

INFORMATION TO OFFERORS COVER SHEET

SOLICITATION NUMBER: QE-21-5 Maritime Metro Transit Paratransit

THE ENCLOSED SOLICITATION COVERS THE PERIOD: 1 January 2022 THRU 31 December 2024 with the option to extend annually through 31 December 2026

ISSUING ENTITY: City of Manitowoc
Maritime Metro Transit System
900 Quay Street
Manitowoc, WI 54220

CONTACT INFORMATION FOR PROCUREMENT ADMINISTRATOR:
Kara Ottum, Transit Manager,
City of Manitowoc - City Hall
900 Quay Street, Manitowoc, WI 54220
kottum@manitowoc.org

PARA TRANSIT SERVICES TO BE PURCHASED:
Complimentary City ADA
Rural Paratransit
Elderly Transportation

POINT OF CONTACT FOR INFORMATION (Name & Tel. No.):
Kara Ottum, Transit Manager
920-686-6511
kottum@manitowoc.org

ADDRESS: City of Manitowoc Engineering Department
900 Quay Street
Manitowoc, WI 544220

Request for Proposal (RFP) Schedule of Events

9 September 2021	RFP issued. Documents available on bid distribution web site, www.vendornet.com
23 September 2021	Question and Answer: Requests for clarification or approved equal must be submitted in writing and are due 23 September 2021
30 September 2021	Response to questions to be posted on VendorNet. Addendum Issued (if necessary)
11 October 2021	Proposals must be submitted no later than 3:30 p.m. on 11 October 2021. There will be no public opening.
13 October 2021	Evaluation team conducts evaluation of RFP responses.
Method of submittal	SEALED RESPONSE, by mail delivery or in person. No fax or email. All proposals must be packaged, sealed and clearly labeled QE-21-5 Maritime Metro Transit -Paratransit Submit five (5) complete sets of documents, one original and 4 copies. Only one cost proposal is required and shall be sealed in a separate envelope and included with the original copy.
Submit Proposals to	Attn: Kara Ottum Transit Manager, City of Manitowoc City of Manitowoc Engineering Dept. 900 Quay Street, Manitowoc, WI 54220 <i>RFP# QE-21-5 (Maritime Metro Transit Paratransit Service)</i>
Transit Manager Email/ Phone/ Fax	Phone: 920-686-6511 Fax: 920-686-5020 Email: kottum@manitowoc.org

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFP's are due by the time specified. Any RFP received at the designated location after the required time and date specified for receipt shall be considered late and will be rejected.

SECTION I - INTRODUCTION TO PROPOSERS

1.1 INTRODUCTION

The City of Manitowoc is issuing this Request for Proposals (herein referred to as RFP) to select a private firm to provide transportation services to the elderly and disabled in Manitowoc County in order to meet its obligations under the provisions specified under the Older Americans Act (herein also referred to as the "ACT"), Section 85.21 of the Wisconsin State Statutes, and the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and implementing regulations (herein also referred to as "ADA")

Special Notification Requirements for States. This procurement is subsidized with state and federal transit operating funds. Federal grant monies annually (\$1,963,356) fund this contract, in whole or in part (Section 5311 – CFDA 20.509). Applicable Federal clauses are set forth in Appendix D of the solicitation.

The reason for this RFP is to provide services for Maritime Metro Transit and the Manitowoc County Aging and Disability Resource Center. The Americans with Disabilities Act provides for complementary paratransit services to persons with disabilities that are unable to use fixed route transportation services. The ACT requires each aging unit to provide services that encourage and assist elderly and disabled to use the facilities and resources available to them so that individuals can live independently in a home environment.

The award of this contract will be made to the firm with the highest scoring proposal. The service to be provided must be of consistently high quality, and meet the requirements of Wisconsin Statute 85.21 as well as the Americans with Disabilities Act of 1990.

The CITY OF MANITOWOC may hereinafter be referred to as the "CITY" or "MARITIME METRO TRANSIT", the Manitowoc County Aging and Disability Resource Center or Manitowoc County is hereinafter referred to as the "COUNTY" and the responding firm is hereinafter referred to as the "PROVIDER".

1.2 CITY/COUNTY PERFORMANCE OBJECTIVE

The goal of the CITY and COUNTY is to solicit a plan that will allow both entities to provide high quality service while being efficient and effective to operate. The PROVIDER must implement, to the maximum extent possible, any cost savings measures that will not compromise the service. Examples include but are not limited to: recommendations for routes and schedules to enhance service and performance, better utilization of existing services (i.e. transfers to and from the fixed route service, combine elderly and ambulatory ADA eligible services), realization of efficiencies by the use of different vehicles for elderly and ambulatory persons (i.e. use of the bus when possible), and provision of discounts for multi-person rides. Further, the CITY and COUNTY are interested in expanding and improving transportation services available to rural Manitowoc County residents.

1.3 GENERAL INFORMATION

MARITIME METRO TRANSIT is a public transit system owned and operated by the CITY. MARITIME METRO TRANSIT contracts with the City of Two Rivers for both fixed route and ADA paratransit services. The combined population of these two cities is approximately 44,000 and provides approximately 6,800 annual paratransit trips within the municipal limits of the two cities.

The Aging and Disability Resource Center (ADRC) is an agency of Manitowoc County responsible for providing transportation services to the elderly and disabled throughout Manitowoc County. The population of Manitowoc County is approximately 79,000. The COUNTY currently provides approximately 25,000 trips annually through their transportation programs. Approximately 10% of these trips are non-ambulatory and 90 % are ambulatory. These services are contracted for through Maritime Metro Transit and the CITY.

1.4 DEFINITIONS (As used in this Request for Proposals)

1. Aging and Disability Resource Center. The Aging and Disability Resource Center (ADRC) is an agency of Manitowoc County responsible for providing transportation services to the elderly and disabled in Manitowoc County.
2. Americans with Disabilities Act of 1990 (ADA). The term "Americans with Disabilities Act" or ADA means the code enacted by the United States Congress as Public Law Number 101-336.
3. ADA Eligible. ADA eligible refers to those persons certified to receive complementary paratransit services as provided for under the Americans with Disability Act.
4. Contract. The term "Contract" means the agreement to be entered into by the CITY and the successful Proposer for the desirables of services described in this RFP.
5. Contract Services. The Term "Contract Services" means the provision of transportation and related services by the Provider under the terms of this Contract.
6. Days. The term "days" means business days recognized by the CITY.
7. Dispatch. The term "Dispatch" means the function of assigning revenue vehicles and vehicle operators to cover scheduled trips.
8. Elderly. Individuals who are sixty (65) years of age and older and have no other means of transportation.
9. Federal Transit Administration (FTA). The term "Federal Transit Administration" or "FTA" means the Federal Transit Administration of the United States Department of Transportation or its successor entity.

10. Maritime Metro Transit (MMT). MARITIME METRO TRANSIT is a division of the CITY and the operator of the public transit system of Manitowoc, Wisconsin. For the purposes of this agreement, MARITIME METRO TRANSIT (MMT) will be synonymous with the CITY or "CITY". Whenever the Contract specifies any action relating to the supervision, coordination, direction, control, and approval of the work performed by the PROVIDER, such actions shall be carried out by the MARITIME METRO TRANSIT supervisor or his/her designee(s).
11. Interested Party. The term "Interested Party" means any person (1) who is an actual or prospective proposer in the procurement involved; and (2) whose direct economic interest would be affected by the award of the Contract or by a failure to award the Contract.
12. Non-ADA. Rural individuals who are not able to ride in a regular passenger vehicle because of a physical and/or mental disability.
13. Older Americans Act. The Older Americans Act was enacted in 1965 to promote the independence and dignity of older persons.
14. Paratransit Services. The term "Paratransit Services" means comparable transportation service required by the Americans with Disabilities Act for individuals with disabilities who are unable to use fixed route transportation systems.
15. Proposal. The term "proposal" refers to a written document submitted by a proposer in response to this Request for Proposals (RFP).
16. Prospective Proposer. The term "Prospective Proposer" shall refer to any person who takes one or more of the following actions: (1) receives the RFP by direct mail; (2) attends the pre-proposal meeting and registers as an attendee; or (3) registers with the CITY as a prospective proposer.
17. Provider. The term "PROVIDER" means the individual, firm, company, corporation, partnership, or association executing the Contract as an entity providing the scope of services specified in this RFP.
18. Public Infrastructure Committee. The term refers to the CITY Public Infrastructure Committee that makes a recommendation to the Common Council, which is the governmental body that oversees the operations of the MARITIME METRO TRANSIT System.
19. RFP. The term "RFP" means this Request for Proposals.
20. Revenue Service. The term "revenue service" means the operation of a Revenue Vehicle to provide services as specified in the Contract.

21. Revenue Vehicle. The term "revenue vehicle" means any vehicle utilized to provide services to eligible passengers under the programs described within the scope of services in this RFP.
22. Rural Paratransit. Rural individuals who are not able to ride in a regular passenger vehicle because of a physical and/or mental disability.
23. Solicitation. The term "solicitation" means an Invitation to Bid, RFP, or other form of document used to procure services.
24. Trip. The term "trip" means the one-way movement of an eligible passenger from that passenger's origin to his or her destination.

1.5 GENERAL PROPOSAL CONDITIONS

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

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

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

1.6 SUBMISSION OF PROPOSALS

- A) Proposals in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. All proposals and other communications should be addressed to the CITY, as follows:

Kara Ottum, Transit Manager
City of Manitowoc Engineering Department
900 Quay Street
Manitowoc, WI 54220
kottum@manitowoc.org

- B) Proposals, consisting of one unbound original and four (4) copies must be received by MARITIME METRO TRANSIT at its office listed above by 3:30 PM Central Daylight Time, on 11 October 2021.

- C) Proposals received after this specified date and time shall be considered late and will be rejected.
- D) Proposals shall be submitted in the form specified within this RFP. All proposal packages must be sealed and clearly labeled with the name of the proposer and the title of this RFP (**QE-21-5 Maritime Metro Transit Paratransit**). Submit five (5) complete sets of documents. Clearly mark one (1) set as "Original" and the other four (4) sets as "Copies." Cost proposal shall be enclosed in an additional separately sealed envelope and be marked as "Cost Proposal." The cost proposal shall only be included with the set of documents marked "Original."

1.7 CLARIFICATION AND AMENDMENT PROCESS

Proposers are required to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies they have concerning this proposal in writing through e-mail by 23 September 2021 to:

Kara Ottum, Transit Manager
Email: kottum@manitowoc.org

The clarification and/or revisions process of this RFP process is provided and intended to be used during the solicitation stage. Any revisions to this request for proposal will be made only by an official written amendment issued by Maritime Metro Transit. The CITY's responses will be posted on VendorNet no later than 28 September 2021. Proposers shall acknowledge receipt of addenda by written notice thereof returned to the CITY as a component of the proposal. Without acknowledgement of addenda, proposals may not be considered. The CITY is not bound by any oral interpretations, clarifications, or changes made to this RFP by any CITY employee. Any clarification or change to the RFP must be provided in writing pursuant to this section.

1.8 TERM OF CONTRACT

The term of the Contract shall be for a period of three (3) years from the start of service. Service shall begin on 1 January 2022 and expire 31 December 2024.

The CITY shall have the option to extend the contract for two (2) additional one (1) year periods, as measured from the date of service startup, commencing respectively the day after year three (3) of the contract and the day after the end of option year 1 of the contract (commencing on 1 January 2025, and the day after option year 1 of the contract). The CITY shall determine if it will exercise option years on the Contract. The determination will be based on analysis of the PROVIDER's service performance and cost as originally submitted in the proposal. The CITY shall provide the PROVIDER with notice of its intent to exercise an option at least ninety (90) days before the end of the contract year then in effect and shall exercise the option by the end of the contract year then in effect.

Should the CITY and the PROVIDER not agree to the terms of a contract extension, the CITY will go out for proposals for the service with the expectation that the service will continue uninterrupted at the lapse of the agreement until a new PROVIDER is acquired.

1.9 INCURRING COSTS AND RESERVE RIGHT TO CANCEL

MARITIME METRO TRANSIT will not be responsible for any expenses incurred by any vendor in the development of a response to this RFP, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City and/or its representatives. Further, Maritime Metro Transit shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor.

1.10 PROPOSAL REJECTION

MARITIME METRO TRANSIT reserves the right in its discretion to accept or reject any and all proposals submitted in response to the RFP, or refuse to enter into any contract resulting from any proposal submitted, without expense to Maritime Metro Transit. Proposals received that do not comply with the expressed conditions of this RFP may be considered as non-responsive.

1.11 PROPOSAL WITHDRAWAL

The proposer's authorized representative may, prior to the date and time set as the deadline for receipt of proposals, modify or withdraw a proposal in person or by written or electronic notice. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written or electronic notices shall be received in MARITIME METRO TRANSIT's offices, at the address listed in Section 1.06, no later than the date scheduled as the proposal receipt deadline.

1.12 ACCEPTANCE OF PROPOSALS

Each proposal shall be submitted with the understanding that it is subject to the evaluation procedure set forth in this RFP, and to negotiation at the option of MARITIME METRO TRANSIT. All vendors who respond to this RFP will be notified in writing of the intent to award a contract(s) as a result of selection process described in this RFP. After notification of the intent to award is made, under the supervision of the procurement administrator, copies of proposals will be available for public inspection as determined by Wisconsin open records law.

Upon acceptance in writing by MARITIME METRO TRANSIT of the final offer to furnish any and all of the services described herein, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver at the price proposed and in accordance with conditions of said accepted proposal and this RFP, as negotiated. MARITIME METRO TRANSIT reserves the right to make the award under this RFP based upon the initial proposals submitted.

1.13 CONTRACT DOCUMENTATION

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

1.14 SINGLE PROPOSAL RESPONSE

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

1.15 EVALUATION OF PROPOSALS

- A. All proposals received will be evaluated according to the criteria listed in this RFP.
- B. Negotiations may be held by MARITIME METRO TRANSIT and its representatives with proposers in the competitive range. MARITIME METRO TRANSIT shall have the right to conduct a cost/price analysis, to review and audit all business records and related documents of any and all proposers (and any affiliated or parent company) to determine the fairness and reasonableness of the proposal, to contact any and all client references, and to conduct site visits and investigations. An interview and presentation may be required.

1.16 PROTEST PROCEDURES

Protests of an interested party regarding the procurement actions of MARITIME METRO TRANSIT will be considered and determined in accordance with the following procedures. A protest which is submitted by a party which is not an interested party or which is not in accordance with these procedures shall not be considered by MARITIME METRO TRANSIT, and will be returned to the submitting party without any further action by MARITIME METRO TRANSIT.

Notices of "intent to protest" and "protests" must be submitted in writing. Protesters should make their protests as specific as possible and should identify statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.

* A written notice of "intent to protest" the intended selection of award a contract must be received and filed with the procurement office no later than five (5) working days after the notices of intent to award are issued to:

Procurement office:

Kara Ottum
Transit Manager
City of Manitowoc
Engineering Department
900 Quay Street
Manitowoc, WI 54220

with a copy to:

Wisconsin Department of
Transportation Transit Procurement
Manager,
P. O. Box 7913
Madison, WI 53707-7913

**The complete written "protest" must be provided to the same addresses, (as provided above, for the written "intent to protest") within (10) working days after the notice of intent to award is issued. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and should identify statutes and Wisconsin Administrative Code provisions that are alleged to have been violated.

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

If the protest 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 office.

Failure to comply with the above protest procedures will render a protest untimely and/or inadequate and shall result in its rejection.

SECTION II - SCOPE OF SERVICES

2.1 PERFORMANCE REQUIREMENT

The PROVIDER shall, at all times during the term of the Contract, perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, material and supplies necessary therefore. Notwithstanding the provision of drawings,

technical specifications or other data by the CITY, the PROVIDER shall have the responsibility of supplying all items and details required to perform the services specified in this RFP. The PROVIDER shall conduct all work in the PROVIDER'S own name and as an independent PROVIDER, and not in the name of, or as an agent for, the CITY, the COUNTY, MARITIME METRO TRANSIT, the ADRC, or any other agency of the CITY or COUNTY.

The PROVIDER's performance of services shall be in accordance with the Contract, in accordance with the RFP, and the PROVIDER's proposal, all of which are hereby incorporated by reference as if fully set forth in the final Contract.

The PROVIDER shall operate paratransit services for Maritime Metro Transit in accordance with terms and conditions of this RFP, and the procurement documents referenced within this RFP.

2.2 QUALIFICATIONS OF PROVIDERS

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

The PROVIDER must:

- Have on staff management, experienced with the operations of community-oriented transportation service who will take a responsible role in managing the service;
- Be financially capable of undertaking this project;
- Be prepared to provide substitute vehicles (in case of an accident or emergency) within one hour of an occurrence; and
- Be prepared to recruit and hire qualified drivers as specified in Section 2.12.

2.3 RESPONSIBILITIES OF THE CITY AND COUNTY

- A. Establish requirements for the PROVIDER in the Contract. Any amendments or supplemental agreements to the Contract shall be consistent with the original scope of work established in this RFP.
- B. Develop and implement policies on issues related to transportation services, including, but not limited to, service area, hours of service, and fares. Any policy changes implemented relevant to the Contract shall be consistent with the original scope of work established in this RFP.
- C. Follow a certification process to determine eligibility of applicants for elderly, disabled, and ADA paratransit services.
- D. Maintain a current record of clients certified to be eligible for services and provide information from such records as may be necessary for the PROVIDER to perform its responsibilities under the Contract.
- E. Coordinate informational reports.

- F. Pay the PROVIDER for services properly rendered.
- G. Administer and monitor the Contract, and inspect the PROVIDER'S work.
- H. Audit the PROVIDER'S records.
- I. Investigate unsafe practices.
- J. Comply with Federal, State, and local laws and regulations.
- K. Review and approve all material mass produced for distribution to customers by the PROVIDER prior to distribution.
- L. Set fares and negotiate rates with contracted agencies.
- M. Provide revenue vehicles for use in services set forth in the Service Characteristics.

2.4 RESPONSIBILITIES OF THE PROVIDER

- A. Schedule, provides, and supervises service as specified in the Service Characteristics set forth in this RFP and Appendix A.
- B. Operate and maintain CITY and COUNTY owned revenue vehicles for use in the service set forth in the Service Characteristics.
- C. Provide full scheduling and dispatch functions.
- D. Provide a complete customer service information phone line, including customer voice phone service during all hours of operation. Callers shall be able to speak to an employee during regular hours of operation. Office hours must be at least 8:00am to 4:00pm, Monday through Friday. Automated attendant systems or voicemail are acceptable during non-business hours upon prior approval from MARITIME METRO TRANSIT. An after-hours policy should be developed for call-ins and pickups.
- E. Provide appropriate computer hardware and software to operate the dispatch and scheduling functions of MMT's choice. This is to include GPS tracking and a platform to share information such as trip denials, complaints, incidents and accidents.
- F. Provide vehicle maintenance facilities and office space in connection with the performance of Contract Services.
- G. Meet performance and safety standards as described in the submitted proposal and submitted Safety Program.
- H. Provide qualified personnel having management, operational, and maintenance expertise necessary to operate the services described in this Contract.
- I. Comply with MARITIME METRO TRANSIT's Drug and Alcohol Abuse Testing Program, and other drug and alcohol testing rules and regulations as required by the FTA or State of Wisconsin as those requirements apply to the testing of vehicle operators, mechanics, and dispatchers.
- J. Meet employee hiring and training standards as specified in the Contract.
- K. Provide adequate numbers of fully qualified Revenue Vehicle operators shall be available as backup operators during all operating hours to ensure consistent and reliable service.
- L. Maintain all equipment and Revenue Vehicles. The CITY reserves the right to inspect all maintenance records, equipment, and revenue vehicles to ensure proper vehicle care

and passenger safety.

- M. Assist the CITY in marketing in accordance with MARITIME METRO TRANSIT's marketing plans and other activities as determined by MARITIME METRO TRANSIT.
- N. Maintain regular written and verbal communications with MARITIME METRO TRANSIT.
- O. Comply and/or assist with MARITIME METRO TRANSIT's monitoring and auditing programs, including, but not necessarily limited to, Section 5310, 5311, and 85.21 filings. Assist with ongoing programs including origin-destination surveys and other ridership and customer satisfaction surveys that may be periodically undertaken.
- P. Attend regularly-scheduled and special meetings with CITY and/or COUNTY staff at the request of MARITIME METRO TRANSIT.
- Q. Assist MARITIME METRO TRANSIT staff in developing improvements to the system services.
- R. Respond promptly and precisely to MARITIME METRO TRANSIT's requests for information according to the schedule set by MARITIME METRO TRANSIT.
- S. Promptly notify MARITIME METRO TRANSIT of any deficiencies in facilities and/or revenue vehicles, or in proposed service expansions, alterations, and/or service reductions.
- T. File operating, financial, and performance reports and invoices in the time and manner specified in the Contract.
- U. Immediately report to MARITIME METRO TRANSIT any accidents (including passenger accidents), any other non-routine events, or any operational deviations. Such reports shall in no instance be communicated later than twelve (12) hours after the incident occurs.
- V. Investigate accidents and unsafe practices and report to MMT within 24-hours.
- W. Cooperate with law enforcement agencies and other local departments with respect to security activities on board revenue vehicles and elsewhere.
- X. Acquire and maintain a parts inventory adequate to the type and number of revenue vehicles in the fleet or be assured of same available locally.
- Y. Maintain an appropriate and sufficient level of fuel supply and notify its supplier of the need for fuel to keep the revenue vehicles in operation.
- Z. Follow all applicable local, State, and Federal laws and regulations.

2.5 PAYMENT METHOD

- A. The PROVIDER shall, at all times during the term of the Contract, perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, material, and supplies necessary therefore. Notwithstanding the provision of drawings, technical specifications or other data by MARITIME METRO TRANSIT, the PROVIDER shall have the responsibility of supplying all items and details required to perform the services specified in this RFP. Excepting the measures undertaken by the PROVIDER to publicly brand the paratransit service as MARITIME METRO TRANSIT'S to the public, the PROVIDER shall conduct all work in the PROVIDER's own name and as an independent PROVIDER and not in the name of, or as an agent for, MARITIME METRO TRANSIT.

- B. The PROVIDER'S performance of services shall be in accordance with the RFP and the PROVIDER's proposal, all of which are hereby incorporated into the Contract.

2.6 PAYMENT METHOD

The PROVIDER shall only be paid by the CITY and will be paid based on a per trip reimbursement method. The PROVIDER will be paid the difference per trip between this amount and the per trip fare collected from each passenger.

2.7 FARE STRUCTURE AND COLLECTION

- A. Passenger fares (also the same as co-pays) for complementary ADA paratransit shall be determined and established by the CITY for a one-way trip. The CITY retains the right to make any fare adjustments it deems appropriate. Rural paratransit (Non-ADA) and elderly co-pay increases will be made by the CITY on recommendations from the COUNTY Aging and Disability Resource Center.
- B. The current program fares are listed in Appendix A. The passenger co-pays are subject to change during the course of the Contract.
- C. The PROVIDER must collect, count, record, deposit, and monitor all co-pays and/or co-pay substitutes (tokens, tickets, etc.), and will retain and credit these co-pays against the amounts billed. The amount of the collected co-pays shall correspond to the reported number of passenger trips reported. The PROVIDER must provide a means of supervising the collection of co-pays, including mechanisms for driver accountability. The PROVIDER must utilize a system that separately accounts for costs by rider classification so that the CITY and COUNTY programs are appropriately allocated, recorded, invoiced, and monitored.
- D. The PROVIDER must also be able to handle a possible tiered and/or coupon fare structure.
- E. The PROVIDER may be required to sell pre-paid fares to clients without a service fee.
- F. The PROVIDER may be required to do special billing for agencies contracting with the CITY for paratransit services and will honor and bill according to set rates between the agency and the CITY.

2.8 INVOICES AND PAYMENTS

The PROVIDER shall submit three (3) monthly invoices (CITY, Elderly & Rural) to MARITIME METRO TRANSIT for the number of trips provided during the previous month under the Contract for rides provided on 1) City ADA and 2) Rural Disabled and Elderly programs and individual trip reports required by Section 2.21 which are retained by the PROVIDER. Such invoices must be submitted no later than the third business day of each month and be accompanied by the monthly reports required under Section 2.20.

- B. Invoices for payment shall be so marked, include a reference to the Contract number, shall be consecutively numbered, and forwarded to:

Paratransit Coordinator
Maritime Metro Transit
915 South 11th Street
Manitowoc, Wisconsin 54220

- C. MARITIME METRO TRANSIT reserves the right to request any and all information to support any charges submitted in the invoice. MARITIME METRO TRANSIT may, at any time, conduct an audit of any and/or all records kept by the PROVIDER that are directly or indirectly related to the services provided under the Contract. Appropriate financial adjustments shall be made by MARITIME METRO TRANSIT based upon any inconsistency, irregularity, discrepancy or unsubstantiated billing revealed as a result of such audit and for the amount of any liquidated damages assessed under Section 2.05. Any overpayment discovered in such an audit may be charged against the PROVIDER's future invoices. MARITIME METRO TRANSIT may withhold payment for services which it believes were improper, failed to meet service specifications or are otherwise questionable.
- D. Payment shall be made within thirty (30) days of verification and acceptance of the invoices by MARITIME METRO TRANSIT.

2.9 PERSONNEL

- A. The PROVIDER shall provide qualified personnel capable of performing the services required under the Contract. The total number of personnel necessary for operations and services shall be determined by the PROVIDER. However, The CITY shall determine the adequacy of the service level.
- B. Employees shall have no criminal history detrimental to the population being served.
- C. Employees providing services shall at all times be and remain the sole employees of the PROVIDER and the PROVIDER shall be solely responsible for the payment of all employee wages and benefits. The PROVIDER, without any cost or expense to the CITY, shall faithfully comply with the requirements of all applicable State and Federal enactments with respect to employer's liability, worker's compensation, unemployment insurance, and other forms of Social Security, and also with respect to withholding of income tax at its source from wages of said employees.
- D. The PROVIDER shall be in breach of the Contract and subject to termination for default should any personnel not meet the requirements of the Personnel or Training Program employed by the PROVIDER for the purpose of performing duties pursuant to the Contract.
- E. The PROVIDER shall adhere to its personnel program. The Provider shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this

contract. This would include but not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop off points, wheelchair brake functions, proper tie down and securement of wheel chair passengers, civil rights requirements e.g., sensitivity training on interacting with persons with disabilities.

- F. The Contract shall ensure that periodic medical testing related to drug use and alcohol abuse is conducted for vehicle operators, mechanics and dispatchers in accordance with Federal Transit Administration (FTA) laws and regulations. A summary report of test results shall be provided to MARITIME METRO TRANSIT as required by the FTA. Any vehicle operator, mechanic or dispatcher who does not pass the medical examination or whose drug/alcohol screening tests do not comply with applicable standards for alcohol abuse or drug use shall not be permitted to be employed to provide any service under the Contract.

All project personnel shall maintain a professional, courteous attitude toward passengers, including answering to the best of their ability all passenger questions and performing other tasks as directed. Promptly upon MARITIME METRO TRANSIT's request, the PROVIDER shall remove from work under the Contract any employees who MARITIME METRO TRANSIT considers unsuitable for such work or who has displayed any act of discourtesy, rudeness, use of profanity, or any other act deemed unacceptable by MARITIME METRO TRANSIT.

- G. The PROVIDER shall require all vehicle operators, dispatchers and personnel available to the public to be appropriately attired in uniform or clothing. Such clothing shall display the name of the employee and the name of the PROVIDER, the display of a photo I.D. is **mandatory**. The cost of such uniforms shall be borne by the PROVIDER.
- I. Employees are prohibited from smoking in any revenue vehicles or in the immediate presence of clients.

2.10 PROJECT MANAGEMENT

- A. The PROVIDER shall designate a Project Manager who shall supervise the day-to-day operations of the service, as well as the management of the project's accounts and operating records. The Project Manager or his or her designee shall be available by telephone or in person during all hours of operations to make decisions as necessary at the request of the CITY. When that person is unavailable (vacation, illness, etc.) a designee shall be named.
- B. The PROVIDER shall provide the telephone numbers of at least one member of its staff other than the Project Manager with the authority and responsibility to make binding decisions, acting as agent for the PROVIDER. This management individual shall also respond in person to any emergency or accident involving extensive property damage or injuries if the Project Manager is unavailable.

2.11 SUPERVISORS

The PROVIDER shall specifically designate field personnel as "supervisors" and shall establish the responsibilities and accountability of those employees. The PROVIDER shall require supervisors to be responsible for coordinating runs, ensuring on-time performance, assisting passengers, and communicating with the base facility and Revenue Vehicles.

2.12 VEHICLE OPERATORS

A. All operators of revenue service vehicles shall be legally licensed to operate in the State of Wisconsin; possess any other licenses or endorsements required by applicable local, State, and Federal laws and regulations; be at least 18 years of age; and have at least two years driving experience. It is recommended that a Commercial Driver's License be required to provide flexibility in PROVIDER scheduling and vehicle assignments.

B. The PROVIDER shall perform a thorough background check on all potential employees prior to their hiring. The PROVIDER shall not employ any person as a revenue vehicle operator for the Contract services who has been convicted of a felony involving a crime of violence or committed in the use of a commercial vehicle; been convicted of an offense involving a serious traffic violation (as defined in the Commercial Driver's License standards, requirements, and penalties); or who has been convicted of a drug or alcohol offense. Vehicle operators shall have no more than three (3) moving violations and /or chargeable accidents within the previous five (5) year period at time of hire.

Prior to employing any person as a Revenue Vehicle operator, and to the extent made possible under the Law, the PROVIDER shall obtain from each such person detailed information concerning such person's employment experience, motor vehicle violations and accidents, criminal history, and complaints filed against such person in the course of any employment as a professional driver, whether by any bus service PROVIDER or otherwise. The PROVIDER shall investigate and verify the accuracy of the information obtained from all job applicants.

C. Each Revenue Vehicle operator shall be alert, careful, and competent in terms of driving ability and habits.

D. Each Revenue Vehicle operator shall be courteous to all passengers.

E. Each Revenue Vehicle operator shall be neat and clean in appearance.

F. Revenue Vehicle operators shall be fully trained in:

- Defensive driving and vehicle handling;
- Emergency first aid, blood borne pathogens, and cardiopulmonary resuscitation;
- Passenger handling and care, including the safe operation of lift devices, securement devices, wheelchairs and all mobility devices;

- All operational and safety policies and procedures relative to their position;
- Sensitivity issues in order to recognize and respond to the needs of individuals with various disabilities; and to properly assist and treat individuals with disabilities in a respectful and courteous manner;
- Harassment.

G. Revenue Vehicle operators shall, pursuant to requests by the CITY, distribute notices to passengers or otherwise render assistance in monitoring and supervising operations.

H. Revenue Vehicle operators shall have available at all times during operation of any Revenue Vehicle in connection with Contract Services a timepiece having an accuracy of +/- one (1) minute per month and the timepiece shall be set each day.

I. Revenue Vehicle operators must immediately report to the PROVIDER & MMT any traffic accidents, passenger accidents, or other non-routine events,

J. Revenue Vehicle operators must have in their possession while on duty, valid Wisconsin Driver's Licenses and employee identification cards supplied by the PROVIDER.

• REVENUE VEHICLE MECHANICS

A. The PROVIDER will employ personnel in sufficient numbers and with an adequate mix of skills to maintain Revenue Vehicles or Contract, on a top priority basis, for these services through a reputable and dependable third party. This includes an ability to repair and service Revenue Vehicles and equipment, including lifts, air conditioners, and heating units among other things. The third-party Contract shall specifically indicate availability of mechanics during operational hours for emergency road service.

B. The PROVIDER shall ensure that the skills, capability, and availability of maintenance personnel are adequately matched to the type of maintenance and repairs needed at the time they are needed. Maintenance activities will be carried out at times which do not interfere with scheduling of Revenue Vehicles to meet service demands.

• DISPATCHERS & CLERICAL STAFF

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

- **SCHEDULING AND RESERVATIONS**

- A. All program trips must be scheduled and/or dispatched through the PROVIDER. The CITY or COUNTY will not perform any scheduling functions. The PROVIDER shall not assign any passenger exclusively to a particular driver. Requests for such service shall be denied without exception.
- B. All trips shall be reserved in accordance with current ADA regulations.
- C. Trips not scheduled as above may be provided if scheduling permits.
- D. **Unscheduled Return Trips & Fixed Route Requests.** The PROVIDER shall attempt to accommodate 75% of all unscheduled return trips (i.e. from medical appointments) and fixed route requests (bus equipment failures) within 60 minutes of notification. The dispatch center shall provide an estimated time of arrival for requests of this category, providing call-backs, if required.

- **REVENUE VEHICLES**

- A. General:

MARITIME METRO TRANSIT shall provide and lease to the PROVIDER all Revenue Vehicles necessary to provide the ADA eligible service contemplated in this contract. Revenue Vehicles for all other programs may be leased from the COUNTY to the PROVIDER. A vehicle list is contained in Exhibit A. Vehicles leased from the COUNTY or the CITY may be used in combination with providing services to ADA eligible passenger and to rural paratransit (non-ADA) and elderly passengers as provided for in this Contract. Vehicles owned by the CITY and COUNTY shall be leased to the provider for \$1.00 per vehicle per year.

- The PROVIDER shall ensure that all Revenue Vehicles are fully licensed. All Revenue Vehicles are subject to inspection by MARITIME METRO TRANSIT, the Manitowoc Police Department, the Wisconsin State Patrol or other agency designated by the CITY.
- Revenue Vehicles used by the PROVIDER for Contract Services must meet the vehicle accessibility standards for the type of vehicle in question set forth in 49 CFR Parts 37 and 38 and the standards for Wisconsin Human Service Vehicles in Wisconsin Trans. 301.
- All specialized Revenue Vehicles used in the transportation of non-ambulatory ADA Certified passengers must be able to carry a minimum of four passengers and have a minimum of two securement areas for wheelchairs.
- If the PROVIDER desires to replace a Revenue Vehicle, it shall immediately notify MARITIME METRO TRANSIT of the request. MARITIME METRO TRANSIT shall, at its discretion, opt to repair the vehicle on behalf of the PROVIDER, seek retirement of the vehicle from the DOT and/or purchase a new vehicle as replacement.
- The PROVIDER is solely responsible for the cost incident to the acquisition or lease of

vehicles used to provide services under this Agreement.

- The PROVIDER, in its sole discretion may determine to utilize its existing fleet or purchase or lease additional vehicles to supplement the Revenue Vehicles provided by the CITY to provide services under this Agreement. However, all Revenue Vehicles must meet the requirements of this Section.
- The PROVIDER shall ensure that it has available at all times sufficient Revenue Vehicles, in operable condition, to provide all of the services called for under this Agreement.
- The PROVIDER shall ensure that all Revenue Vehicles used to provide the service contemplated in this Contract are equipped with two-way voice communications.
- The PROVIDER shall ensure that all Revenue Vehicles used to provide the service contemplated in this Contract display the appropriate decal logos. Decals shall be provided by the CITY and COUNTY.

B. Vehicle Maintenance for Section 5310 Leased Vehicles:

The PROVIDER must follow the Section 5310 Maintenance Program for all section 5310 vehicles leased under this Agreement.

The CITY, COUNTY, or Wisconsin Department of Transportation (DOT) reserves the right to inspect, examine, or test, at any reasonable time, any equipment used in performance of the work in order to assure compliance with these specifications. The PROVIDER may be required to transport the vehicles, at the PROVIDER'S expense, to the designated inspection facilities.

C. REVENUE Vehicle Maintenance for PROVIDER Vehicles:

- The PROVIDER shall maintain all Revenue Vehicles in accordance with all local, State, and Federal requirements for safety; and as otherwise required in the Contract.
- All maintenance and repair of Revenue Vehicles shall be completed, including the routine replacement of components and to the manufacturer's specifications and standards at a minimum. In addition, all maintenance performed on the PROVIDER'S vehicles shall be at a standard in accordance with the PROVIDERS Preventive Maintenance Program.
- All Revenue Vehicles shall receive a daily pre-trip inspection prior to being placed in service. The pre-trip inspection procedure must be approved by MARITIME METRO TRANSIT. The following items at a minimum must be found to be adequate in amount, in operable condition, or otherwise functioning correctly:
 - a. Turn signals, emergency flashers, and any other electrically illuminated signs;
 - b. Headlights, on both high and low beams;
 - c. Brake lights;

- d. Inside lights;
- e. Windshield wipers;
- f. Door operation;
- g. Horn;
- h. Brakes, foot and hand;
- i. Oil level and pressure;
- j. Battery charging by generator or alternator (as necessary);
- k. Steering;
- l. Two-way Communications;
- m. Heater(s) (in winter);
- n. Air Conditioning System (in summer);
- o. Safety equipment;
- p. Cleanliness, interior and exterior;
- q. Amount of fuel;
- r. Wheelchair lifts or ramps and securements.

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

- Each Revenue Vehicle shall receive a regular weekly inspection to ensure its proper operating condition. In addition to the items of the pre-trip inspection, the weekly inspection shall include: (1) Engine operation; (2) Transmission function; and (3) fluid levels other than fuel (windshield washer, oil, transmission, brake, coolant, etc.).
- Any defects identified by the vehicle operator or inspector shall be noted on a defect report. Appropriate action shall be taken by the PROVIDER to correct defective items noted in a defect report prior to the operation of the Revenue Vehicle.
- Revenue Vehicles shall not be operated with defects that make them unsafe to operate.
- The PROVIDER shall maintain Revenue Vehicles and schedule maintenance activities to assure that maximum numbers of vehicles are available for Revenue Service during peak hours. The PROVIDER shall not remove vehicles from Revenue Service during peak periods except to conduct necessary repairs, and shall minimize the amount of time needed to conduct preventive maintenance.
- All repair work shall be performed by maintenance personnel who have demonstrated experience and documented training in the work to be completed. Maintenance personnel shall have the necessary equipment and tools to perform any authorized work. Neither the CITY nor MARITIME METRO TRANSIT shall be responsible for providing such tools or equipment. Upon removal of a Revenue Vehicle

from service for repairs, a schedule shall be established setting forth a timetable for repairs and an estimated date for returning the vehicle to service. Inspection and /or repair work shall be commenced promptly in accordance with the established schedule. The PROVIDER shall periodically update such schedule to reflect the progress of work and the estimated return of the vehicle to service.

D. Revenue Vehicles -Cleaning and Appearance:

- The PROVIDER shall maintain the cleanliness of all Revenue Vehicles in accordance with established or revised performance standards.
- Revenue Vehicle interiors shall be swept or vacuumed daily to remove all dirt and debris. Mopping will be carried out as necessary. Revenue Vehicle exteriors shall be washed on a daily basis.
- All components of the Revenue Vehicle body, appurtenances, and frame shall be sound and undamaged while in Revenue Service.
- Revenue Vehicles shall not be placed in Revenue Service while any noxious fumes or detectable odors remain in the vehicle.
- The PROVIDER shall remove or cover graffiti on Revenue Vehicles within twenty-four (24) hours of discovery.

2.17 OPERATING PERFORMANCE STANDARDS

- A. Revenue Vehicles shall be operated in accordance with all applicable local, State and Federal laws and regulations with regard to safety, comfort and convenience of passengers and the general public.
- B. The PROVIDER is required to use the highest degree of care in the operation of Revenue Vehicles, and in providing assistance to passengers.

2.18 INSURANCE

- A. The Provider shall carry and pay premiums for insurance of the types and with the limits of liability not less than stated below. The Provider shall take out and maintain during the term of this contract such general liability, vehicle liability, and property damage insurance as shall protect MARITIME METRO TRANSIT, the CITY and COUNTY from all claims for liability, damages, personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract whether such operations be by the Provider or by another directly or indirectly employed by either of them, by naming MARITIME METRO TRANSIT, the COUNTY, or the CITY, its officers, council members, agents, employees or authorized volunteers as additional insured with

respect to this program. Such insurance shall be maintained in effect during the term of the Contract and shall cover all events occurring during the term of the Contract (commonly known as tail coverage). It is hereby agreed and understood that the insurance required by MARITIME METRO TRANSIT is primary coverage and that any insurance or self-insurance maintained by MARITIME METRO TRANSIT, the COUNTY or the CITY, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. The minimum amount of insurance shall be as follows:

- B. Workers' Compensation Insurance covering all of Proposer's employees engaged in work under the Contract as required under the Workers' Compensation Act of the State of Wisconsin and/or any applicable law or laws of any other state or states. Employer's Liability Insurance with limits of liability of not less than \$100,000 per accident, \$100,000 per employee for disease, and \$500,000 policy total for disease.
 - 1) General Liability Insurance including the coverage for the Proposer's premises used for storage and maintenance of vehicles used in performance of the Contract with limits of liability of not less than \$1,000,000 each occurrence combined single limit and \$2,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability, Contractual Liability and Liability for Independent Proposer. Claim made form of coverage is not acceptable.
 - 2) Automobile Liability Insurance covering "any auto" used in connection with the work performed under the Contract with limits of not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage.
- C. All such policies as required above shall be endorsed to provide a sixty (60) day written Notice of Cancellation, renewal, or material change to Maritime Metro Transit.
- D. The limits of liability as required under this Section may be provided by a single policy of insurance or a combination of policies including the so-called umbrella liability policy. Self-insurance or the use of deductibles or self-insured retentions shall not be considered as complying with these requirements unless approved in writing by MARITIME METRO TRANSIT and the CITY.
- E. The types of insurance and limits of liability stated in this Section are the minimum acceptable to MARITIME METRO TRANSIT and shall in no way be construed as a limitation of Proposer's liabilities and obligations arising out of the performance of the Contract.
- F. The Provider shall require any and all subcontractors performing work under the Contract to carry insurance to the types and with limits of liability consistent with the minimum insurance requirements previously specified. The Proposer shall obtain and make available for inspection by MARITIME METRO TRANSIT upon request Certificates of Insurance

evidencing insurance coverage carried by such subcontractors.

- G. All insurance required, be maintaining or providing by the Provider and subcontractors shall be with companies and through policies approved by MARITIME METRO TRANSIT. MARITIME METRO TRANSIT has the right to inspect, prior to commencement of the work, all of the Proposer's insurance policies in regard to required insurance coverage. All such Insurance Companies shall carry a Best's rating of A- (or equivalent) and be licensed by the State of Wisconsin.
- H. Proof that such insurance coverage exists as required above shall be furnished to MARITIME METRO TRANSIT in the form of certified copies of insurance policies within fifteen (15) calendar days prior to the commencement of Service as set out in the Contract. Renewal or replacement policies shall be furnished fifteen (15) days prior to the expiration date or termination date of any policy furnished in compliance with the requirements of the Contract.
- I. If at any time during the Contract term the PROVIDER fails to provide proof of insurance as required above, MARITIME METRO TRANSIT reserves the right, but not the obligation, to obtain other insurance to protect MARITIME METRO TRANSIT's interests and to withhold from PROVIDER payments the cost of such insurance.

2.19 CLAIMS

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

2.20 REPORTS

The PROVIDER will submit reports to MARITIME METRO TRANSIT on operational performance and safety. The operational report must, at a minimum, contain the information specified in this Section. Other reports relating to operational performance will also be required from the PROVIDER as requested, to meet grant eligibility and monitoring requirements. The PROVIDER shall submit required information in a format to be approved by MARITIME METRO TRANSIT. Failure to provide adequate documentation as called for in this RFP and requested by MARITIME METRO TRANSIT will result in the invoice for the period being withheld until information is adequately provided.

A. Revenue Vehicle roster which identifies each Revenue Vehicle by year, model, mileage, lift status and primary location. This roster should be updated and supplied to the CITY when vehicles are purchased (added) or disposed of (deleted) from the roster.

B. Employee Information (upon request)

The PROVIDER shall provide the CITY with a list of all relevant personnel who will perform services in any manner and describe involvement and responsibility in the program.

C. Operating Data (monthly)

- a. Date
- b. Total Trips by Category (Ambulatory, Non-Ambulatory, City ADA, Rural Disabled, Elderly Program)
- c. Total Project Miles
- d. Trips completed/missed/denied; ratio; explanation
- e. No-shows

D. Quarterly Reports

The PROVIDER must provide data quarterly to the MARITIME METRO TRANSIT Manager no later than fifteen (15) days after the last day of the quarter. The report must include:

- a. Total Hours
- b. Total Gallons of Fuel
- c. Total Project Miles

E. Maintenance Data

- a. Overview of maintenance activities -- preventive maintenance and major repair work
- b. Revenue Vehicle down time
- c. Warranty activity
- d. Fleet availability
- e. Lift maintenance activities

F. Revenue Vehicle Inspections

- a. A summary report of all Revenue Vehicle inspections.

G. Other (per occurrence)

1. Accident/incident briefs/findings
2. Training activities/certifications including sensitivity to riders with physical, mental, visual or hearing/communication disabilities
3. Key personnel changes
4. Suggested improvements
5. Goals and accomplishments

2.21 TRIP REPORTS

Revenue Vehicle operators shall accurately complete and submit trip reports for each passenger containing the following information:

- a) Program designation (ADA, Rural Paratransit, Elderly, Etc.);
- b) Passenger name, address, and ID number;
- c) Trip origin address including municipality;
- d) Trip destination address including municipality;
- e) Pick-up time (scheduled and actual);
- f) Drop-off time (scheduled and actual);
- g) Day and date of service;
- h) Vehicle number;
- i) Driver identification number;
- j) Equipment used by the passenger;
- k) Personal Care Attendant used;
- l) Number of guests;
- m) Special instructions (such as directions or conditions);
- n) Total trip cost;
- o) Fare paid.

A summary of these trips should be provided to the CITY on a monthly basis, and are to include any changes by drivers or dispatchers to printed schedules, no later than three (3) working days after the completion of each month. The CITY reserves the right to require these summaries more often when needed.

2.22 PERFORMANCE REPORTS

Record keeping performed by the PROVIDER must include data on system ridership as designated as well as rides by client, program performance and a methodology for ongoing and periodic evaluation, subject to the approval of the CITY. A sample shall be provided with the proposal documents.

2.23 ACCIDENT AND COMPLAINT REPORTING

- A. In the event of a traffic accident, a passenger accident, an emergency or other non-routine event, the PROVIDER shall notify MARITIME METRO TRANSIT within twenty-four (24) hours upon the receipt of such information. The PROVIDER shall prepare all reports required by the Contract. The PROVIDER shall comply with all applicable laws and regulations in the case of any accident.
- B. Project personnel shall record, investigate, and report all passenger complaints and any operational problems to the PROVIDER, which shall forward them to MARITIME METRO TRANSIT on an each-occurrence basis on a form approved by MARITIME METRO TRANSIT.

The logging of complaints shall include a written description of the complaint and any resolution of the complaint.

2.24 NO-SHOW PROCEDURES

- A. A No-Show occurs when a Revenue Vehicle arrives on time for a pick-up and the passenger decides not to board the vehicle, is not present at the address listed on the manifest, or has called in to cancel the trip less than one (1) hour before the scheduled pick-up time. For purposes of this definition, if a vehicle operator arrives early or within five minutes after the beginning of the on-time window, he/she must wait until five (5) minutes after the on-time window begins before considering the passenger to be a No-Show.
- B. MARITIME METRO TRANSIT enforces a No-Show Suspension Policy which requires accurate recording of No- Show occurrences. The PROVIDER is responsible for making every reasonable effort to verify that a ride is a valid No-Show before proceeding with the next trip identification, and for accurately documenting the ride as a No-Show. The PROVIDER shall not be compensated for rides classified as No-Show.

2.25 PROVIDER FACILITY REQUIREMENTS

- A. The PROVIDER shall independently determine the number, size, and type of facilities required to comply with the requirements of this agreement. The size of a facility shall be based on the size of the vehicle fleet, its vehicle composition, and any proposal requirements for full implementation.
- B. The PROVIDER shall be responsible for meeting all Federal, State, and Local laws/regulations regarding the facilities. Any permits/approvals required for the facilities shall be the responsibility of the PROVIDER.
- C. Vehicle storage shall be either inside a secured building or a lighted, fence-secured parking lot.
- D. The PROVIDER shall be solely responsible for arranging or directly providing vehicle towing. No PROVIDER vehicle, operable or inoperable, will be left overnight on any public road or property not under the control of the PROVIDER without the express authorization of MARITIME METRO TRANSIT. All equipment will be housed overnight at the PROVIDER'S facility with the exception of equipment properly stored at another, off-site maintenance facility.
- E. The PROVIDER is responsible for maintaining and repairing the PROVIDER'S facility to provide for a safe and professional operating environment.

2.27 MISCELLANEOUS

- A. The PROVIDER is solely responsible for any and all office supplies required in the performance of this contract.
- B. The PROVIDER is solely responsible for the payment of any tickets, fines, or penalties assessed by any government agency or authority resulting from the PROVIDER'S operation of MARITIME METRO TRANSIT'S paratransit service.
- C. In addition to the above, the PROVIDER will report to MARITIME METRO TRANSIT separately any major non-routine actions such as labor job actions, incident security breaches or equipment failures.

SECTION III- GENERAL TERMS & CONDITIONS

3.1 ASSIGNABILITY

The Contract or any portion thereof shall not be assigned, nor the interests, rights, duties, or responsibilities of the Proposer transferred except with the prior written approval of MARITIME METRO TRANSIT. This provision is separate and apart from the provisions concerning subcontracting set out in Section 3.10.

3.2 DISCLAIMER OF LIABILITY

MARITIME METRO TRANSIT will not hold harmless or indemnify the PROVIDER for any liability whatsoever.

3.3 HOLD HARMLESS

The PROVIDER agrees to protect, defend, indemnify and hold the CITY, MARITIME METRO TRANSIT, and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character including Worker's Compensation suits, liability or expenses (hereinafter collectively "claims") in connection with, or arising directly or indirectly out of the Contract or the performance hereof by the PROVIDER or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The PROVIDER further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto,

whether or not it is alleged or determined that the PROVIDER was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

3.4 ALLOWABLE SERVICE CHANGES

- A. MARITIME METRO TRANSIT may modify or adjust the services provided under the Contract in accordance with this Section. Service changes shall stay within the original scope of this RFP. Modifications and adjustments may include, but are not limited to: modification of the geographic size of the service area, service hours, or passenger fares. Service changes shall be set forth in a written notice from MARITIME METRO TRANSIT.
- B. Any service changes proposed by MARITIME METRO TRANSIT shall be submitted in writing to the PROVIDER, identifying the proposed change in reasonable detail and specifying the proposed implementation date.
 - 1) The PROVIDER shall, within fifteen (15) calendar days after receipt of a proposed service change, provide MARITIME METRO TRANSIT with a written description of the anticipated impact of such change on existing operations and schedules and the feasibility of such service change. The PROVIDER may also propose service changes and suggest alternatives or modifications to service changes proposed by MARITIME METRO TRANSIT.
 - 2) Following MARITIME METRO TRANSIT'S review of information provided by the PROVIDER pursuant to paragraph (1), the PROVIDER shall proceed to implement the proposed service change (with any modifications accepted by MARITIME METRO TRANSIT) in accordance with the schedule or timetable established by Maritime Metro Transit. Only those changes directed or approved by MARITIME METRO TRANSIT shall be implemented by the Proposer.
- C. Notwithstanding the preceding provisions of this Section, MARITIME METRO TRANSIT may direct the PROVIDER to make temporary modifications in the services provided or the schedules in order to address short term operating problems or issues.

3.5 CHANGE ORDERS

- A. Written change orders are required. No change in this Contract shall be made unless MARITIME METRO TRANSIT gives its prior written approval. Change orders shall be consistent with the original Scope of Work and price structure of this RFP. If any price changes are anticipated to be incurred as the result of the order, the PROVIDER shall, within fifteen (15) calendar days after receipt of a written change order from MARITIME METRO TRANSIT, submit to MARITIME METRO TRANSIT a written justification detailing relevant cost factors. This document shall be reviewed to verify that the factors leading to a price increase are consistent with the cost factors of the original proposal and does not represent transference of

risk from the PROVIDER onto the CITY. Any agreed upon price change shall be incorporated into the established per-trip rate. A change order shall be executed in writing by both parties.

- B. MARITIME METRO TRANSIT reserves the right to issue an immediate, direct change order. Direct change orders shall only be issued under extenuating circumstances when the conventional change order process is impractical. All changes in service and price shall be consistent with this RFP.
- C. Disagreements that may arise from the change order and cannot be resolved in any other way shall be resolved in accordance with the contract Resolution of Disputes, Breaches or other Litigation clause. Regardless of any disputes, the Proposer shall proceed with the work ordered at the sole direction of MARITIME METRO TRANSIT while the dispute is being resolved.
- D. The PROVIDER shall be liable for all costs resulting from any action or change in the Scope of Work not properly ordered by written modification signed by MARITIME METRO TRANSIT. Oral change orders are not permitted.

3.6 SUBCONTRACTING

- A. The PROVIDER will not enter into any subcontract except with the prior review and written approval of MARITIME METRO TRANSIT. In any case in which the PROVIDER desires to subcontract, it shall provide MARITIME METRO TRANSIT with all proposed subcontracting agreements and documents, including scope RFP of work. The PROVIDER shall be fully responsible for all work performed by any subcontractor.
- B. MARITIME METRO TRANSIT encourages the PROVIDER to utilize subcontracting of services under this Contract in order to avoid capacity constraints operational, maintenance, administrative, etc. that would limit the PROVIDER'S ability to effectively deliver paratransit service as described in this RFP.
- C. Any approval of a subcontract shall not be construed as making MARITIME METRO TRANSIT a party to such subcontract, giving the subcontractor privity of contract with MARITIME METRO TRANSIT, or subjecting MARITIME METRO TRANSIT to liability of any kind to any subcontractor.
- D. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this RFP and resultant contract with the PROVIDER.
- E. The PROVIDER may not, by subcontract, modify its obligation to perform in full compliance with its contract, change its key personnel, alter its Training or Safety Programs, or otherwise modify the basis upon which the Proposer was selected and Contract award made. Any action of the PROVIDER in violation of the preceding sentence shall constitute a breach of the

Contract and an act of default. Further, the entering into of a subcontract shall not, under any circumstances, relieve the PROVIDER of its liability and obligations under the Contract and all transactions with Maritime Metro Transit must be through the PROVIDER.

3.7 ORGANIZATIONAL CONFLICT OF INTEREST

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

3.8 LICENSING, PERMITS, AND TAXES

PROVIDER must be properly licensed to provide elderly and specialized transportation service for people with disabilities and for the work required as a result of the Contract. The PROVIDER must be in compliance with all applicable federal, state, and local codes, regulations, and licensing requirements as well as all applicable state motor vehicle codes and licensing requirements. PROVIDER will provide proof of such to MARITIME METRO TRANSIT. All costs associated with applicable license and permit requirements are the responsibility of the PROVIDER and should be contemplated in the Cost Proposal to this RFP.

The cost for any required licenses or permits shall be the responsibility of the PROVIDER. The PROVIDER is liable for any and all taxes due as a result of the Contract.

3.11 INDEPENDENT CONTRACTOR

Under the terms of the Contract, the PROVIDER is an independent PROVIDER which has, and retains, full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than CITY or COUNTY representatives, assisting in the performance of its services. The PROVIDER agrees to be solely responsible for all matters relating to wages, hours of work, and working conditions and payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other requirements relating to such matters. The PROVIDER agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the term of the Contract.

3.12 WAIVER OF TERMS AND CONDITIONS

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

3.13 INTERPRETATION, JURISDICTION, AND VENUE

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

3.14 COMPLIANCE WITH LAWS AND PERMITS

The PROVIDER shall give all notices and comply with all existing and future Federal, state, and local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and in the other contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the PROVIDER shall furnish to Maritime Metro Transit certificates of compliance with all such laws, orders, and regulations.

3.15 SAFETY PROGRAM

The PROVIDER shall at all times abide by the PROVIDER'S written Safety Program submitted to MARITIME METRO TRANSIT as part of the PROVIDER'S proposal. The PROVIDER'S Safety Program shall at a minimum comply with applicable Federal regulations of the Occupational Safety and Health Administration, and any amendments thereto, as well as any other pertinent Federal, state, and/or local safety or environmental laws, codes, rules, or regulations.

3.16 INSPECTION OF WORK

- A. All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by MARITIME METRO TRANSIT to the extent practicable at all times and places during the term of the Contract.
- B. All inspections MARITIME METRO TRANSIT shall be made in such a manner as to not unduly delay the work. MARITIME METRO TRANSIT shall request an appointment to enter the premises used by the PROVIDER for the purpose of inspecting and auditing all data and records which pertain to the PROVIDER'S performance under the Contract. MARITIME METRO TRANSIT shall also request an appointment to enter the premises used by the Proposer for the purpose of inspecting vehicles that are used to provide services under the Contract.

- C. If any work performed, including but not limited to operations, maintenance, and administrative, is not in conformity with the requirements of the Contract, MARITIME METRO TRANSIT shall have the right to require the PROVIDER to perform the work again in conformity with such requirements at no increase in the total Contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, MARITIME METRO TRANSIT shall have the right to: (1) require the PROVIDER to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract; and (2) reduce the Contract price to reflect the reduced value of the work performed. In the event the PROVIDER fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, MARITIME METRO TRANSIT shall have the right, either by contract or otherwise, to have the work performed in conformity with the Contract requirements and charge to the PROVIDER any costs to MARITIME METRO TRANSIT that are directly related to the performance of such work, or terminate the Contract for default.
- D. MARITIME METRO TRANSIT intends to monitor performance of this contract closely. Techniques that will be used to assess the PROVIDER'S performance include, but are not limited to, radio and phone system monitoring, on-screen service monitoring, dispatch center inspection, field investigation and random facility and vehicle inspections. The PROVIDER must recognize that strict adherence to the contract terms and conditions in providing safe, clean, reliable, client-friendly, cost-efficient service to individuals with disabilities is of paramount importance. Poor performance on the part of the PROVIDER resulting from a failure of the PROVIDER in exercising due diligence in the performance of the tasks listed herein may result in contract suspension or termination. MARITIME METRO TRANSIT will also have the ability to review all of the PROVIDER'S financial records, including documentation on ridership and cash receivables.
- E. Through the course of the contract, MARITIME METRO TRANSIT will conduct safety audits (ride checks) in the area of defensive driving, passenger relations, on-time performance, and scheduling. Any performance problems discovered during these audits shall be addressed by the PROVIDER to MARITIME METRO TRANSIT's satisfaction.

3.17 LACK OF FUNDS

- A. The entering into of the Contract by MARITIME METRO TRANSIT is subject to its receipt of Federal, State, and Local funds adequate to carry out the provisions of the Contract in full.
- B. MARITIME METRO TRANSIT may cancel or reduce the amount of service to be rendered if MARITIME METRO TRANSIT determines that such action is in its best interests, or that there will be a lack of funding available for the service. In such event, MARITIME METRO

TRANSIT will notify the PROVIDER in writing thirty (30) days in advance of the date such cancellation or reduction is to be effective.

3.18 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 services with minimal interruption in services to the community, the Contractor agrees to:

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

B. 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.

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. The Municipality will inspect all leased vehicles from the outgoing Contractor before leasing to another Contractor. The Municipality and the outgoing Contractor will negotiate any necessary maintenance or cleaning charges due within one week after the inspection. If the negotiation does not resolve all issues regarding maintenance or cleaning charges for leased vehicles, contact WisDOT for assistance.

SECTION IV - STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS [DOA-3054 (R 03/2019)]

Standard Terms and Conditions (Requests for Bids/Proposals) DOA-3054 (R 03/2019)

- 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.

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.
- 19.4** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 19.5** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 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.
- 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.

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.

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 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.

SECTION V – EVALUATION PROCESS AND CRITERIA

5.1 EVALUATION PROCESS

- A. MARITIME METRO TRANSIT reserves the sole right to evaluate and select the successful proposer. The Evaluation Committee will evaluate all proposals.
- B. Proposals will be evaluated to develop a list of qualified proposers within the competitive range as determined by MARITIME METRO TRANSIT.
- C. MARITIME METRO TRANSIT may invite the proposers within the competitive range to make an oral presentation to the Evaluation Committee.
- D. The highest-rated proposer may be invited to negotiate the final scope of work and per trip fee with MARITIME METRO TRANSIT.
- E. If negotiations with the highest rated proposer are not successful, MARITIME METRO TRANSIT reserves the right to negotiate with the next best evaluated proposer.
- F. The recommendation for selection will be made on the basis of qualifications, demonstrated competence, and technical response to the RFP.
- G. Final selection will be made by the MARITIME METRO TRANSIT Commission, and will be binding only after award of the contract.

5.2 EVALUATION CRITERIA

This is a Request for Proposal for the purchase of services. The award decision is not based solely on price and factors other than cost alone will be reviewed and evaluated. The following items comprise the Evaluation Criteria, with the weighted point system for each criterion listed.

Table 1 - RATING CRITERIA

- A) Qualifications and Experience Twenty (20) Points**
- o Experience in providing quality transportation for the elderly and disabled.
 - o Quality of service, client satisfaction. References will be utilized in this area.
 - o Financial stability.
 - o Ability to meet proposal requirements.
- B) Personnel and Training Fifteen (15) Points**
- o Qualifications of Project Manager and supervisory staff and personnel.
 - o Adequate, qualified staffing available to provide services.
 - o Quality of and adherence to Personnel, Training and Safety programs
 - o Ability to communicate clearly in both verbal and written formats.
- C) Planning, Coordinating, and Reporting Fifteen (15) Points**
- o The applicant has demonstrated quality of scheduling and dispatching of rides.
 - o The applicant has appropriate computer hardware and software for dispatching, scheduling and record keeping/reporting purposes. This is to include GPS tracking and a platform to share information such as trip denials, complaints, incidents & accidents.
 - o Ability to apply resources in a manner that will maximize effectiveness and efficiency.
 - o Complete and easy-to-read and understand report documents.
- D) Operating Capacity and Capability Ten (10) Points**
- o Adequate staffing, vehicles, and resources are available to provide services.
 - o Contingencies for excessive demand.
 - o On-time performance, complaints, safety record.
- E) Vehicles, Maintenance and Facilities Ten (10) Points**
- o Quality and condition of vehicles.
 - o Quality and condition of facilities and equipment.
 - o Suitability of vehicles proposed for service.
 - o Suitability of proposed maintenance program including staffing, level of expertise, maintenance records, and reporting procedures.
 - o Vehicle inspections.
 - o Vehicle maintenance schedules and adherence.
- F) Proposals Ten (10) Points.**
- o The extent to which the firm's proposal demonstrates creativity and a sound, thorough understanding of the scope of the undertaking and its contribution to the transit system.
 - o The intent to which the provider intends to utilize creative measures in service provision that yields effectiveness due to the multi-tiered service offerings of the City/County joint venture through a unified dispatch system.

G) Proposed Cost

Twenty (20) Points

- o The competitiveness of the cost

Financial Component Formula for proposals received:

The financial component shall be scored by the Procurement Administrator based on the following formula example provided below. The scored proposed cost per service hour is the average of the five-year per-ride rate of the contract. For example, a provider bids \$15.00 a trip in the first year of the contract, with an increase of

1.50% per year for each remaining year of the contract:

Year 1: \$15.00 per ride

Year 2: \$15.23 per ride

Year 3: \$15.45 per ride

Year 4: \$15.69 per ride

Year 5: \$15.92 per ride

TOTAL: \$77.29 / 5 years = \$15.46 PER SERVICE TRIP EVALUATED SCORED COST

This calculation is done for each type of program bid on in this request for proposal (see sample scoring form on the next page).

Sample Scoring Form for each Vendor

Vendor Name: _____

Reviewer: _____

Date: _____

Qualifications and Experience **Up to Twenty (20) Points**

Total score for this section is multiplied by .20 as this represents 20% of the evaluation.

Score Awarded _____ x .20 (20%)= _____

Personnel and Training **Up to Fifteen (15) Points**

Total score for this section is multiplied by .15 as this represents 15% of the evaluation.

Score Awarded _____ x .15 (15%)= _____

Planning, Coordinating, and Reporting **Up to Fifteen (15) Points**

Total score for this section is multiplied by .15 as this represents 15% of the evaluation.

Score Awarded _____ x .15 (15%)= _____

Operating Capacity and Capability **Up to Ten (10) Points**

Total score for this section is multiplied by .10 as this represents 10% of the evaluation.

Score Awarded _____ x .10 (10%)= _____

Vehicles, Maintenance and Facilities **Up to Ten (10) Points**

Total score for this section is multiplied by .10 as this represents 10% of the evaluation.

Score Awarded _____ x .10 (10%)= _____

Proposals **Up to Ten (10) Points.**

Total score for this section is multiplied by .10 as this represents 10% of the evaluation.

Score Awarded _____ x .10 (10%)= _____

Proposed Cost **Up to Twenty (20) Points**

Total score for this section is multiplied by .20 as this represents 20% of the evaluation.

Program	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Average
City ADA						
County Elderly						
County Rural Route						
County Rural Non-Route						
Total						

Vendor Price Comparison on **Total Average Cost** of the 5-years:

- Lowest Vendor receives 20 points,
- Second lowest Vendor receives 16 points,
- Third lowest Vendor receives 12 points,
- Fourth lowest Vendor receives 8 points,
- Fifth lowest Vendor receives 4 points,
- All other vendors receive 0 points.

Vendor Placement_____ (First, second, etc.)

Score Awarded_____ x .20 (20%)=_____

TOTAL SCORE_____

SECTION VI - PROPOSAL SUBMISSION REQUIREMENTS

Note: Section VI contains proposal requirements. The CITY reserves the right to modify the conditions stated herein, and to add or delete conditions prior to Contract execution.

REQUIRED ELEMENTS OF PROPOSALS

Proposals shall provide a straightforward, concise delineation of the PROVIDER's capability to satisfy all of the elements and requirements of the RFP both in content and in sequence. Each proposal shall be submitted in the requested format and provide all pertinent information, including, but not limited to, information relevant to operating and maintenance capability, key personnel assignments, specifications/scope of work completion, schedules, required forms, and price. Proposers will submit, in separate, sealed envelopes, a technical proposal and a price proposal. The price proposal will show the proposed cost per trip for each service type and for each of the three years of the Contract. Each proposal shall be signed in ink by a duly authorized officer of the company.

- 1) **Cover Letter:** A brief letter signed by an officer of the responding organization, stating that the information contained in the submission is accurate and complete as of the date of submission.
- 2) **Table of Contents:** Each proposer shall include an outline of the proposal, identified by sequential page number and by section reference number and section title as described herein.
- 3) **General Information and Qualifications (form):** This form should include the PROVIDER's company name, address, and phone number, along with the name of the contact person who will be authorized to make representations for the organization. Also included should be the legal status of the organization as well as whether or not any officer or partner of the organization failed to complete a Contract, and if so, the circumstances involved.
- 4) **Statements of Qualifications, Experience and Organization Relationships:** These Statements shall include, but not be limited to, the following information:

Experience: A statement supporting the proposer's ability to perform the terms of the Contract. The statement should stress innovations and accomplishments. The statement should include a list of all entities, public and private, for which the proposer has provided paratransit services during the past five years including an identification of the services rendered, any assets provided, and the current status of the proposer's involvement in those services. This list shall include the addresses and telephone numbers of such entities as this list may be used as a reference.
- 5) **Innovation:** Identify opportunities to increase the availability of transportation services to people in rural Manitowoc County. Outline these opportunities and an action plan that leads to implementation.

- 6) **Key Personnel:** A proposed management program that addresses the level of project-related administrative staff. A listing of the Project Manager and any other key personnel with resumes (limited to one page per person) illustrating their qualifications for each position. If a sub-Proposer is proposed, describe the arrangement as well as the sub- Proposer's role in the project.
- 7) **Personnel Program:** A Personnel Program including, at a minimum, recruitment, hiring, promotion and firing policies and practices with written standards of conduct and performance required of employees, and standards of and criteria for employment. The Personnel Program shall include the estimated number of employees to be utilized by the PROVIDER by job category, and the functions and responsibilities of each job category.
- 8) **Employee Training Program:** A proposed program for training of vehicle operators, supervisors, dispatchers and maintenance personnel. The number of hours of training and types of training to be provided each employee in each position shall be specified.
- 9) **Safety and Accident Reduction Program:** A safety program including, at a minimum, elements regarding safety of employees and passengers. Areas covered shall include operational safety with and without passengers aboard, traffic safety, accident reduction and mitigation, crime prevention, accident reduction and prevention, safety for mechanics and service personnel and all employees, including those involved in technical and/or hazardous activities. The Safety Program shall comply with any applicable Federal regulations of O.S.H.A. and any applicable Federal, State or local safety or environmental law, regulations, rules, codes, or orders.
- 10) **Vehicle Listing Form (if applicable):** A description of the vehicles, other than the vehicles supplied by the CITY and COUNTY, that the Proposer intends to use to provide the requested services for each year of the Contract. The description shall include for each vehicle, at a minimum: the year, model and mileage of the vehicle; whether the vehicle is equipped with a lift or ramp; the seating capacity of the vehicle; and the number of securement areas in the vehicle including the type of securement devices installed. Also list and note those vehicles that will be leased from the CITY or COUNTY for the purpose of providing services relating to the programs under this agreement.
- 11) **Vehicle Maintenance Program:** A description of the proposer's vehicle maintenance program including, but not necessarily limited to: staffing, level of expertise, maintenance actions and frequency, including preventive maintenance and reporting forms.

All vehicles whether leased or owned shall be maintained equal to or beyond the specifications of the manufacturer. Maritime Metro Transit reserves the right to inspect vehicles, vehicle records and vehicle maintenance records, to determine compliance with this requirement, at any time. The Proposer will provide the maintenance program intended to be used with each Revenue Vehicle.

- 12) **Scheduling and Dispatching:** A description of the proposer's scheduling and dispatching system and procedures including a description of the computer system and software to be utilized by the proposer for scheduling and dispatching. Special attention shall be given to detail specifically the PROVIDER's plans to maximize efficiency in dispatch and ridership type determination.
- 13) **Service Monitoring:** A description of how service is to be monitored and who will monitor it, with the minimum qualifications of persons who will be assigned this responsibility. A description of the proposed level of supervision on the street, what is expected of supervisors and how they will monitor performance.
- 14) **Customer Complaints:** A description of the proposed process for reporting and addressing customer complaints.
- 15) **Records & Reports:** A description of the manner in which operational, maintenance, financial and other pertinent records shall be maintained under the contract. Please provide samples of the reports you will be using to conform to the reporting requirements in this proposal. The report forms should include, but are not limited to; driver trip sheets, service/customer complaints, accident, pre-trip & post-trip, ridership, and vehicle maintenance work orders. Indicate if any of the reports are “canned” software reports that cannot be modified.
- 16) **Financial Statements:** Each Proposer shall provide a copy of its audited financial statements (including Balance Sheets, income Statements, and a description of assets and liabilities) for the last five years, together with the financial statements of any parent or affiliated company of the Proposer for the same period. This section shall include relevant information regarding the organizational stability and strength of the Proposer, the state of incorporation if the Proposer is a corporation, and financial references.
- 17) **Proposal Modifications for Consideration:** Describe any suggestions that would lower your cost per trip (for example, providing lower cost per trip rides during parts of the day, defining the service area into zones that are more cost effective to the PROVIDER, schedule or route changes, etc.) All services listed in the scope of the services must be provided. This section will be an important part of PROVIDER determination by the review committee.
- 18) **EEO/Affirmative Action Plan (as applicable):** An Equal Employment Opportunity Program, including an Affirmative Action Plan (in compliance with Federal law) that includes persons with disabilities and disabled veterans.
- 19) **Disadvantaged Business Enterprise (DBE) Information:** A statement indicating proposer will comply with DBE goals or demonstrate good faith efforts to comply with DBE goals established under the Contract. If the prime PROVIDER qualifies as a certified DBE or is joint venturing with

a certified DBE, a copy of the DBE certification(s), and a description of the dollar value of the proposed work that he/she intends to perform with his/her own forces, together with a statement of the percentage interest in the Contract held by the joint venturer DBE.

- 20) **Statement of insurability:** A statement of insurability from a reputable insurance company.
- 21) **Proof of Bondability:** A statement from a reputable financial institution stating that the PROVIDER is financially capable of executing and fulfilling the requirements of this RFP.
- 22) **Debarred Bidder's List Information:** A certification addressing the debarment and suspension status of the PROVIDER or any of its principals.
- 23) **Bid Opportunity List:** Each proposal must include a completed Bidder's List which consists of all firms that are participating or attempting to participate on DOT-assisted projects. For every firm, the following information must be included: 1) Firm name, 2) Firm address, 3) Firm's status as a DBE or non-DBE, 4) The age of the firm, 5) The annual gross receipts of the firm. The list must include all sub-consultants contacting the proposer/offeror expressing an interest in participating in the proposal.
- 24) **Additional Data:** The proposer may include any other data it deems essential to the evaluation of the proposal. This section has specific reference to the types of data listed below. This section is limited to a maximum of five pages in length.
 - a. References from past clients. References must include client name, address, telephone number, brief description of the project, list of design team members and responsibility and the name and phone number of the client's project manager.
 - 2) Standard brochures and promotional material.
 - 3) Pictorial material of the type to be used in marketing and promotion.
 - 4) Generalized narrative of a non-specific nature.
- 25) **Cost/Price Submittals:** Each proposer shall submit a proposed per trip cost. Each proposer shall be prepared to justify its per trip cost during any discussions held with the CITY prior to Contract award.
- 26) **Cost Proposals (Forms A, B, C):** Each proposal shall include a proposed per trip cost. The attached worksheets must be used to detail the expenses and per trip cost during each year of the three-year period as well as the two option years. It is incumbent upon the PROVIDER to anticipate costs for the duration of this contract.
 - A) If the per trip cost will vary depending on the actual number of rides, the proposal must indicate that fact. The proposal must then provide the actual per trip cost by level of ridership or provide the formula or method that will be used to calculate or adjust the per

trip cost based on the actual number of riders.

- B) The Proposer may submit a "Single PROVIDER Proposal" for all the services or individual proposals for each specific program in the RFP. The three programs are:
 - a. ADA Eligible
 - b. Rural Paratransit (Disabled, Non-ADA) and;
 - c. Elderly

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

Instructions:

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

	Year 1 12 Months	Year 2 12 Months	Year 3 12 Months	Year 4 (option) 12 Months	Year 5 (option) 12 Months
Initial 5 years	Jan. 1, 2022 Dec. 31, 2022	Jan. 1, 2023 Dec. 31, 2023	Jan. 1, 2024 Dec. 31, 2024	Jan. 1, 2025 Dec. 31, 2025	Jan. 1, 2026 Dec. 31, 2026
Cost Per Trip Rural Route					
Cost Per Trip Rural non- Route					

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

Instructions:

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

	Year 1 12 Months	Year 2 12 Months	Year 3 12 Months	Year 4 (option) 12 Months	Year 5 (option) 12 Months
Initial 5 years	Jan. 1, 2022 Dec. 31, 2022	Jan. 1, 2023 Dec. 31, 2023	Jan. 1, 2024 Dec. 31, 2024	Jan. 1, 2025 Dec. 31, 2025	Jan. 1, 2026 Dec. 31, 2026
Cost Per Trip					

FORM C: PROPOSAL PRICING FOR ADA PARATRANSIT SERVICE

Instructions:

- Submit one (1) copies of your proposal pricing in a separate sealed envelope clearly marked (can be submitted in same envelope with the other two (2) program Proposal Pricing sheets).
- Provide pricing for transportation services for persons with disabilities who cannot use the fixed route bus service. Service is limited to areas that are within ¼ mile of the fixed route service.
- MARITIME METRO TRANSIT operates fixed route bus service throughout the cities of Manitowoc and Two Rivers.
- All other factors in this price proposal remain consistent with the Scope of Services contained in this RFP. It is incumbent upon the PROVIDER to anticipate cost for the duration of this contract.
- In the table below, fill in the cost of providing **origin-to-destination** transportation services. This amount is equal to the per-trip amount billed to MARITIME METRO TRANSIT for rides provided by the Proposer.

	Year 1 12 Months	Year 2 12 Months	Year 3 12 Months	Year 4 (option) 12 Months	Year 5 (option) 12 Months
Initial 5 years	Jan. 1, 2022 Dec. 31, 2022	Jan. 1, 2023 Dec. 31, 2023	Jan. 1, 2024 Dec. 31, 2024	Jan. 1, 2025 Dec. 31, 2025	Jan. 1, 2026 Dec. 31, 2026
Cost Per Trip Origin-to- destination					

AFFIDAVIT OF NON-COLLUSION

Solicitation Number: QE-21-5

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: _____

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)

APPENDIX A -SERVICE CHARACTERISTICS

This Appendix provides detailed information on the operational requirements of the three (3) services currently provided by the CITY and COUNTY of Manitowoc. The CITY, in collaboration with the PROVIDER, may amend these service characteristics during the term of the Contract. All changes shall be within with the original scope of this RFP. Costs associated with the changes in service characteristics shall be consistent with the price structure established from this RFP.

BACKGROUND

Federal and State transportation assistance programs promote the general public health and welfare by providing financial assistance to municipal and county governments providing transportation services for the general public, elderly, disabled, to improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to people who chose public transportation as well as people who would not otherwise have an available or accessible method of transportation.

PROVIDER

The PROVIDER must be properly licensed to provide elderly and specialized transportation service for people with disabilities and must be in compliance with all applicable Federal, State, and local codes, regulations, and licensing requirements as well as applicable State motor vehicle codes and licensing requirements.

Name of Project: CITY ADA PARATRANSIT

A. **Definition of ADA Eligible:** Persons traveling within the service area, who, due to a disability, are unable to use fixed route transit service and are certified as able to receive complementary paratransit services as provided for under the Americans with Disability Act.

B. **Service Description:** The paratransit service to be provided is origin-to-destination service.

Origin-to-destination service includes:

- Curb-to-curb service
- Pick up and drop off at an accessible location for the passenger
- Assistance boarding and alighting the vehicle (as requested by the passenger)
- Passenger co-payment for the ride

Passengers who require assistance to and from the vehicle may request premium paratransit service.

Premium paratransit service includes:

- Assistance from first door of the origin to the vehicle, and assistance from the vehicle to the first door of the destination
- Passenger premium co-payment for the ride

This description is subject to change as a result of changes to the CITY's ADA Paratransit service policy, Federal law or revisions to guidance from the FTA.

It is not the intent of this service to leave any person abandoned. In the event the Proposer is required to provide passenger assistance from the curb to a door, the PROVIDER will record this activity.

C. **Service Area:** The service area for people who are ADA certified will include, but be limited to the general geographic area served by Maritime Metro's fixed route service consistent with the definition of minimum ADA service area, that is service within 3/4 of a mile from a fixed route. This generally includes the areas within the City limits of Manitowoc and Two Rivers, but due to the three-quarter mile definition, may extend outside the City limits or exclude certain areas within the municipal borders.

- 1) All trips must have both their origin and destination within the service area as defined above.
- 2) The service area is subject to change. Circumstances which might require a change might include expansion/Contraction of the fixed route system, and/or negotiation with participating or nonparticipating municipalities.

D. **Current CITY Owned Vehicles to Be Used For Transport:** Please see Exhibit A

E. Time of Service:

- 1) Service is provided Monday through Friday from 5:00 AM to 8:00 PM and on Saturday from 9:00 AM to 4:00 PM. Service is only provided on days that MARITIME METRO TRANSIT operates regular fixed-route bus service. There is no service on Sundays or holidays.
- 2) The anticipated completion time of a trip is expected to be no later than the ending time of service set forth in the paragraph above.

F. Requests for Service:

- 1) Customers may make reservations for service between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday via local or toll-free telephone calls. Office hours should be held at a minimum of 8:00am to 4:00pm, Monday through Friday.

G. Passenger Eligibility:

- 1) MARITIME METRO TRANSIT determines passenger eligibility and issues identification cards to eligible patrons. The PROVIDER shall be responsible for verifying passenger eligibility. Payment will be made according to passenger eligibility, not according to the vehicle assigned.
- 2) The PROVIDER shall only provide service under this Contract to those eligible for the service.

H. Passenger Revenue Policy:

- 1) The passenger co-pay (also called a fare) shall be established by the CITY for a one-way trip. The fare on January 1, 2022 will be \$3.00 for origin-to-destination service. This co-pay is subject to change during the course of the contract. The PROVIDER is responsible to collect all passenger fares, and will retain and credit these against the amounts to be billed to MARITIME METRO TRANSIT. The PROVIDER may be required to sell pre-paid fares to clients without a service fee. The PROVIDER shall track revenue information (i.e. fares sold) separately from passenger information (rides given).
- 2) Each one-way trip requires the payment of a co-pay. Each time a passenger exits a vehicle, a trip is considered to have been completed. Accordingly, round-trip service is considered two (2) one-way trips.
- 3) Maritime Metro has a one-tiered certification system for certified users. The successful PROVIDER will be able to handle this fare structure.

I. **Actual and Estimated Ridership:**

Participation in the paratransit program within the Cities of Manitowoc and Two Rivers is restricted to those persons who have been certified as unable to use Maritime Metro fixed-route bus service due to a mobility- limiting disability as defined in the Americans with Disabilities Act (codified under Title 49 of the Code of Federal Regulations (CFR)) Part 27.

The past usage of this service is shown in the following table:

Year	ADA Rides	% Ambulatory
2016	5137	24%
2017	6773	14%
2018	5838	18%
2019	6860	20%

*2020 statistics not included in the table due to the skewed data from COVID in 2020

Volume is variable and the PROVIDER shall accommodate any and all actual volume.

Information is for illustrative purposes, but is not warranted.

J. **One Way Trips:** A trip is defined as authorized travel by a qualified program participant between two points located only within the service area as defined. A trip has been completed when a passenger is picked up at his/her origin and dropped off at his/her destination. A minimum of thirty (30) minutes may elapse between drop-off and re-pickup of a passenger. Re-pickup of a passenger within the thirty (30) minute period is as the discretion of the PROVIDER.

K. **Attendants/Guests:** Each ADA certified disabled program participant will be allowed one qualified attendant if necessary and pre-approved by MARITIME METRO TRANSIT. Such personal care attendants are not charged a fare and are not billed to MARITIME METRO TRANSIT as a passenger.

Attendants must be picked up and dropped off at the location where the certified rider boards and alights. All use of attendants should be recorded in the driver trip log.

The PROVIDER is not required to provide an attendant for ADA program participants.

Guests of the passenger are allowed, if room permits, and must pay a full fare.

L. **In-Vehicle Time/Shared Ride Service:**

- 1) Passengers shall not spend more than sixty (60) minutes in a vehicle during a trip.
- 2) The PROVIDER will attempt to group passengers in vehicles to the maximum practical extent consistent with ambulatory ability, ride time, on-time performance and trip completion requirements.
- 3) The PROVIDER may seek efficiencies in trip combination such that ambulatory riders share rides with non-ambulatory riders in ADA vehicles such that either rider type share rides with material transports such as meals.

On-Time Performance:

- 1) Trips will be considered "on-time" only if the PROVIDER picks up the passenger within the on-time window. The on-time window starts fifteen (15) minutes before and ends fifteen (15) minutes after the passenger's scheduled pick-up time.
 - 2) The PROVIDER may negotiate pick-up times with the passenger, but may not require a passenger to schedule a trip to begin more than one hour before or one hour after the desired departure time.
 - 3) The PROVIDER is required to complete 95% of all scheduled trips on an "on-time" basis as defined herein through each month of the Contract. Within six (6) months of the start of this Contract the PROVIDER will have a means of measuring, reporting and demonstrating compliance with this provision.
 - 4) The PROVIDER is required to accommodate 75% of all unscheduled "return trips" and fixed route requests within 60 minutes of the request and all such trips within 90 minutes.
- N. **Smoking, Eating and Drinking:** PROVIDER will ensure that passengers do not smoke (vape or chew), eat or consume beverages while on board a revenue Vehicle except when there is a valid medical reason.
- O. **Wheel Chair/Seat Transfers:** The PROVIDER may request users of mobility devices to transfer to a seat. However, the passenger may refuse to transfer, and must be provided with the requested trip.

Name Of Project: RURAL PARATRANSIT (NON-ADA) TRANSPORTATION (85.21 FUND)

- C. **Definition of Rural Paratransit:** Any person who is not served by a paratransit route who is unable to utilize a standard vehicle due to a physical or mental disability.
- B. **Current COUNTY Owned Vehicles To Be Used For Transport:** Please see Exhibit A
- C. **Time of Service:** Service is provided Monday through Friday from 8:00 AM to 4:00 PM.
- D. **Service Area:** Any area of Manitowoc COUNTY outside the ADA paratransit Service Area as defined by the Maritime Metro Transit System. This transportation is provided Monday through Friday.
- E. **Routes:** Holiday House, New Beginnings clients and Day Care clients have a regular route past each passenger’s residence. Other transports are provided on an as needed basis, allowing for door-to-door service if necessary.
- F. **How to Request Service:** Reservations must follow current ADA requirements by contacting the PROVIDER. The PROVIDER is required to accommodate 75% of all unscheduled “return trips” within 60 minutes of the request and all unscheduled "return trips" within 90 minutes.
- G. **Passenger Eligibility:** Persons of any age who have been certified by MARITIME METRO TRANSIT for transport to Holiday House, New Beginnings, Adult Day Care, medical appointments and other appointments.
- H. **Passenger Revenue Policy:** A co-payment of \$1.75 (ambulatory) and \$4.50 (non-ambulatory) for a one-way trip to Holiday House is required. All other trip co-payments are \$4.50 per one-way ride. The PROVIDER is responsible for collecting the co-payment or ride ticket and crediting these revenues back to the CITY.

The past ridership and estimated demand for rural disabled paratransit (Non-ADA) services is shown below.

Year	Rural Disabled
2016	11,564
2017	14,085
2018	13,926
2019	14,208

Volume is variable and the PROVIDER shall accommodate any and all actual volume. Information is for illustrative purposes, but is not warranted.

*2020 statistics not included in the table due to the skewed data from COVID in 2020

I. **Smoking, Eating and Drinking:** PROVIDER will ensure that passengers do not smoke (vape or chew), eat or consume beverages while on board a Revenue Vehicle except when there is a valid medical reason.

Name of Project: ELDERLY TRANSPORTATION (85.21 FUNDS)

- A. **Definition of Elderly:** Ambulatory Individuals who are sixty-five (65) years of age or older and have no means of transportation.
- B. **Current CITY Owned Vehicles To Be Used For Transport:** Please see Exhibit A
- C. **Service Area:** Any area of Manitowoc County. Residence and destination must be within Manitowoc County.
- D. **Routes:** This service is curb-to-curb following no particular (but must be economical) route.
- E. **How to Request Service:** Reservations requests shall be provided to the operator. The PROVIDER is required to adhere to all ADA requirements and accommodate 75% of all unscheduled "return trips" within 60 minutes of the request and all unscheduled "return trips" within 90 minutes.
- F. **Passenger Eligibility:** All Manitowoc COUNTY residents age 65 or over needing rides for purposes related to nutrition, medical and employment that have been certified are eligible. Individuals under the age of 65 who are disabled either through a temporary or permanent condition and are able to get into a car without assistance are also eligible for transportation services. Persons needing transportation to other destinations will be scheduled if capacity exists and only with MARITIME METRO TRANSIT approval.
- G. **Passenger Revenue Policy:** A fare of \$0.75 for a one-way trip to a nutrition site is requested. One-way trips within a community are \$2.00. Trips more than 10 miles will be a fare of \$3.00. Additional stops are also charged a \$0.75 fare. The PROVIDER is responsible for collecting the co-payment or ride ticket and crediting these revenues back to the CITY.

The past ridership and estimated demand for elderly/disabled ambulatory services is shown below:

Year	COUNTY Elderly
2016	9213
2017	9298
2018	9442
2019	10,833

Volume is variable and the PROVIDER shall accommodate any and all actual volume. Information is for illustrative purposes, but is not warranted.

*2020 statistics not included in the table due to the skewed data from COVID in 2020

- H. **Smoking, Eating and Drinking:** PROVIDER will ensure that passengers do not smoke (vape or chew), eat or consume beverages while on board a revenue Vehicle except when there is a valid medical reason.

APPENDIX B – ADDITIONAL INFORMATION PERTAINING TO 85.21 FUNDS

The following additional information may be of assistance to PROVIDER's when preparing proposals:

S.85.21 Allowable Costs

Labor. Wages paid to employees in exchange for labor. Employees may include: drivers, dispatchers, service coordinators, mechanics, administrative, planning or other technical personnel.

Fringe Benefits. Payments made to others on behalf of employees or payments to employees for something other than their performance of work. Payments may include: FICA, pension plans, medical and dental insurance and other insurance, sick leave holidays and vacation.

Materials and Supplies. The cost of materials or supplies consumed from inventory or purchased for immediate use. Materials and supplies are tangible products such as fuel, lubricants, tires, equipment maintenance supplies and parts and office supplies.

Utilities. Payments to utility companies for their resources. Payments include: gas, water, electricity, telephone service, etc.

Liability and Casualty Costs. Payments for insurance programs that protect a project from losses incurred or caused by the project, payments to others for their losses caused by the project.

Taxes. Taxes levied on a project by federal state, and local governments, but not including income taxes.

Purchased Transportation Service. Payment to other organizations for the provision of transportation service.

Other Purchased Services. Payments to other organizations for services supporting the provision of specialized transportation service. These payments could include maintenance of vehicles or other related equipment, professional and technical services, custodial services, temporary help, accounting and auditing.

Leases and Rent. Payments for the use of equipment of facilities owned by other organizations. Items typically include two-way radio equipment and office of

storage space.

Purchase of Equipment. Purchase of equipment with which to provide specialized transportation service.

Travel. This cost includes the expenses of transportation, meals, out of town lodging and related expenses such as parking which are incurred by employees, volunteers and other individuals as authorized by the COUNTY.

Interest. Interest on money borrowed over a short term (one year or less) for operating expenses or over a long term (more than one year) for equipment purchases.

Advertising. Cost of media such as newspapers, magazines, newsletter, radio, television, direct mailing, posters, handouts, etc. Advertising must pertain to the projects of specialized transportation.

Volunteer honorariums and recognition events. Costs of gifts, mementos, dinners and ceremonies in recognition of volunteered services. No more than one event or group of presentations per project per year shall be eligible under this Contract.

Subscriptions and Meetings. The cost of books and periodicals are allowable if they directly pertain to the management, planning and operation of transportation services. Such items must be procured for agency, and not individual, use. Meeting or conference fees are allowable when the primary purpose of the meeting is the dissemination of technical information. Fees for conferences or meetings designed to influence legislation are not allowed.

S.85.21 Unallowable Costs

Depreciation. Depreciation accrued by public operators, depreciation on facilities or equipment purchased with public (federal, state or local) capital grants, depreciation on an intangible asset, and depreciation in excess of the rate used for income tax purposes.

Entertainment. The cost of amusements, social activities, and related costs.

Fines and Penalties. Costs resulting from violations or failures to comply with laws and regulations.

Charitable Contributions and Donations.

Bad Debt. Losses arising from un-collectible accounts or other claims.

Reserve Funds for Future Expenses. State aid may not be saved or carried over from one year to another for any purpose, except as set forth in the Trust Fund Plan.

Lobbying. The cost of any activity designed to influence law making is not allowable.

Advisory Committees or Councils. The cost of advisory committees or councils is not allowed, except when the function of such groups is solely to advise or assist in the preparation of a technical study. The life or term of any such group may not exceed the term of the study,

General Public Administration. The cost of general COUNTY or local government as it incidentally pertains to the activities covered by this proposal, is not allowed. This typically would include meetings of the COUNTY board and its subcommittees.

Construction. The cost of building or modifying fixed facilities such as garages, shelters and other buildings is not allowed.

APPENDIX C – Bid Opportunity List

Instructions

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

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

Prime Contractors and Consultants (*complete all columns*)

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

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

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

APPENDIX D

Federal Required Clauses and Certifications (01/21)

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies (\$1,963,356) fund this contract, in whole or in part (Section 5311 – CFDA 20.509). 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 \$150,000, 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 \$10,000. 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.

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 \$10,000. 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 49 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.
2 CFR Part 1201**

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

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

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

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

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

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 \$50,000 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 over 100,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. 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 \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

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 \$250,000.
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 18 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 CONTRACT

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru ² 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
Contracts above \$100,000/Capital Projects	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

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

FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. 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
2 CFR Part 1201**

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

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 \$50,000 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), 18 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 18 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.

EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000).

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. 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: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third-Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- (d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 - 1. Race,
 - 2. Color,
 - 3. Religion,
 - 4. National origin,
 - 5. Disability,
 - 6. Age,
 - 7. Sexual origin,
 - 8. Gender identity, or
 - 9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1. Recruitment advertising, recruitment, and employment,
 - 2. Rates of pay and other forms of compensation,
 - 3. Selection for training, including apprenticeship, and upgrading, and
 - 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third-Party Participant will comply, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

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 \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

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 \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

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

2 CFR Part 1201

2 CFR 200

FTA Circular 4220.1F

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 complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the 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 contract 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

2 CFR part 180

2 CFR part 1200

2 CFR § 200.213

2 CFR part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, 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) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into

a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

Date: _____

Signature: _____

Company

Name: _____

Title: _____

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 \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

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 \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

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 shortened 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

2 CFR Part 1201 **FTA Circular 4220.1F**

Applicability to Contracts: All contracts in excess of \$250,000 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 Recipient. 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 Recipient. 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 Recipient shall be binding upon the Contractor and the Contractor shall abide by 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 ARRANGEMENTS

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 \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

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

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program 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 U.S. DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

Clause Language

Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

- 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%. WisDOT's DBE transit goal for FFY 2020-2022 is 1.85%. A separate contract specific goal has not been established for this procurement.
- b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. 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 the **RECIPIENT** deems appropriate, which may include, but is not limited to:
 - i. Withholding monthly progress payments
 - ii. Assessing sanctions
 - iii. Liquidated damages, and/or
 - iv. Disqualifying the contractor from future bidding as non-responsible.
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. Prompt Payment - The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.

- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.
- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
 - i. The listed DBE subcontractor fails or refuses to execute a written contract.
 - ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
 - iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - vi. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
 - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
 - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
 - x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and

the reason for the request.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

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 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (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 Parts 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 \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

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.

SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third-party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all third-party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while

using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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 \$10,000. 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.

EXHIBIT A

Vehicle Inventory

The CITY and Manitowoc County will provide revenue vehicles for the duration of the contract. The provider may supply other vehicles to provide revenue rides contained in this RFP; however, the use of other vehicles should only be used to compliment the provided revenue vehicles and not replace them. Please use Table 2 as an inventory of all vehicles owned and licensed by the CITY and Manitowoc County immediately available for transportation service under the proposed contract. Vehicles owned by the CITY and COUNTY shall be leased to the provider for \$1.00 per vehicle per year.

Note: All vehicles used to provide service under this contract are registered and certified as human service vehicles under the state of Wisconsin and must be used only to provide human service transportation services under this contract. All other transportation services especially those provided outside the boundaries of this contract are strictly prohibited unless otherwise directed by the CITY.

Table 2: City of Manitowoc and Manitowoc County Vehicle Inventory

Model Year	Manufacturer	Vehicle Type	Number of Vehicles	Seating Capacity and Type (AMB/WH)	Wheelchair Tie-Downs Per Vehicle	Lift Equipped (Y/N)	Average Miles per Gallon	Two-Way Radio Features	Owner
2016	Startrans	Minibus	1	6/1 or 4/2	2	Yes	7.5	Installed by Provider	City
2019	Startrans	Minibus	2	6/1 or 4/2	2	Yes	7.5	Installed by Provider	City
2022	Startrans	Minibus	2	6/1 or 4/2	2	Yes	7.5	Installed by Provider	City
2016	Freightliner	Bus	1	4/7	7	Yes	7	Installed by Provider	County
2015	International	Bus	2	26/3	3	Yes	7	Installed by Provider	County
2015	International	Bus	1	26/3	3	Yes	7	Installed by Provider	County
2015	International	Bus	1	26/3	3	Yes	7	Installed by Provider	County