - GENERAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals which do not comply with the format set forth below may be rejected without further consideration. These restrictions are not intended to hamper proposal preparation but to provide uniformity in evaluating responses to this RFP.

A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Offerors must respond to any questions and forms included throughout this RFP.

B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.

C. Proposals submitted via fax will not be accepted. Reliance upon public carriers for delivery of proposals is at the Offeror's risk. ***Late proposals will not be accepted.***

D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.

E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package**. The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

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PART V - SPECIFIC PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Format. Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part VI of this RFP:

1. Each proposal will be typewritten, using a 12-point font (which is the size used in this RFP) on a standard 8 1/2" x 11" page format, not to exceed 50 pages single sided, including exhibits, in a three-ring binder, and accompanied by a cover letter on the Offeror's letterhead. Offerors must organize their proposals so that they address each of the elements stated below in this Part VI, Paragraph B, in the same order as listed in therein.

2. In addition, one (1) electronic copy of the Offeror's proposal must be submitted on a **flash drive media** in a readily accepted format such as Microsoft Word or Adobe Acrobat.

B. Proposal Content. Proposals shall include the information listed below in the same order as listed below. With the exception of minimum qualifications, each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part VI of this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal. Any additional information shall be included in the 50 page limit for the proposal.

1. ***Cover Letter***. The Cover Letter must specifically state that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements.

2. ***Information Pertinent to the Offeror and Offeror's Proposal***. The proposal must include the following information:

   a. Offeror Identification. Provide the Offeror's name, business address, telephone number, facsimile number, e-mail address.

   b. Offeror's Legal Status. Identify the Offeror's business type (e.g., whether the organization is a sole proprietor; for-profit corporation or joint venture corporation; for-profit partnership; non-profit; public agency; or other type (identify), etc.).

   c. Chief Executive or Administrator of the Organization. Provide the name and contact information for this individual.

   d. Offeror's Authorized Representative. Provide the name and contact information for the individual authorized to represent the Offeror in discussions or negotiations, acknowledge amendments, and/or otherwise commit the Offeror.

   e. Offeror's Business Function. Describe the major business function(s) or activities of the organization.

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f. Minimum Qualifications. The minimum qualifications cited in Part I, Paragraph G, will be used to determine eligibility to continue to the evaluation phase of this procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

g. Service Background. Provide information for transportation services which the Offeror currently provides under other contracts or service agreements. Use the following format:

Type of Service	Avg. No. of Vehicles Operating Per Month	Primary Area Being Served:	Length of Current Operation: From / To
(a) Exclusive Ride Taxi	_____	_____	_____
(b) Shared-Ride Taxi	_____	_____	_____
(c) Elderly/Disabled	_____	_____	_____
(d) Other (Specify)			
_____	_____	_____	_____

Number of vehicles available to provide the services required by this RFP (complete specific vehicle information in paragraph p). _____

h. Service History

i. References. Provide the names of any agencies for which the Offeror has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Offeror's past performance history.

Agency	Contact Person	Phone Number
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____
(4) _____	_____	_____
(5) _____	_____	_____

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j. Key Personnel. Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsize their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation. Provide a resume for each "key" individual. Note that the replacement of any individual identified as "key personnel" requires the notice to the Municipality and its prior approval.

k. Volunteer Staff. Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract's base and option years. Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.

l. Paid Staff. Specifically discuss or describe:

i. How many full-time employees are currently on staff;

ii. How many part-time employees are currently on staff; and

iii. The minimum hiring criteria for drivers and how compliance is checked.

m. Drug and Alcohol Testing.

i. The successful Offeror shall comply with the following federal substance abuse regulations:

1. Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".

2. U.S. DOT Regulation 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".

ii. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655, as amended..

iii. Provide documentation necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agendas, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

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iv. Does the Offeror currently have a Drug and Alcohol testing program that complies with FTA requirements? Yes_____ No_____
If the answer to the above is "Yes," describe the existing drug and alcohol control program for Safety Sensitive personnel and provide current policies regarding drug and alcohol testing. Discuss how the program currently meets or will meet the requirements of the Federal Transit Administration's Drug and Alcohol Testing Regulations (attach additional sheets and/or documentation if necessary).

_____

_____

_____

n. Training. The proposal must:

i. Describe the driver training program to be used to ensure that the driver duties and responsibilities under any resultant contract remain in compliance with all contract requirements.

ii. Describe corporate policies on the personnel use of communications equipment.

iii. Describe dispatcher training which will be provided to ensure contract compliance.

iv. Attach a copy of the corporate/contract training plan if one is available.

o. Financial Capability.

i. *Financial Statement*. In order to determine the Offeror's the financial capability, the Offeror must attach a copy of its most recent annual audited financial statement. The Statement must be dated no later than 1 year from proposal due date.

ii. *Liens and Judgments*. List and explain any past, current, or pending liens, judgments, or lawsuits against property owned by or otherwise concerning the Offeror and any existing legal suits (pending) against the Offeror which may potentially impact the Offeror's capability to provide the required contract services solicited by this RFP. If "None," so state.

_____

_____

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_____

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p. Vehicle and Fleet Management Capabilities.

i. *Computer Equipment and Software.* Identify and describe the Offeror's computer equipment, including its functions and capabilities, and hardware and software which pertains to the services required in this RFP (e.g., transit software, scheduling, billing, payroll, etc.):

_____

_____

_____

_____

_____

_____

_____

b. Describe your present dispatching and vehicle control procedures by completing the following questions:

(a) Number of Dispatchers during peak periods: _____

(b) Hours of Call-Taking Operations (M-F): _____

(c) Number of Telephone Lines: _____

(d) Number of one-way trips, exclusive of school trips, scheduled on an average weekday _____

q. Fleet Description. List all vehicles presently owned or operated by the Offeror which will be made available for the proposed contract services and specify if any will be replaced in each contract year. The total number must match the number in the table at Part V, Paragraph B.2.h. of this RFP. Use the following format for all listed vehicles:

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Make/Model/Year: _____/_____/_____

Vehicle Mileage: _____ Communications Equipped (Y/N): ____

Meets ADA Requirements (Y/N): ____ Lift/Ramp Equipped (L/R): _____

Wheelchair Positions per Vehicle: ___ Ambulatory Seating Capacity: ___

Vehicle Condition (Excellent, Good, Fair, or Poor): _____

Other Special Features: _____

r. Fleet Maintenance Program. Attach a copy of the Offeror's current vehicle maintenance plan. If no plan exists, describe in complete and sufficient detail the Offeror's preventive and corrective maintenance programs. Note which activities are performed directly by the Offeror and which activities are subcontracted to other entities. If the Offeror anticipates using a different maintenance program for the services being solicited here, describe that program in complete and sufficient detail.

_____

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_____

s. Insurance Coverage. Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions:

(a) What are the current vehicle liability insurance program limits?

$_____ Per Person
$_____ Per Occurrence
$_____ Property Damage

(b) Is the Offeror self-insured for any part of this coverage? ____ Yes _____ No

If yes, describe the limits of self-insurance:

_____

_____

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(c) Provide the name of all insurance companies which currently provide the Offeror with vehicle liability insurance.

Name of Company	Type (Primary, Excess, or Umbrella)
(1) _____	_____
(2) _____	_____
(3) _____	_____

(d) Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in Part VII, paragraph 2.13? _____ Yes _____ No

t. Record-Keeping. Briefly describe the Offeror's record-keeping capabilities as they relate to the provision of shared-ride taxi service (if not already noted elsewhere in this proposal):

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u. Provide any additional information which the Offeror believes may be relevant to the evaluation of the Offeror's qualifications. Do not use this area unless necessary. Areas may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualifications and experience of key project personnel, driver qualifications, drug and alcohol control program, financial stability, fleet management capability, vehicle maintenance capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested, etc.

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3. ***Operations Plan***.

a. Fleet.

i. Re-state the proposed size and composition of the fleet used to provide service for each year of the Contract, including the option years. Explain the rationale for the selected fleet in achieving the scheduled service requirements set forth in the Contract. State how the Offeror will ensure that these vehicles meet state and local safety standards. Detail how the Offeror plans to use and schedule its designated vehicles to provide service that meets the Contract's scheduled service standards seven days a week.

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ii. Specify the initial number of vehicles that will be provided at the commencement of the Contract Term. Provide a listing by make and model year of the vehicles (refer Part VI, paragraph B.p.).

iii. Specify any replacement schedule for the initial list of vehicles provided in Paragraph ii. (above) by vehicle, for each Contract Year.

iv. Describe the vehicle regular preventive and corrective maintenance plan, and how the Offeror will ensure compliance with the standards set forth in the Contract.

v. Describe how the vehicles will be capable of accommodating passengers under the Americans with Disabilities Act (ADA).

b. Operations and Reporting.

i. Describe the Offeror's plans to collect and account for revenue, and provide secure procedures for handling cash and credit card transactions.

ii. Describe the Offeror's means of communication between the vehicle drivers and the dispatchers to monitor operations. Elaborate on any Global Positioning System (or equivalent) that monitors the location of the Offeror's fleet.

iii. Describe the Offeror's plan for maintaining safe loading and unloading operations curbside.

iv. Describe the Offeror's procedures for reporting activity to the Municipality, including summaries of all trips, ridership, and revenue by day and on a cumulative monthly basis.

v. Describe the Offeror's protocol for addressing customer complaints and reporting these complaints and any subsequent remedial action to the Municipality.

c. Proposed Fare Schedule.

i. Fares are set for 2023 at the following rates:

1. Regular fare $4.75 one way
2. Senior and handicapped $3.50 one way
3. Each additional mile outside of the city limits is $1.00 for regular and handicapped fares.

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PART VI - EVALUATION AND AWARD PROCESS

A. Evaluation Committee. The proposal evaluation committee consists of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Offerors shall not contact members of the evaluation committee. Violation of the "no contact" rule could result in the Offeror's disqualification from further consideration for award.

B. Preliminary Evaluation. Proposals will be initially reviewed to determine if minimum and mandatory requirements have been met. Failure to meet these requirements shall result in the proposal being rejected. In the event that all Offerors do not meet one or more of the minimum or mandatory requirements, the evaluation committee reserves the right to continue the evaluation of the proposals, which most closely meet the minimum and mandatory requirements of this RFP.

C. Right to Reject Proposals. The evaluation committee reserves the right to reject any and all proposals.

D. Scoring of Technical Proposals. Proposals will be independently evaluated. Each evaluation committee member will score each of the solicitation's stated technical evaluation criteria for each Offeror. Members will then sum all individual technical scores for each Offeror to determine the overall evaluation score for that particular Offeror. The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror. Consensus scoring is intended to facilitate an open discussion among the evaluators as to the strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence*, *Capacity*, and *Experience*). The Chair will record the consensus score for each Offeror on a scoring summary sheet to attain a rank order of the most technically qualified Offerors. Price proposals will remain sealed at this point.

E. Additional Factors for Proposal Consideration (prior to evaluating price). Failure by the Offeror to provide information clearly and accurately within the submitted documents may be reflected in the evaluators' scoring results. If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information already provided and disseminated for evaluators' consideration. The evaluation committee may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT. The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the Offeror. An Offeror's failure to fulfill or accommodate interview requests from the evaluation committee may result in rejection of that Offeror's proposal.

F. Final Evaluation. Based on the information obtained through any confirmation or verification inquiries, reference checks or interview process, the evaluation committee will review their evaluations and unilaterally make adjustments to their respective scores. The evaluation committee's scoring will be tabulated by the evaluation committee administrator and proposals again ranked based on the numerical scores assigned. If no further criteria was or is to be considered, the evaluation committee administrator may proceed to open and

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score the pricing proposal portions of the offers and tabulate final scores. Prior to the procurement administrator's issuance of a "Notice of Intent to Award," all evaluations and score tabulation results remain strictly confidential between evaluation committee members and evaluation committee procurement administrator.

G. Evaluation Summary. Proposals will be evaluated and scored using the methodology described below. Technical factors are: *Professional Competence*, *Capacity*, and *Experience*. *Price* is rated solely by the evaluation committee Chair.

EVALUATION FACTORS (CRITERIA) - A total score of 100 points is possible.

Professional Competence (Maximum 20 points) - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its proposed fare structure, personnel program (hiring/firing/retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program.

Capacity (Maximum 25 points) - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc), fleet size and description, and record-keeping ability.

Experience (Maximum 25 points) - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.

Price (Maximum 30 Points) - The competitiveness of the offered prices.

RATINGS FOR EACH TECHNICAL EVALUATION FACTOR - Each evaluator will rate each evaluation factor for each Offeror. This is done by first determining the rating which the evaluator will assign for the factor being rated. Second, by multiplying the numerical percentage value assigned to that value by the weight (points) assigned to that evaluation factor to arrive at the individual factor's computed numerical value. The sum total of all such computed values (sum value of all factors) will equal 70 points or less (price is scored separately at a maximum value of 30 points).

RATING DESCRIPTIONS

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

Good – Substantial response; proposal meets requirements and indicates a thorough approach and understanding of the requirements; good probability of success (low risk of

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unsuccessful performance); strengths outweigh weaknesses. **Value is 80 percent of total point score available for the evaluation factor.**

Acceptable – The proposal meets requirements and indicates an adequate approach and understanding of the requirements; strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. **Value is 50 percent of total point score available for the evaluation factor.**

Marginal – The proposal lacks essential information and does not demonstrate an adequate approach or understanding of the requirements. Proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. **Value is 20 percent of the total point score available for the evaluation factor.**

Unacceptable – The proposal fails to meet minimum requirements; there is little likelihood of success; needs major revision to be made acceptable. **Value is zero percent of the total point score available for the evaluation factor.**
Mile

PRICING COMPONENT – This is a firm-fixed price contract for a base period of two years with three 1-year option periods. Offerors are required to submit a firm-fixed price for the contract base period (first two contract years). For evaluation purposes, offerors must also submit fixed prices for Option Years 1, 2, and 3 (contract years 3, 4 and 5) using a CPI-U fixed at 1.6 percent (June 2017 CPI-U), even though prices for the option years will ultimately be adjusted by the then-current June CPI-U. For example:

Base Year 1 Hourly Service Rate (HSR)	$24.00
Base Year 2 Hourly Service Rate (HSR)	$24.00
HSR Option Year 1 (Contract Year 3)	$24.24 ($24.00 x 1.01)
HSR Option Year 2 (Contract Year 4)	$24.48 ($24.24 x 1.01)
HSR Option Year 3 (Contract Year 5)	$24.72 ($24.48 x 1.01)
Total HSR for All Contract Years	$121.44
Average Contract HSR	$24.29

The Procurement Administrator will evaluate pricing proposals and assign scores to each Offeror based upon the sum total of the offered Hourly Service Rate (HSR) for the base and each option years (i.e., HSR for Year 1 & 2 + HSR for Year 3 + HSR for Year 4 + HSR for Year 5 = Total HSR). Price points will be assigned as follows:

Lowest total price (including option years) – 100% of 30 points
Second lowest price (including options years) – 80% of 30 points
Third lowest price (including option years) – 60% of 30 points
Fourth lowest price (including option years) – 40% of 30 points
Fifth lowest price (including option years) – 20% of 30 points
Sixth and lower (including option years) – 10% of 30 points

SAMPLE SCORING SCENARIO (following consensus scoring)

Offeror A
Competence Good 20 points x .80 = 16 points
Capacity Excellent 25 points x 1.0 = 25 points
Experience Good 25 points x .80 = 20 points
Total Technical Evaluation Score Equals 61 points

Price – Points assigned for lowest total price – 30 points

Total Evaluated Score for Offeror A – **91 points** (61 + 30)
Offeror Ranking - **First**

Offeror B
Competence Excellent 20 points x 1.0 = 20 points
Capacity Good 25 points x .80 = 20 points
Experience Good 25 points x .80 = 20 points
Total Technical Evaluation Score Equals 60 points

Price – Points assigned for second lowest total price – 24 points

Total Evaluated Score for Offeror B – **84 points** (60 + 24)
Offeror Ranking - **Second**

H. Contract Award. Award will be granted to an Offeror in one of three ways:

i. *Proceed with Award*. The award may be granted to the highest responsive, responsible scored proposal (technical and price) in accordance with the final tabulation of all scoring elements and without clarifications, discussions, or negotiations; OR

ii. *Schedule oral presentations*. With prior WisDOT approval AND BEFORE pricing proposals are opened, Offerors will be provided with a list of questions or issues concerning their proposals which require explanation or clarification and scheduled for oral presentations to address such issues concerning their proposals. Oral presentations are for explanation or clarification purposes only and Offerors will not be permitted to revise their proposals. Presentations will NOT be scored. After such presentations, the Administrator/Chair will open and evaluate the attendant pricing proposals to determine the apparent successful Offeror; OR

iii. *Schedule negotiations*. With prior WisDOT approval, the Municipality may choose to negotiate any outstanding conditions, exceptions, reservations, or understanding to any of the contractual requirements, including any pricing issues, with a "short" list of the top-ranked (usually no more than three offerors). This "short" list is determined after the Procurement Administrator has opened pricing proposals and made a clear point demarcation between Offerors who have made the "short" list and those who have not. Following negotiations, Offerors would be required to submit a sealed "Best and Final Offer" (BAFO) which would reflect any modifications made to their proposals as a

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result of the negotiations. The evaluation committee would conduct a final technical evaluation and the Procurement Administrator would evaluate any revised pricing proposals before making a determination of the apparent successful Offeror.

I. Notification of Intent to Award. All Offerors will be notified in writing of the intent to award a contract as a result of the selection process described in this RFP. After notice of the intent to award is made, under the supervision of the Procurement Administrator, copies of proposals will be available for public inspection. Offerors should contact the Procurement Administrator to make appointments to ensure that space and time are available for their review.

J. Appeals Process.

i. Notices of an "intent to protest" and "protests" must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the Transit Procurement Manager, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913.

ii. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.

iii. Protests can be filed at any point through the solicitation process. However, a written notice of **"**intent to protest**"** must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.

iv. The complete written **"**protest**"** must be provided to the same addressees, (as provided above for the written "intent to protest") within (10) working days after the Notice of Intent to Award is issued.

v. The Procurement Administrator will issue a decision on the protest within **5** working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.

vi. If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

PART VII – STATEMENT OF WORK

The **City of Stoughton**, (hereinafter referred to as Municipality or City), is soliciting proposals from firms (also may be referred to as Offeror or Contractor) to provide subsidized shared-ride taxicab service.

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

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

2.0 Specific Service Requirements.

2.1 Contract Period. The initial contract period will be for **24 months** commencing **January 1, 2023** through **December 31, 2024**. This Contract contains three (3) one-year renewal options, each beginning on January 1st.

2.1.1 This Contract shall automatically be extended into its first, second, and third 1-year option periods UNLESS the Contractor is notified, in writing, by the Municipality 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).

2.1.2 Contract options will be exercised through issuance of a contract amendment/modification citing the option renewal period.

Also see paragraph 2.22 titled Continuation of Service.

2.2 Service Area. Service shall be provided within the municipal boundaries of the City of Stoughton and within a seven (7) mile radius of the municipality.

2.3 Shared-Ride. The service will be provided on a shared-ride basis. This means that vehicles may be routed to pick-up or drop-off passengers enroute to merge with other passenger's origins or destinations so as to allow a greater number of passengers to be serviced with available vehicles.

2.4 Service Standards. The Municipality has established service goals for this project as follows:

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2.4.1 The passenger pick-up window should be less than **45** minutes from the time set between the passenger and dispatch. The Municipality should be advised when there are problems meeting the passenger response time requirement.

2.4.2 Drivers will assist in loading and unloading of elders or persons with disabilities, and **shall** assist in carrying their parcels or personal effects between the vehicle and the entrance to the business or home.

2.5 Hours of Service - *Table 1*

The shared-ride service is anticipated to operate under the following schedule:

Monday	6:00 AM to 6:00 PM
Tuesday	6:00 AM to 6:00 PM
Wednesday	6:00 AM to 6:00 PM
Thursday	6:00 AM to 6:00 PM
Friday	6:00 AM to 7:00 PM
Saturday	6:00 AM to 7:00 PM
Sunday	9:00 AM to 2:00 PM

2.6 Service Levels/Number of Vehicles/Drivers Required - *Table 2*

The following Table indicates the typical weekly service levels by showing the target number of vehicles with drivers that are required for all or part of the hourly period of operation shown.

Refer back to Hours of Service shown in *Table 1* above for exact start or stop times.

Weekly Service Levels / Number of Vehicles / Drivers Required

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12:00 AM							
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM	1	1	1	1	1	1	
7:00 AM	2	2	2	2	2	1	
8:00 AM	2	2	2	2	2	1	
9:00 AM	3	3	3	3	3	1	1
10:00 AM	4	4	4	4	4	1	1
11:00 AM	4	4	4	4	4	1	1
12:00 PM	4	4	4	4	4	1	1
1:00 PM	4	4	4	4	4	1	1
2:00 PM	4	4	4	4	4	1	1
3:00 PM	4	4	4	4	4	1	
4:00 PM	3	3	3	3	3	1	
5:00 PM	2	2	2	2	2	1	
6:00 PM	2	2	2	2	2	1	
7:00 PM					2	1	
8:00 PM							

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9:00 PM							
10:00 PM							
11:00 PM							

2.7 Weekly Estimated Total Hours.

2.7.1 The "total weekly-scheduled vehicle / driver hours" is **217 hours**. Hours are derived and based upon the data provided in *Table 1* and *Table 2* showing the anticipated needs of the service area at the time of this solicitation.

2.7.2 The total weekly schedule does not account for holidays or special events that could vary hours in these occurrences. The Contractor, with approval by the city, or the city in consultation with the Contractor may vary service hours as necessary to meet varying service needs or annual budgetary constraints. It should be anticipated that any changes should remain reasonably relative to the original estimated scope of hours originally outlined in this RFP.

2.8 Pricing - Hourly Rate, Fare Rate Structure, and Other Charges. The following fares shall be charged by the Contractor during the contract period:

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NOTE: THIS SECTION IS COMPLETED BY THE PROCURMENT ADMINSTRATOR ONLY AFTER A CONTRACTOR SELECTION IS MADE AND WILL BE BASED UPON THE SUCCESSFUL OFFEROR'S ORIGINAL OR FINAL PRICING PROPOSAL.

BASE YEAR (CONTRACT YEARS 1 & 2)

Contractor's Hourly Service Rate: $_____

Fare Category:	***Fare:***
Adult	$_____
Children (3-18 years of age)	$_____
Student	$_____
Active Duty Military	$_____
Elderly and Disabled	$_____

Other Charges:

Package Delivery	$_____
Program Advertising/Publicity (See Section 2.19)	$_____

OPTION YEAR 1 (CONTRACT YEAR 3)

Contractor's Hourly Service Rate: $_____

Fare Category:	***Fare:***
Adult	$_____
Children (3-18 years of age)	$_____
Student	$_____
Active Duty Military	$_____
Elderly and Disabled	$_____

Other Charges:

Package Delivery	$_____
Program Advertising/Publicity	$_____

OPTION YEAR 2 (CONTRACT YEAR 4)

Contractor's Hourly Service Rate: $_____

Fare Category:	***Fare:***
Adult	$_____
Children (3-18 years of age)	$_____
Student	$_____
Active Duty Military	$_____
Elderly and Disabled	$_____

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Other Charges:
Package Delivery $_____
Program Advertising/Publicity $_____

OPTION YEAR 3 (CONTRACT YEAR 5)

Contractor's Hourly Service Rate: $_____

Fare Category:	***Fare:***
Adult	$_____
Children (3-18 years of age)	$_____
Student	$_____
Active Duty Military	$_____
Elderly and Disabled	$_____

Other Charges:
Package Delivery $_____
Program Advertising/Publicity $_____

2.8.1 All fare levels are set and governed by the Municipality in all instances. In the event that the Contractor becomes aware of riders who are under other service programs that offer or present a different fare rate structure, the Municipality shall be immediately notified.

2.8.2 The Contractor will not act upon or improvise the existing contract Fare Rate Structure unless the Municipality expresses in writing other rates to be acceptable to use.

2.8.3 The Municipality shall work with the provider and/or contractor to honor all tickets for fares sold. If tickets for fares are being sold, they must be tracked and have an expiration of the current calendar year. All revenues collected shall be reported on invoices coinciding within the period they were collected.

2.9 Available Vehicles.

2.9.1 The Contractor shall provide the suitable types of vehicles to perform the required services. The shared-ride taxi service requires a "minimum" of **five (5)** vehicles to be provided for service in accordance with *Table 2*, above.

2.9.2 The "minimum" vehicle requirement for the Contractor may be reduced by the number of vehicles provided by the Municipality as follows:

The Municipality has 1 car and 2 accessible vehicles (handicap van) which may be leased to the Contractor at the rate of $1.00 per vehicle per year.

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2.9.3 Currently the City owns 3 accessible vehicles that we can lease to the taxi service for $1.00 per year. However, if a vehicle is no longer fit for service, the City cannot replace the vehicle unless the City can obtain grant funds to purchase a vehicle. We would require that there are 5 vehicles in service, but we cannot guarantee that the City will provide 3 vehicles at all times.

2.10 Reservation Services/Radio Communications/Radio Equipment

2.10.1 The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or up to 24 hours in advance. All radio communications must be compliant with FCC "narrow-banding" requirements.

2.10.2 The Contractor must provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system must be compliant with the ADA regulations. The Contractor must also make available to the city and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.

2.10.3 The Municipality may lease _*not applicable*_ mobile radios and a base station for $ *not applicable* per year to the Contractor to be used only for the contracted service. See section 2.11 Responsibility for maintenance of leased equipment will be addressed in a separate equipment lease agreement.

2.10.4 If the Municipality cannot provide the necessary communication equipment, the Contractor is responsible for providing the suitable types of equipment to perform the required communication services of this solicitation.

2.11 Maintenance of Leased Equipment

2.11.1 *General Requirements*. The Contractor is responsible for the proper care and preventive maintenance of all leased equipment. All Municipality-leased equipment shall be used solely for providing the contracted services.

2.11.1.1 Any necessary repairs to the equipment during the contract period shall be completed by the City Public Works Department, unless the work is outside the scope and capabilities of the department, then the City will choose an outside vendor to complete that work, with the expense of the inspection and repairs the responsibility of the Contractor. The City shall keep records of all preventative and repair maintenance for all leased equipment.

2.11.1.2 Any equipment intended to be leased from the Municipality may be inspected prior to submitting a proposal by contacting *not applicable.*

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2.11.2 *Maintenance of Vehicles*. An annual inspection of each vehicle will be performed by the Municipality. The Municipality will perform the inspections in accordance with a WisDOT-approved maintenance plan that at a minimum meets the manufacturer's recommended maintenance schedule and accepted practices of the transportation industry. The Contractor will be responsible for notifying the Municipality of any accidents or damages to the vehicles.

2.11.3 *Communications Equipment*. Should any of the leased communications equipment become un-repairable, the Contractor shall inform the Municipality within 24 hours to insure proper procedures are followed.

2.12 Contracted Personnel - Selection and Training

2.12.1 Personnel providing required services must be employees of the Contractor. The Contractor shall be responsible for their hiring and training. The Municipality reserves the right to review driver qualifications and performance, and to accept or reject individuals as drivers for this service at any time.

2.12.2 The Contractor shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.

2.12.3 The Municipality and the Wisconsin Department of Transportation shall have access to the Contractor's personnel records upon reasonable notice to the Contractor.

2.12.4 The Contractor shall comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Part 655. A drug and alcohol-testing program that includes up-to-date record keeping and monitoring of employees must be in place on the effective date of the contract.

2.12.5 Contractors shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this contract. This includes but is not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop-off points, wheelchair brake functions, proper tie down and securing of wheel chair passengers; civil rights requirements (e.g., sensitivity training on interacting with persons with disabilities), etc.

2.13 Insurance

2.13.1 The Contractor shall maintain in full force and effect at all times, during the term of the contract (including any option periods), an insurance policy or policies which name both the Contractor and Municipality as insured against all liability resulting from injury occurring to persons or property by reasons of the operations of the Contractor pursuant to the contract.

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2.13.2 Types of insurance are exemplified in (a.) and (b.) to be maintained by the Contractor per the *Amount of Coverage* shown. If a different type of coverage is chosen other than outlined in (a.) or (b.), the overall coverage amounts must be equal to or greater than the aggregate value of $1,000,000.

Type of Coverage:	**Amount of Coverage:**
a. *Automobile Liability*	
Bodily Injury, Per Person	$1,000,000
Bodily Injury, Per Accident	$1,000,000
Property Damage	$1,000,000
b. Excess Automobile Liability	$2,000,000
c. General Liability	
Per Occurrence	$1,000,000
Per Aggregate	$1,000,000

2.13.3 In addition to liability insurance, the Contractor shall carry physical damage insurance on the vehicles leased from the Municipality for an amount equal to the Fair Market Value of the vehicles. The Contractor shall also maintain and keep in full force and effect Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Insurance Act and insurance laws of the State of Wisconsin. The Contractor shall provide proofs of insurances prior to the effective date of the contract.

2.14 Licensing. Vehicles and drivers providing the service must be licensed as appropriate to provide taxicab service in the Municipality. If package delivery is provided by the Contractor, the Contractor must obtain appropriate State of Wisconsin licensing from the Wisconsin Department of Transportation, Division of Motor Vehicles.

2.15 Collected Revenues. All revenues collected and retained by the Contractor (e.g., passenger fares and package delivery charges) shall be tracked and reported as separate itemized line items and credited to the Municipality on each invoice.

2.16 Basis of Payment

2.16.1 The Contractor shall invoice only for the actual hours of service (operation) performed during the invoiced period at the contracted hourly rate, less collected revenues received during the invoiced time period.

2.16.2 Invoices shall be submitted for payment to the Municipality and not more frequently than monthly.

2.16.3 The yearly aggregate amount which the Contractor receives under this contract shall not exceed the total annual “not to exceed” amount, unless an adjusted “not to exceed amount is coordinated and approved by the Municipality in writing.

2.17 Records. The Contractor shall maintain the following records which will be available to the Municipality and the Wisconsin Department of Transportation for inspection upon

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demand. All records must be accurate, organized, and legible; both handwritten and computer generated. All records shall be retained in a safe and secure place for a period of three (3) years after the end of the contract year.

2.17.1 *Driver's Logs.* Drivers shall maintain daily passenger and vehicle trip logs which shall include, but are not limited to, the following information:

* Driver name and vehicle number;
* Total daily passenger counts;
* Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination;
* Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue by vehicle;
* The daily mileage by vehicle should be recorded to the nearest mile; and
* Package delivery revenues collected.

2.17.2 *Dispatcher Records*. Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:

* The name, address and telephone of the user requesting service;
* The passenger destination and the requested arrival time at the destination;
* Identification number of the vehicle responding to the taxi request;
* Estimated passenger pick-up time; and
* Package delivery requests.

2.17.3 *Monthly Reports*. The Contractor shall submit a monthly report to the Municipality which shall show the following information pertaining and relating to performing the required services:

* Passenger trips;
* Passenger revenue;
* Package delivery revenue;
* Total miles;
* Gasoline purchased / price per gallon; and
* Driver hours (scheduled, worked, paid).

2.17.4 *Quarterly and Annual Reports*. The Contractor shall prepare for the Municipality quarterly and annual reports required by the Wisconsin Department of Transportation. These reports include similar operating statistics as the monthly report.

* Reports should be from financial systems or system that records information from source documents
* Must contain the same information as the monthly reports or provide reconciliation (e.g. error correction)

2.17.5 *Drug and Alcohol Testing Program Records*. The Contractor shall maintain up-to-date information and records documenting the drug and alcohol testing

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program. The information on these records shall be reported annually to the Federal Transit Administration (FTA) on the forms provided by the Wisconsin Department of Transportation.

2.18 Complaints

2.18.1 The Contractor shall receive all complaints regarding the service and record them on a form satisfactory to the Municipality. Complaint records for the current year shall be available for inspection by the Municipality or the Wisconsin Department of Transportation upon demand.

2.18.2 The Contractor shall investigate and resolve each complaint within five (5) working days. When the Complaint is resolved, the Contractor shall submit a completed, written copy of the complaint form to the Municipality and to the person filing the complaint.

2.18.3 Complaints involving or pertaining to the Civil Rights Requirements of this contract shall be coordinated and handled with the civil rights process and procedures established by the Municipality.

2.19 Promotion and Publicity

2.19.1 The Contractor shall be responsible for any promotion or publicity relative to the contract service. The Contractor shall expend funds for such promotion or publicity as approved by the Municipality.

2.19.2 All promotion and publicity should be coordinated with the city to include general information regarding FTA Title VI Requirements regarding participants not to be excluded on the grounds of race, color or national origin. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice that sets forth the provisions of nondiscrimination laws.

2.20 Contract Award Document.

2.20.1 Pursuant to the intent of this solicitation, made applicable and part to the resultant contract are all parts of this RFP less PART I - GENERAL INFORMATION, PART II – PRE-PROPOSAL CONFERENCE, PART III – PROPOSAL SCHEDULE, and PART VI – EVALUATION AND AWARD PROCESS. Specifically, the resultant contract shall include from this RFP all specified terms and conditions found in:

- PARTS IV AND V – GENERAL AND SPECIFIC PROPOSAL SUBMISSION REQUIREMENTS
- PART VII – STATEMENT OF WORK
- APPENDIX A – PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION
- APPENDIX B - STANDARD TERMS AND CONDITIONS

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- APPENDIX C - SUPPLEMENTAL TERMS AND CONDITIONS
- APPENDIX D – FEDERAL CLAUSES AND CERTIFICATIONS

2.20.2 The following Federal clauses do not apply to Shared-Ride Taxi service contracts awarded for less than $100,000:

Clean Water Requirements
Clean Air Requirements
Breaches and Disputes Resolution
Lobbying (and Lobbying Certification)

2.20.3 The Municipality will add to the above a cover page listing the parties entering into the contract agreement per this RFP along with a signature page to be signed by the authorized binding individuals from both parties.

2.21 Contract Administration

2.21.1 The Contractor shall submit contract-required data and reports, including complaint reports, within specified times frames to:

David P. Ehlinger, CPA
Director of Finance/Comptroller
207 S. Forrest St.
Stoughton, WI 53589

2.21.2 Contractor issues related to Municipality-leased assets, including condition reports and accident reports shall be submitted in writing to:

David P. Ehlinger, CPA
Director of Finance/Comptroller
207 S. Forrest St.
Stoughton, WI 53589

2.21.3 All invoices must identify the Contractor, SRT Services, Contract Number, and Date and shall be submitted in "Original" and one (1) electronic copy to:

David P. Ehlinger, CPA
Director of Finance/Comptroller
207 S. Forrest St.
Stoughton, WI 53589

2.22 Continuation of Service (Option Years)

2.22.1 Contract prices for the option years will be adjusted (escalated or de-escalated) based upon the average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure

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category and commodity and service group, Expenditure Category "All Items"). The CPI-U value is published by the BLS at its website:

http://www.bls.gov/cpi/news.htm

2.22.2 At the time of option exercise, prices for the option years will be adjusted (escalated or de-escalated) based upon the then current average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items").

2.22.3 The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in CPI-U from August of the preceding year to August of the current contract year. This information becomes available in mid-September of each year. The CPI-U twelve-month change from August 2015 to August 2015 was an increase of 1.1 percent.

For example, for a contract awarded with service to begin in 2011 with a fixed-price Hourly Service Rate (HSR) for the first two contract years:

Base Year HSR	$24.00
CPI-U applied for 2013 is 1.2 percent change	x 1.012 (actual)
Option Year 1 HSR (Contract Year 3) "base" price)	$24.29 (becomes the new

Year 3 Base HSR	$24.29
CPI-U applied for 2014 is 1.7 percent change	x 1.017 (example)
Option Year 2 HSR (Contract Year 4) "base" year)	$24.70 (becomes new

Year 4 Base Hourly Service Rate	$24.70
CPI-U applied for 2015 is 0.00 percent	x 1.000 (example)
Option Year 3 HSR (Contract Year 5) "base" year)	$24.70 (becomes final

2.22.4 The Municipality reserves the right to discontinue the contract's remaining option years and may elect to re-advertise the contract in whole or in part when changes in scheduled hours or hourly prices are not mutually acceptable between the Contractor and the Municipality. *(In order to satisfy FTA requirements, the Municipality must justify that any hourly price changes received from the Contractor are considered fair and reasonable and better than available in the market to the Wisconsin Department of Transportation for their approval and the continuation of funding). WisDOT funded shared ride taxi contracts operating in the state of Wisconsin are independent of each other and are dealt with individually on a case by case basis.*

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2.22.5 Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract**. All final approved price changes will remain in the form of hourly rate.**

2.23 Assignment or Transfer. The Contractor shall not assign, transfer or encumber this Contract or rights herein granted on any portion thereof, without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

2.24 Termination of Agreement. The Municipality shall have the unilateral right to terminate the Agreement upon ninety (90) days written notice to the Contractor.

2.25 End of Contract Transition. In the face of an impending contract expiration or termination and in recognizing that unforeseen circumstances may arise in the placement of a successor contract, as well as the importance of providing continued SRT services with minimal interruption in services to the community, the Contractor agrees to:

2.25.1 Fully cooperate in ensuring an orderly transition of SRT services during the transition to a successor contractor.

2.25.2 Extend the contract period on a month-to-month basis at the then current contract prices for a period not to exceed 90 days in order to allow the Municipality sufficient time to place a successor contract. Such extension shall only be authorized by the Procurement Administrator with prior approval from WisDOT and shall be evidenced by a bilateral (signed by both parties) contract modification for each 30-day extension, not to exceed a total of 90 days.

2.25.3 Within 90 days prior to final contract expiration or termination, provide the Municipality with a complete and accurate inventory, including asset condition report, of assets leased from the Municipality which will be returned to the Municipality or may subsequently be leased by any successor contractor.

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APPENDIX A

OFFEROR PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION

BOTH PAGES OF THIS PRICING PROPOSALMUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE. PAGE 2 (AFFIDAVIT) MUST BE NOTARIZED.

The outside of the envelope should clearly state "Price Proposal" and the Offeror's name. Include the price proposal only with the proposal marked "Original - Procurement Administrators Copy."

I _____, hereby submit the following price proposal for providing the shared-ride taxi service in accordance with the terms and conditions of this Request for Proposal. This proposal includes hourly service rates for the succeeding years of the contract. The hourly rate covers all operating and administrative costs of providing the service. I fully understand that all revenues collected by the contracted Contractor belong to the Municipality.

For purposes of calculating the rate for option years for this RFP, include an annual rate increase of **1%** each year for the remaining three option years. The actual price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in CPI-U from August of the preceding year to August of the current contract year. This information becomes available in mid-September of each year.

BASE PERIOD (CONTRACT YEARS 1 & 2)

Contractor's Hourly Service Rate: $_____

OPTION YEAR 1 (CONTRACT YEAR 3)

Contractor's Hourly Service Rate: $_____

OPTION YEAR 2 (CONTRACT YEAR 4)

Contractor's Hourly Service Rate: $_____

OPTION YEAR 3 (CONTRACT YEAR 5)

Contractor's Hourly Service Rate: $_____

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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: _____

Name of Firm or Entity: _____

Subscribed and sworn to me this ___ date of _____

Signed Notary Public: _____

My Commission Expires: _____

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APPENDIX B

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 **PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 **UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 **ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 **PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

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12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

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21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

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30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

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APPENDIX C

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2017))

1.0 **ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 **DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 **DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than $12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 **EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 **CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 **RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or

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collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

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 simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books,

documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

Requirements for Access to Records and Reports by Types of Contracts

Contract Characteristics		Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		None None unless[1] non-competitive award	Those imposed on state pass thru to Contractor	None Yes, if non-competitive award or if funded thru[2] 5307/5309/5311	None None unless non-competitive award	None None unless non-competitive award	None None unless non-competitive award
II Non State Grantees a. Contracts below SAT ($100,000) b. Contracts above $100,000/Capital Projects		Yes[3] Yes[3]	Those imposed on non-state Grantee pass thru to Contractor	Yes Yes	Yes Yes	Yes Yes	Yes Yes

Sources of Authority:49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts: The Federal Changes requirement applies 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 Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CLEAN AIR

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed $100,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from … the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over $2,000 or non-construction contract

to which the Act applied over $2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than $100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

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

Clause Language
Contract Work Hours and Safety Standards

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Applicability to Contracts: These 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 Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

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

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract

connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

TERMINATION

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

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

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

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

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

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

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

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

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default

shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

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

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

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

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

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

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

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

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

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

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29
Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Stoughton**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City of Stoughton**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

5 U.S.C. 552

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

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

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

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

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

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

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

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

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

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

The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall

include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1E

Applicability to Contracts: All contracts in excess of $100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Stoughton. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Administrator. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Administrator shall be binding upon the Contractor and the Contractor shall abide be the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333
29 CFR Part 215

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

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

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with 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 of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability: The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1.1%.** A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Stoughton** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 10 calendar days after the contractor's receipt of payment for that work from the City of Stoughton**.** In addition, is required to return any retainage payments to those subcontractors within 10 calendar days after incremental acceptance of the subcontractor's work by the City of Stoughton and contractor's receipt of the partial retainage payment related to the subcontractor's work.

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts: The incorporation of FTA terms applies 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 Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING

49 U.S.C. §5331
49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to 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: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.

Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses

Drug and Alcohol Testing

The contractor agrees to:

(a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".

(b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.

(c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

ADA ACCESS
49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply 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 Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities
Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, form not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

_____ _____
(Company Name) (Signature) (Date)

_____ _____
(Area Code-Telephone Number) (Name – Type or Print)

SHARED-RIDE TAXI HISTORICAL DATA – ANNUAL OPERATING STATISTICS

	2014	2015	2016	Average All Years
Annual passengers transported	30,100	29,943	31,706	30,583
Annual passengers transported M-F	28,028	27,621	28,456	28,035
Annual passengers transported Sa/Su/H	2,072	2,322	3,250	2,548
Annual number of adults transported	2,432	3,150	3,775	3,119
Annual elderly and handicapped transported	25,538	24,861	25,861	25,420
Annual number of students transported	2,132	1,932	2,070	2,045
Average passengers per day M-F	76	75	77	76
Average passengers transported Sa/Su/H	6	6	8	7
Annual average of rides per hour	n/a	n/a	n/a	n/a
Average number of rides per hour M-F	n/a	n/a	n/a	n/a
Average number of rides/hour Sa/Su/H	n/a	n/a	n/a	n/a
Annual average of vehicle hours/day	10,938	11,805	11,813	11,519
Average vehicle hours/day M-F	9,999	10,722	10,612	10,444
Average vehicle hours/day Sa/Su/H	940	1,083	1,201	1,075
Annual Number of Driver Hours	10,938	11,805	11,813	11,519
Annual Number of Driver Hours M-F	9,999	10,722	10,612	10,444
Annual Driver Hours Sa/Su/H	940	1,083	1,201	1,075
Annual Miles Driven	91,676	97,772	106,158	98,535
Annual Miles Driven M-F	84,447	89,518	95,776	89,914
Annual Miles Driven Sa/Su/H	7,229	8,254	10,382	8,622

Bid Opportunity List

Apper
Share

Instructions

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

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. Ann
					[ ] Les [ ] $50 [ ] $1 [ ] $2 [ ] $5

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

1. Name of Bidder	2. Bidder's Contact Information (address, phone, email)	3. DBE Status	4. Age of Firm	5. Type of work	6. Ann
					[ ] Les [ ] $50 [ ] $1 [ ] $2 [ ] $5
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