

**2022-2026 PARATRANSIT SERVICES OPERATING CONTRACT
BETWEEN THE CITY OF MANITOWOC AND
ASSIST TO TRANSPORT**

This Contract is made by and between the City of Manitowoc, hereinafter referred to as "City " and Assist to Transport. hereinafter referred to as "Contractor."

PRELIMINARY STATEMENT

The City sponsors a Paratransit Service as a public transportation program to serve its residents. The City solicited proposals for the operation of this service from the period commencing 1.1.22 and ending on 12.31.26 and Assist to Transport proposal was deemed to be most advantageous to the City and was accepted.

This contract shall include all the necessary performance standards outlined in the RFP, addendums, and the Contractor's response to that RFP by reference, including, but not limited to, service area, service standards, hours of service, service levels, handling of revenues, reservation policies, maintenance, insurance, licensing, complaint handling, promotion and publicity and other requirements.

CONTRACT CONDITIONS

The contractor shall, throughout the term of this contract, be responsible for maintaining proper licensing for operation as a paratransit company in the service area described in the RFP. All revenues collected by the provider, shall belong to the City and shall be shown as a separate line item on each invoice.

The Contractor shall submit invoices for the total number of hours of service provided to the City no more frequently than monthly, and the City shall review said invoice and reimburse the Contractor within 30 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the City within 25 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, total miles operated and total driver hours worked. The Contractor is also responsible for preparing and submitting to the City quarterly and annual reports required by the Wisconsin Department of Transportation.

The Contractor shall maintain and retain for a period of six years ***or one year after the DOT program year audit is completed, whichever is longer***, driver logs and dispatch records to allow the City or the Wisconsin Department of Transportation to verify any data reported or billed to the City.

The City reserves the right to discontinue the contract's remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly

costs are not mutually acceptable between the Contractor and the City. Any such discontinuation of the contract shall have at least 120 days written notice to the Contractor, including the decision to not exercise an option year.

The City may terminate this contract with 120 days written notice to the Contractor. This contract shall not be assigned, transferred or encumbered in any manner without the prior written consent of the City, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be set in the City’s annual budget. Contractor shall be notified by the City of that amount upon request. At no time may contractor exceed the maximum amount of funding set by the City. Option year rates will be determined based upon the percent change in the CPI-U from the preceding year applied to the current contract year price.

For multi- year contracts	CITY ADA (ATT)	County Elderly (ATT)	County Rural Route (ATT)	County Rural Non-Route
Year 1	\$25.75	\$12.20	\$15.50	\$18.25
Year 2	\$26.50	\$12.60	\$16.00	\$18.80
Year 3	\$27.30	\$13.00	\$16.50	\$19.40
Option Yr 1	\$28.15	\$13.40	\$17.00	\$20.00
Option Yr 2	\$28.95	\$13.80	\$17.50	\$20.60

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor, including the RFP and addendums, shall be included in this contract by reference. Contractor is responsible for providing all appropriate certifications and insurance to City.

Dated this _____ day of December, 2021

City of Manitowoc
Municipality

Assist to Transport
Contractor

Mayor Justin Nickels

Stephen Roekle
Authorized Representative

Mackenzie Reed-Kadow, City Clerk