

Request for Proposals

Washington County Transit Services

Washington County Transit

Proposal #TRAN25-14

2025



ISSUED 07/10/2025
WASHINGTON COUNTY TRANSIT SERVICES
900 LANG STREET
WEST BEND WI 53090
262-335-4435

Advertisement

Request for Proposals

To Operate Shared-Ride Taxi Service in Washington County WI

Proposal #TRAN25-14

Sealed proposals are invited for the operation of the Washington County Shared -Ride Taxi Transit Services for Washington County Transit (WCTS) and will be received on or before August 12th, 2025 by 10:30 AM (CST). This request is for a two (2) year period with the option of 3 one-year renewals (five-year total contract) beginning 1/1/2026.

The RFP packet for this request will be available starting July 10th, 2025. You may access the bid packet through Vendor Net at <https://vendornet.wi.gov>

The minimum qualifications for firms interested in this request include but are not limited to the following items: 1) having knowledge of and experience with public transit operations and related Federal and State Transportation Program Funding, 2) financial stability and ability to function as a going concern, and 3) the ability to secure the liability insurance as required.

The award to be let under this solicitation is subject to financial assistance contracts between Washington County and the U.S. Department of Transportation, Federal Transit Administration and the Wisconsin Department of Transportation. The successful contractor will be required to comply with all applicable Federal and State regulations pertaining to public transit services and assistance funds, including equal opportunity and disadvantaged business enterprise regulations (49 C.F.R. part 26.); regulations specified by the Americans with Disabilities Act of 1990 addressing the rights of individuals with disabilities; and regulations specified by 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations. The successful contractor will also be required to certify that it is not ineligible for a federally assisted contract.

Washington County reserves the right to waive any informalities or technicalities and to reject any and all proposals or parts thereof deemed to be unsatisfactory or not in the County's best interest. Furthermore, Washington County reserves the right to cancel any order or contract for failure of the successful firm to comply with the terms, conditions and specifications of the proposal request and/or contract. Washington County reserves the right to award the proposal in the aggregate or by item or like item groups (where applicable) to the lowest responsible, responsive firm who complies with the specifications, service and can meet the requirements of this request.

Roy Hartmann

Washington County

Buyer

REQUEST FOR PROPOSAL

To Operate Shared-Ride Taxi Service in Washington County WI

Proposal #TRAN25-14

SOLICITATION NUMBER (must be included on all proposal documents that are submitted)	TRAN25-14
THIS SOLICITATION CLOSING ON	August 12, 2025 by 10:30 AM CT
Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.	

SUBMIT PROPOSALS/OFFERS TO	Roy Hartmann roy.hartmann@washcowisco.gov and purchasing2@washcowisco.gov
FOR INFORMATION ON THIS PROCUREMENT, CONTACT	Roy Hartmann roy.hartmann@washcowisco.gov and purchasing2@washcowisco.gov
ITEMS OR SERVICES TO BE PURCHASED	Countywide Shared Ride Taxi Program, which is a door-to-door service for trips within Washington County, into Ozaukee County, and into a designated portion of Menomonee Falls.

SIGNIFICANT EVENTS/DATES

ISSUE DATE	July 10, 2025
County Vehicle Inspection	Sunday, July 27, 2025 from 1-3 PM Attendance not required.
LAST DAY TO SUBMIT QUESTIONS	July 30, 2025 by 10:30 AM CT
PROPOSAL CLOSING DATE	August 12, 2025 by 10:30 AM CT
EVALUATIONS BEGIN ESTIMATED	August 13, 2025
EVALUATIONS COMPLETED ESTIMATED	August 20, 2025
Notification of Intent to Award - Estimated	September 16, 2025
ESTIMATED CONTRACT START DATE	January 1, 2026

There will not be a public opening for this RFP

REQUEST FOR PROPOSALS
TO PROVIDE SHARED-RIDE TAXI SERVICES

**In Within Washington County, into
Ozaukee County, and into a portion
of Menomonee Falls**

**Issued By Washington County Transit
Department**

Date Issued July 10, 2025

**Proposals must be submitted no later 08/12/2025, at 10:30AM CT
than**

- Late PROPOSALS will be rejected. PROPOSALS MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the Proposal is due.
- PROPOSALS dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the purchasing office.
- Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. PROPOSALS must be submitted separately, i.e., not included with sample packages or other PROPOSALS.
- Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract.
- Proposer should contact the person named below for an appointment to view the Proposal record. PROPOSALS shall be firm for acceptance for sixty (60) days from date of Proposal opening, unless otherwise noted.
- The attached terms and conditions apply to any subsequent award.
- There will be no public proposal openings

SUBMITTING THE PROPOSAL

Offerors must submit proposals via the following method:

One electronic copy delivered through email, addressed to:

Roy.hartmann@washcowisco.gov
&
Charles.Cofta@washcowisco.gov

The submittal must include all required documentation organized and named as detailed in this RFP. Include the pricing proposal in a separate attachment identified as "Pricing Proposal."

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DEFINITIONS

For the purposes of this Request for Proposal and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

Acceptance Period	The number of calendar days available to the Issuing Agency for awarding a contract from the date specified in this solicitation for receipt of PROPOSALS.
Agency	Washington County Transit
Proposer	The entity submitting a Proposal in response to this RFP.
Contract Administrator	The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract.
Contract Manager	The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
Contract	The final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.
Contractor	The person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency.
Disadvantage Business Enterprise (DBE)	DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.
Mandatory	A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the Procuring Agency. The terms "must," "shall," and "will" are considered mandatory.

May	Indicates something that is not mandatory but permissible.
Procurement Manager	The person responsible for managing this procurement process.
Responsible	A Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.
Responsive	A proposal that conforms in all material respects to the requirements set forth in the RFP.
RFP	This Request for Proposal.
State Holidays	January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31
Supplier:	A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor.
Vendor:	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Proposer or Proposer.

1.0 GENERAL INFORMATION

1.1 General Description

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

1. Scheduled service is normally seven days a week with specific daily hours identified in this solicitation. The service is available to disabled individuals with the contractor responsible for assisting such passengers into and out of the accessible vehicle.
2. Vehicles may be available through a lease arrangement.
3. Vendor must maintain and operate a dispatch system with all vehicles equipped with communication devices to communicate with users and drivers. All user calls must be recorded.
4. The County retains ownership of a dispatch software. The awarded contractor will be required to operate using this platform.
5. Vendor must keep logs and service records for vehicle maintenance.
6. Vendor must all incoming and outgoing reservation-related phone calls.
7. Vendor must keep records of each trip.
8. Vendor must keep driver training and screening information.

1.2 Introduction

Washington County, Wisconsin, is located approximately 40 miles northwest of downtown Milwaukee and covers roughly 435 square miles. The County has a population of over 132,000 residents, with the County seat located in the City of West Bend. Other principal communities include Germantown, Hartford, Slinger, Richfield, and Jackson.

Following the 2020 U.S. Census, Washington County was reclassified as Rural under Federal Transit Administration (FTA) guidelines. As a result, the Shared Ride Taxi program now operates under eligibility rules and funding structures applicable to rural transit systems.

The Washington County Shared Ride Taxi service was launched in 1998 and has grown since. It is funded through a combination of fare revenue and operating assistance from federal (Section 5311), state (WisDOT), and local sources.

This Request for Proposals (RFP) seeks a qualified contractor to operate the County's Shared Ride Taxi service beginning January 1, 2026. The contract will include a two-year base term (2026–2027), with the option to renew for up to three additional one-year terms.

Washington County's Shared Ride Taxi program provides public, door-to-door, demand-responsive transportation throughout the County. Limited cross-county trips into Ozaukee County and the northern portion of Menomonee Falls are included in the service area (map attached). The service operates seven days a week, excluding holidays, and all trips must originate in Washington County.

Specialized Service is available for elderly and disabled individuals who require additional door-to-door assistance. Riders are encouraged to schedule trips at least one day in advance. Same-day ride requests will be accommodated when possible but are not guaranteed. A complete list of service policies and procedures is included in the RFP attachments.

The number of vehicles in daily service varies by time of day and demand. On average, up to 25 vehicles are deployed during peak weekday hours.

Washington County will evaluate proposals based on contractor qualifications, operating experience, and cost of service. Contractors may offset operating expenses with fare revenue generated by the service.

Full details regarding scope, performance expectations, and compliance requirements are provided in the following sections of this RFP.

1.3 Contract Term

One (1) contract will be awarded. The Contract which will cover the period January 1, 2026 through December 31, 2027 **(2-Year Base Contract)**. The contract will contain **three (1) year options**.

Supplier must not invoice agency for any costs accrued prior to this contract start date.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Agency.

1.4 Number of Contracts

It is the intention of the agency to award **One Contract** for the **Services** required in this solicitation.

1.5 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number TRANS25-14 and be directed to the agency Procurement Manager: Roy Hartmann

roy.hartmann@washcowisco.gov

and purchasing2@washcowisco.gov.

Any contact or communication with any employee or officer concerning this RFP except the Procurement Manager is strictly prohibited from the date this RFP is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

1.6 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$1,237,698) fund this contract, in whole or in part (Section 5311). **Applicable Federal clauses are set forth in Appendix I of the solicitation.**

1.7 Contractor Selection

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

1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its personnel program (hiring/firing/retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program.
2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc.), fleet size and description, and record-keeping ability.
3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
4. *Price* - The competitiveness of the Vendor's prices.

1.8 Contract Term Price Options

Proposers must price **two (2)** base year contract prices at the time of proposal submission in order to be considered for award. The price sheet submitted by the successful Proposer will be incorporated in the resultant contract as the contract's Pricing Schedule.

This is a firm-fixed price contract for a base period of **2 years with three 1-year option periods**. Proposers are required to submit a firm-fixed price for the contract base period (first two contract years) that covers all operating and administrative costs of performing the service. For evaluation purposes, Proposers must also submit fixed prices for Option Years (contract years 3, 4 and 5) using a CPI-U fixed at 1.0 percent, even though prices for the option years will ultimately be adjusted by the then-current CPI-U.

The competitiveness of the offered prices will be based on the total price of the sum of Section A.

1.9 Contract Modifications

The resulting Contract must only be used to purchase services within the scope and intent of the original Request for Proposal. Any modifications made to the resulting Contract must fall within the scope of the Proposal.

All modifications must be made in writing and signed by both parties.

1.10 Completeness and Validity of Offers

Vendors must complete and submit all required forms with their Proposals. This includes the "Affidavit of Non-Collusion" which Vendors must submit with their pricing proposal.

Vendors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after Proposals are submitted.

1.11 Correspondence Related to the Solicitation

Questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date.

Any changes in the solicitation (including specification) will be made by amendment issued to all Vendors.

1.12 Reasonable Accommodations

Washington County Transit Agency can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

1.13 Wisconsin Public Records Law

WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise proposer request for records it has designated as proprietary or confidential. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year.

1.14 Federal Public Records Law

The Supplier must maintain the following records which will be available to the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year and the grant has been closed.

1.15 Order of Precedence

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

The following priority for contract documents will be used if there are conflicts or disputes:

1. The Contract Document
2. Official Purchase Order
3. Proposal response as accepted by The Agency
4. The Agency's Published Request for Proposals

2.0 PRE-PROPOSAL CONFERENCE

Washington County Transit will not be hosting a pre-proposal conference.

3.0 PROPOSAL SCHEDULE

Washington County Transit intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended. In the event that the Agency finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

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

Date	Event
July 10, 2025	Issue Request for Proposals (RFP)
July 27, 2025	County Vehicle Inspections 1:00-3:00PM CT (see section 6.13 for location) Attendance not required.
July 30, 2025 By 10:30 AM CT	Due date for submitting questions
Aug 5, 2025	Issue written response to questions - <i>Estimated</i>
Aug, 12, 2025 By 10:30 AM CT	Due date for submitting Proposals - Late submissions will not be accepted
August 13, 2025	Proposal Evaluation Starts - <i>Estimated</i>
Week of August 27, 2025	Oral presentations, as needed (1 hour each, if needed)
September 3, 2025	Call for Best and Final Offers (if needed)
September 9, 2025	Due date for submitting Best and Final Offers (if needed)
September 12, 2025	Final approvals for award - <i>Estimated</i>
September 16, 2025	Notification of Intent to Award - <i>Estimated</i>
September 30, 2025	Issue "Notice to Proceed" - <i>Estimated</i>
January 1, 2026	Contract Start Date – <i>Estimated</i>

4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

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

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Vendors must respond to any questions and forms included throughout this RFP.
- B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating Proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For Proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.
- C. **Proposals received after the due date and time will be considered late Proposals and will not be accepted.** Reliance upon public carriers for delivery of Proposals is at the Offeror's risk. Proposals submitted via fax will not be accepted.

- D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.
- E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package.** The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

5.0 PROPOSAL FORMAT

5.1 Proposal Format

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

Offerors must submit proposals via the following method:

- A. One (1) electronic, each proposal should be in Microsoft Word, Adobe Acrobat, or equivalent format, using 12-point font and a standard 8 ½" x 11" page format.
 - i. Include the pricing proposal in a separate attachment identified as **"Pricing Proposal."**

5.2 Cover Letter

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

6.0 CONTRACT DELIVERABLES

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

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing provided in the Proposal. Failure to meet any minimal deliverables may result in the disqualification of the Proposal. In the event no Vendor is able to meet individual specifications, the agency reserves the right to continue the review of Proposals and to select the Proposal that most closely meets the specifications detailed in this RFP.

The following contract deliverables must be met at no additional cost above the pricing provided in the Proposal.

Before the award of any Contract, the Agency shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Proposal. It is the Vendor's responsibility to acquaint the Agency with these qualifications by submitting appropriate or supporting documentation.

6.1 Minimum Qualifications

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

- A. Maintain and operate an automated dispatch and control system at a centralized office location, staffed (**see section 6.7 for schedule**) hours a day, seven (7) days a week, with a dedicated radio communications system between the dispatch office and vehicle operators.
- B. At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.
- C. The contractor will be required to maintain in accordance to FTA regulations, and store (preferably inside storage) all vehicles used to provide Washington County service, including all vehicles leased from the County.

6.2 General Contractor Requirements

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

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

6.3 Specific Service Requirements

The Contract which will cover the period January 1, 2026 through December 31, 2027 (2-Year Base Contract). This Contract contains (3) 1-year renewal options, each beginning on January 1st.

- A. The Municipality has the option by mutual agreement of the Municipality and the Supplier, to renew for an additional three (3), one-year options following the initial Base Contract term. If the Municipality does not intend to pursue an optional renewal, the Contractor will be notified, in writing, by the Municipality 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).
- B. Contract options will be exercised through issuance of a contract exercise of option citing the option renewal period. Also see paragraph 6.24 titled Continuation of Service.

6.4 Service Area

Service shall be provided within the County of Washington, into Ozaukee County, and into the northern part of Menomonee Falls. (Menomonee Falls service area boundaries include Maple Road to the west; Pilgrim Road to the east and Menomonee Avenue to south, with the exception to include Community Memorial Hospital and Gloria Dei Day Care.) (See Appendix R for Service Area Map).

Riders may schedule one-way trips into Ozaukee County using the Washington County Shared Ride Taxi. However, return trips from Ozaukee County must be arranged independently by riders with Ozaukee County Transit Services.

6.5 Shared-Ride

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

6.6 Service Standards

The Municipality has established service goals for this project as follows:

- A. The passenger pick-up window should be less than 31 minutes from the time set between the passenger and dispatch. The Municipality should be advised when there are problems meeting the passenger response time requirement.
- B. Drivers will assist in loading and unloading of elders or persons with disabilities, and shall / are not required to assist in carrying their parcels or personal effects between the vehicle and the entrance to the business or home.

6.7 Hours of Service - Table 1

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

Monday	5	AM	to	9	PM
Tuesday	5	AM	to	9	PM
Wednesday	5	AM	to	9	PM
Thursday	5	AM	to	9	PM
Friday	5	AM	to	9	PM
Saturday	5	AM	to	8:30	PM
Sunday	8	AM	to	4	PM

6.8 Service Levels/Number of Vehicles/Drivers Required - Table 2

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

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

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12:00 AM							
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM	10	8	10	9	9	2	0
6:00 AM	13	12	14	12	12	3	0
7:00 AM	18	16	18	17	17	3	0
8:00 AM	20	17	19	18	18	3	3
9:00 AM	20	17	19	18	18	3	3
10:00 AM	18	15	17	16	17	3	3
11:00 AM	16	13	15	15	17	3	3
12:00 PM	14	12	13	13	13	2	3
1:00 PM	18	18	20	20	18	4	2
2:00 PM	19	18	19	21	19	4	2
3:00 PM	16	16	16	19	16	4	2
4:00 PM	13	14	14	16	14	4	0
5:00 PM	8	7	9	9	9	3	0
6:00 PM	7	5	5	6	5	3	0
7:00 PM	4	3	4	4	3	3	0
8:00 PM	4	3	4	4	3	2	0
9:00 PM							
10:00 PM							
11:00 PM							

6.9 Weekly Estimated Total Hours

- A. The "total weekly-scheduled vehicle / driver hours" **is 1,123 hours**. Hours are derived and based upon the data provided in Table 1 and Table 2 showing the anticipated needs of the service area at the time of this solicitation.
- B. The total weekly schedule does not account for holidays or special events that could vary hours in these occurrences. The Contractor, with approval by the city, or the city in consultation with the Contractor may vary service hours as necessary to meet varying service needs or annual budgetary constraints. It should be anticipated that any changes should remain reasonably relative to the original estimated scope of hours originally outlined in this RFP.

6.10 Pricing - Hourly Rate, Fare Rate Structure, and Other Charges

Provide your best pricing on pricing proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included in this RFP, in accordance with the terms and conditions of this RFP. Please sign and date Cost Sheet.

Fuel: Pricing excludes fuel, which will be paid for separately by the county, and dispensed at the county owned fuel site (900 Lang Street, West Bend, WI 53090.)

This is a firm-fixed price contract for a base period of two years with 3 1-year option periods. Proposers are required to submit a firm-fixed price for the contract base period (first two contract years) that covers all operating and administrative costs of performing the service. For evaluation purposes, Proposers must also submit fixed prices for (contract years 3, 4 and 5) using a CPI-U fixed at 1.0 percent, even though prices for the option years will ultimately be adjusted by the then-current CPI-U.

NOTE: THIS SECTION IS COMPLETED BY THE PROCURMENT ADMINISTRATOR ONLY AFTER A CONTRACTOR SELECTION IS MADE AND WILL BE BASED UPON THE SUCCESSFUL PROPOSER'S ORIGINAL OR FINAL PRICING PROPOSAL. This Hourly Service Rate includes: Adult, Children, Student, Active-Duty Military, Elders and Persons with Disabilities, Package Delivery, and Program Advertising/Publicity.

- A. All fare levels are set and governed by the Municipality. In the event that the Contractor becomes aware of riders who are under other service programs that

offer or present a different fare rate structure, the Municipality shall be immediately notified.

- B. The Contractor will not act upon or improvise the existing contract Fare Rate Structure unless the Municipality expresses in writing other rates to be acceptable to use.
- C. The Municipality shall work with the provider and/or contractor to honor all tickets for fares sold. If tickets for fares are being sold, they must be tracked. All revenues collected shall be reported on invoices coinciding within the period they were collected.
- D. Washington County has agreements with two medical foundations to provide discounted rides to specific medical facilities. Under these programs, eligible riders are permitted to book trips to approved hospitals and clinics, with a portion of the fare subsidized by the medical foundation. The contractor shall:
 - Treat these trips as standard shared ride trips for scheduling purposes.
 - Record and track trips tied to each foundation using a County-designated rider ID.
 - Train dispatch and drivers to recognize and apply the appropriate fare type.

6.11 Available Vehicles

- A. The "minimum" vehicle requirement for the Contractor may be reduced by the number of vehicles provided by the Municipality as follows:
 - a. The Municipality has 2 vans and 28 accessible vehicles (with a wheelchair accessible ramp or lift) which may be leased to the Contractor at the rate of \$1 per vehicle per year.
- B. Any changes during the contract period involving the minimum number of vehicles required to be provided by the Contractor, or changes to the number of vehicles a Municipality provides may be subject to a negotiated change in the hourly rate of service.

6.12 Reservation Services/Radio Communications/Radio Equipment

- A. The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or up to 24 hours in advance. All radio communications must be compliant with FCC "narrow banding" requirements.
- B. The Contractor must provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system must be compliant with the ADA regulations. The Contractor must also make available to the city and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.
- C. The Municipality cannot provide the necessary communication equipment, therefore the Contractor is responsible for providing the suitable types of equipment to perform the required communication services of this solicitation. This includes phone call recording software.
- D. The contractor shall record all incoming and outgoing reservation-related phone calls. These recordings are required for quality assurance, complaint investigation, and contract compliance.
- a. Recordings must be retained for a minimum of 30 days, or longer upon request by Washington County.
 - b. The contractor shall maintain a secure and accessible archive of recordings and provide requested files to the County within 2 business days.
 - c. The cost of recording, storing, and retrieving these calls is the responsibility of the contractor. Washington County reserves the right to audit a random sample of calls periodically.
- E. **Dispatch Software Usage**
- a. Washington County owns and maintains the shared ride taxi dispatching software currently in use. All vendors are **required** to utilize this system for:
 - Trip scheduling and dispatching,
 - Vehicle tracking (if applicable),
 - Rider manifests, and
 - Trip completion logs and performance reports.
 - **Note:** The County will provide **limited training on system usage** based on available staff knowledge and documentation. It is the responsibility of the contractor to ensure sufficient staff are trained and proficient in using the software for daily operations within 30 days of contract start.
 - Any cost proposal submitted by the contractor should assume **continued use of this software.**

- The County will provide the required tablets for each vehicle for use of the software.

6.13 Maintenance of Leased Equipment

- A. **General Requirements** - The Contractor is responsible for the proper care and preventive maintenance of all leased equipment. All Municipality-leased equipment shall be used solely for providing the contracted services.
- a. Any necessary repairs to the equipment during the contract period shall be the responsibility of the Contractor. The Contractor shall keep records of all preventative and repair maintenance for leased equipment.
 - b. Any equipment intended to be leased from the Municipality may be inspected prior to submitting a proposal by contacting

Name Charles Cofta

Phone 262-335-7700

Email charles.cofta@washcowisco.gov

- c. Firms may inspect the County Vehicles and Service Records that will be used to provide the services of this request. In order to accommodate this, arrangements have been made for interested firms to inspect the vehicles and maintenance records.
 - i. See Section 3.0 for scheduled inspection window. Inspection will be held at current provider's facilities at 2151 W. Washington Street, West Bend, WI 53095.
 - ii. Prior to initiation of awarded Contractor service, the awarded Contractor will be allowed to perform a vehicle body damage inspection and note all damage present. Any vehicle body damage repairs will be handled by the County or negotiated to be performed by the awarded Contractor.

- B. **Maintenance of Vehicles** - The Contractor is responsible for the proper maintenance of vehicles and equipment in accordance with a WisDOT-approved maintenance plan that at a minimum meets the manufacturer's recommended

maintenance schedule and accepted practices of the transportation industry. The Contractor will be responsible for notifying the Municipality of any accidents or damages for Municipality-leased vehicles within 36 hours of the incident. All Municipality owned vehicles are subject to inspections by the Municipality upon request.

- The contractor will be required to describe/provide its FTA maintenance/FTA preventative maintenance plan and storage plan and/or facilities to be used in the provision of this service. To this end, the contractor will supply tires, lubricants, tools, all spare and replacement parts, and will maintain all operating equipment in good working order.
- All County owned vehicles will be fueled at the County owned fuel station/island.
- The contractor will also be responsible for keeping vehicles in a clean condition through a program which includes exterior washing at least weekly, and daily interior cleaning to remove all dirt and debris. Additional sanitation of high-tough services may be required. Contractor should have a designated employee for vehicle cleaning and inspection. All County owned vehicles leased to provider shall only be used for the provision of County Wide Shared-Taxi Services as stated in the contract. The County can inspect the vehicles at any time and require cleaning or maintenance.
- Washington County Transit Services (WCTS) is seeking an Advertising Contractor (AC) to sell advertisements on the outside of Transit vehicles and provide payment to WCTS for a portion of the revenue generated from these activities. All advertisements and other items affixed to WCTS vehicles by the AC shall not interfere with the normal operation, safety, or routine maintenance of said vehicles. Installation and removal of advertising signs performed at a WCTS facility must be completed Monday – Friday during hours approved by the Shared Ride Taxi Operations Manager. Currently there is no Advertising Contract nor advertisements on WCTS vehicles.

- C. **Communications Equipment** - Should any of the leased equipment become un-repairable, the Contractor shall inform the Municipality within 24 hours to insure proper procedures are followed.
- D. **Dash Cameras** - Washington County will equip all leased vehicles with dash cameras. The awarded contractor is responsible for ensuring that all cameras remain operational and properly secured. The contractor shall routinely inspect

camera equipment for damage, report failures to the County within 24 hours, and perform minor maintenance (e.g., SD card replacements, software updates).

6.14 Contracted Personnel - Selection and Training

- A. Personnel providing required services must be employees of the Contractor. The Contractor shall be responsible for their hiring and training. The Municipality reserves the right to review driver qualifications and performance, and to accept or reject individuals as drivers for this service at any time.
- B. The Contractor shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.
- C. The Municipality and the Wisconsin Department of Transportation shall have access to the Contractor's personnel records upon reasonable notice to the Contractor.
- D. The Contractor shall comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Parts 40 and 655, as amended. A compliant drug and alcohol-testing program must be in place on the effective date of the contract. Drug and alcohol program requirements include but are not limited to a Drug and Alcohol Testing Policy, testing procedures, training documentation, and record keeping.
- E. Contractors shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this contract. This includes but is not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop-off points, wheelchair brake functions, proper tie down and securing of wheel chair passengers; civil rights requirements (e.g., sensitivity training on interacting with persons with disabilities, serving limited English language customers), etc
- F. The contractor shall ensure that all dispatching staff are adequately trained in the use of the County's dispatch software. The County will support the onboarding process by offering a limited introductory training and written resources. However, full system proficiency is the responsibility of the contractor, including any required internal training sessions.
- G. All personnel furnished by the contractor in connection with the performance of the service shall be, and will remain, the employee of the contractor, and will not act as, or represent themselves as, employees of the County.

- H. The contractor shall require all drivers to dress and groom appropriately for the job in accordance with contract requirements and health and safety standards. All drivers shall have picture identification visible on them at all times of operations. The County reserves the right to discuss with contractor any inappropriate attire and require the contractor to take whatever corrective action may be necessary.
- I. The contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP, or any reasonable performance standard established by Washington County. With reasonable cause, Washington County shall have the right to demand removal from the project of any personnel furnished by the contractor.
- J. Washington County will provide training to the awarded vendor on use of the County owned fuel site/island.
- K. The contractor shall ensure that all dispatching staff are adequately trained in the use of the offerer's phone call recording software.

6.15 Insurance

- A. The Contractor shall maintain in full force and effect at all times, during the term of the contract (including any option periods), an insurance policy or policies which name both the Contractor and Municipality as insured against all liability resulting from injury occurring to persons or property by reasons of the operations of the Contractor pursuant to the contract.
- B. Types of insurance are exemplified in (a.) and (b.) to be maintained by the Contractor per the Amount of Coverage shown. If a different type of coverage is chosen other than outlined in (a.) or (b.), the overall coverage amounts must be equal to or greater than the aggregate value of \$1,000,000.

Type of Coverage:		Amount of Coverage
<i>Automobile Liability</i>		
Bodily Injury, Per Accident	(\$500,000.00 minimum)	\$2,000,000
Bodily Injury, Per Person	(\$250,000.00 minimum)	\$1,000,000
Property Damage	(\$250,000.00 minimum)	\$1,000,000
<i>Combined Single Limit</i>	(1,000,000.00 minimum)	\$4,000,000

- C. In addition to liability insurance, the Contractor shall carry physical damage insurance on the vehicles leased from the Municipality for an amount equal to the

Fair Market Value of the vehicles. The Contractor shall also maintain and keep in full force and effect Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Insurance Act and insurance laws of the State of Wisconsin. The Contractor shall provide proof of insurances prior to the effective date of the contract.

6.16 Licensing

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

6.17 Collected Revenues

The contractor will charge cash fares for the service provided in accordance with the fare schedules adopted by the Washington County Public Works Committee. These fares are subject to change.

Prospective contractors may suggest changes to the fare structure. Any changes to the fare schedules or promotional fares, including those proposed at future dates, will be subject to the approval of the Washington County Public Works Committee and shall not be made effective until such written approval is obtained.

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

All operating revenues shall be thoroughly and accurately accounted for and all accounting shall be in accordance with generally accepted accounting principles. All books and records maintained by the contractor will be subject to audit by the County and by the appropriate agencies of the State and Federal Governments at such times as the County or State and Federal agencies deem appropriate.

6.18 Basis of Payment

- A. The Contractor shall invoice only for the actual hours of service (operation) performed during the invoiced period at the contracted hourly rate, less collected revenues received during the invoiced time period.
- B. Invoices shall be submitted for payment to the Municipality and not more frequently than monthly.
- C. The yearly aggregate amount which the Contractor receives under this contract shall not exceed the total annual "not to exceed" amount, unless an adjusted "not to exceed" amount is coordinated and approved by the Municipality in writing.

6.19 Record Requirements

The Contractor shall maintain the following records which will be available to the Municipality and the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the contract year.

- A. **Driver's Logs** - Drivers must maintain daily passenger and vehicle trip logs which shall include, but are not limited to, the following information:
 - a. Driver name and vehicle number;
 - b. Total daily passenger counts;
 - c. Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination;
 - d. If driver logs do not record actual hours, either change driver log and/or procedures or provide additional documentation such as detailed timesheets that accurately reflect actual hours of service.
 - e. Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue by vehicle;
 - f. The daily mileage by vehicle should be recorded to the nearest mile; and
 - g. Package delivery revenues collected.
- B. **Dispatcher Records** - Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:
 - a. The name, address and telephone of the user requesting service;
 - b. The passenger destination and the requested arrival time at the destination;
 - c. Identification number of the vehicle responding to the taxi request;

- d. Estimated passenger pick-up time; and
- e. Package delivery requests.

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

- a. Passenger trips;
- b. Passenger revenue;
- c. Package delivery revenue;
- d. Total miles;
- e. Gallons of gasoline dispensed (**from County Fueling site, the agency will not reimburse for gas purchased form outside the County Fueling site**)
- f. Rent costs
- g. Driver hours (scheduled, worked, paid)
- h. Maintenance Costs

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

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

E. **Drug and Alcohol Testing Program Records** - The Contractor shall maintain up-to-date information and records documenting the drug and alcohol testing program. The information on these records shall be reported annually to the Federal Transit Administration (FTA) on the forms provided by the Wisconsin Department of Transportation.

F. **Dash Camera Records** - The contractor must download and securely store video footage related to customer complaints, safety incidents, or service-related events. Video recordings shall be retained for a minimum of 30 days, or longer if required by law or during an ongoing investigation. The contractor is responsible for responding to video evidence requests from County staff within 2 business days and providing

requested clips via secure, shareable digital format. The County will provide initial training on camera operation and video retrieval. Routine monitoring, issue triage, and file retention protocols are the responsibility of the contractor.

- G. **Call Recording** - The contractor shall record all incoming and outgoing reservation-related phone calls. These recordings are required for quality assurance, complaint investigation, and contract compliance. Recordings must be retained for a minimum of 30 days, or longer upon request by Washington County. The contractor shall maintain a secure and accessible archive of recordings and provide requested files to the County within 2 business days. The cost of recording, storing, and retrieving these calls is the responsibility of the contractor. Washington County reserves the right to audit a random sample of calls periodically.

6.20 Complaints

- A. The Contractor must receive all complaints regarding the service and record them on a form satisfactory to the Municipality. Complaint records for the current year shall be available for inspection by the Municipality or the Wisconsin Department of Transportation upon demand.
- B. The Contractor must investigate and resolve each complaint within five (5) working days. When the Complaint is resolved, the Contractor shall submit a completed, written copy of the complaint form to the Municipality and to the person filing the complaint.
- C. Complaints involving or pertaining to the Civil Rights Requirements of this contract shall be coordinated and handled with the civil rights process and procedures established by the Municipality.
- D. Contractor must notify Municipality of any vehicular accidents and/or passenger injury incidents, as well as any reportable safety and/or security incidents as defined by the FTA requirements within 24 hours of occurrence.

6.21 Promotion and Publicity

- A. The County shall be responsible for any planning, promotion, or publicity relative to the contract service. The Provider shall be under no obligation to expend funds

for service promotion or publicity with the exceptions of listing and advertisements in the white and yellow pages of telephone directories. The Provider shall be responsible for securing telephone directory listing and advertisements. The Provider may, and is encouraged to, make suggestions and recommendations to the County with respect to rate and fare structures, service planning, service policies, marketing and other matters which may result in improvements of transit service to the community.

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

6.22 Contract Award Document

- A. Pursuant to the intent of this solicitation, made applicable and part to the resultant contract are all parts of this RFP:
 - a. II - GENERAL INFORMATION
 - b. PART III – PRE-PROPOSAL CONFERENCE (If Required)
 - c. PART VI – PROPOSAL SCHEDULE
 - d. PART IX – EVALUATION AND AWARD PROCESS
 - e. PART X – CONTRACT ADMINISTRATION INFORMATION
 - f. PART XII – PROPOSAL PROCEDURE AND INSTRUCTIONS
 - g. PART XIV – PROPOSAL SUBMISSION
 - h. PART XV – SELECTION AND AWARD PROCESS
 - i. APPENDIX D – PROPOSER INFORMATION
 - j. APPENDIX E – REFERENCES.

Specifically, the resultant contract must include from this RFP all specified terms and conditions found in:

- PART I – INDEX
- PARTS V - GENERAL PROPOSAL SUBMISSION REQUIREMENTS
- PART VI - SUBMISSION REQUIREMENTS
- PART VII – CONTRACT DELIVERABLES
- PART VIII – PROPOSAL CONTENT
- PART XI – CONTRACT CLAUSES

- PART XIII – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS
- APPENDIX A – PRICING PROPOSAL
- APPENDIX B - PROPOSAL SIGNATURE PAGE
- APPENDIX C - AFFIDAVIT OF NON-COLLUSION
- APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
- APPENDIX G - STANDARD TERMS AND CONDITIONS
- APPENDIX H - SUPPLEMENTAL TERMS AND CONDITIONS
- APPENDIX I – FEDERAL CLAUSES AND CERTIFICATIONS
- APPENDIX J – BIDDERS LIST
- APPENDIX K – DRUG AND ALCOHOL TESTING
- APPENDIX L – Vehicle Inventory and Fleet Maintenance
- APPENDIX M – INSURANCE
- APPENDIX N – RECORD KEEPING
- Appendix O – Washington County Standard Terms
- Appendix P – Monthly Report Template
- Appendix Q – Monthly Invoice Template
- Appendix R – Service Area Map
- Appendix S – Sample Policies and Procedures
- Appendix T – Sample Contract
- Appendix U- Historical Data Highlights

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

6.23 Contract Administration

A. The Contractor shall submit contract-required data and report/s, including complaint reports, within specified times frames to

(name) Charles Cofta

(title/position) Transit Manager/Fleet Analyst

(email) charles.cofta@washcowisco.gov

(phone) 262-335-7700

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

(name) Charles Cofta

(title/position) Transit Manager/Fleet Analyst

(email) charles.cofta@washcowisco.gov

(phone) 262-335-7700

- C. All invoices must identify the Contractor, SRT Services, Contract Number, and Date and shall be submitted in "Original" and copies to

(name) Charles Cofta

(title/position) Transit Manager/Fleet Analyst

(email) charles.cofta@washcowisco.gov

(phone) 262-335-7700

6.24 Continuation of Service (Option Years)

- A. Contract prices for the option years will be adjusted (escalated or de-escalated) based upon the average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items"). The CPI-U value is published by the BLS at its website: <http://www.bls.gov/cpi/news.htm>
- B. At the time of option exercise, prices for the option years will be adjusted (escalated or de-escalated) based upon the then current average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items").
- C. The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in CPI-U from August of the preceding year to August of the current contract year. This information becomes available in mid-September of each year. As a point of reference, the CPI-U twelve-month change from August 2023 to August 2024 was an increase of 2.5 percent.

Below is an **example** of a contract awarded with service to begin in 2018 with a fixed-price Hourly Service Rate (HSR) for the first two contract years:

Base Year HSR	\$24.00
CPI-U applied for 2020 is 1.9 percent change	x 1.019 (actual)
Option Year 1 HSR (Contract Year 3) =	<u>\$24.46 (becomes new "base" price)</u>
Year 3 Base HSR	\$24.46
CPI-U applied for 2021 is 2.7 percent change	x 1.027 (actual)
Option Year 2 HSR (Contract Year 4) =	<u>\$25.12 (becomes new "base" price)</u>
Year 4 Base Hourly Service Rate	\$25.12
CPI-U applied for 2022 is 1.7 percent change	x 1.017 (actual)
Option Year 3 HSR (Contract Year 5) =	<u>\$25.55 (becomes final "base" price)</u>

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

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

6.25 Assignment or Transfer

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

6.26 Termination of Agreement

The Municipality shall have the unilateral right to terminate the Agreement upon ninety (90) days written notice to the Contractor. The Contractor shall have the right to terminate the Agreement upon one hundred twenty (120) days written notice to the Municipality.

6.27 End of Contract Transition

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

- A. Fully cooperate in ensuring an orderly transition of SRT 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.

7.0 PROPOSAL CONTENT

Proposals must include the information listed below in the same order as listed below. With the exception of Section 7.6 Minimum Qualifications, each Offeror's response to these items will be evaluated in accordance with the criteria stated in Section 7 of this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal.

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

7.1 Offeror Identification

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

7.2 Offeror's Legal Status

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

7.3 Chief Executive or Administrator of the Organization

Provide the name and contact information for this individual.

7.4 Offeror's Authorized Representative

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

7.5 Offeror's Business Function

Describe the major business function(s) or activities of the organization.

7.6 Minimum Qualifications

The Minimum Qualifications located in Section 6.1 will be used to determine eligibility to continue to the evaluation phase of this procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

7.7 Service Background

Provide information for transportation services which the Offeror currently provides under other contracts or service agreements.

7.8 Service History

Provide information about your service history. Make sure to include:

- A. Average number of vehicles operating per month
- B. The primary area(s) that your organization served/serves
- C. Length of contracts (start and end dates)

7.9 References

Using **Appendix E - REFERENCES**, provide the names of any agencies for which the Offeror has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Offeror's past performance history.

7.10 Key Personnel

Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsize their background or experience in

delivering the type of services required to support and/or perform any contract resulting from this solicitation.

Provide a resume for each "key" individual assigned to our service contract. Note that the replacement of any individual identified as "key personnel" requires the notice to the Municipality and its prior approval.

7.11 Volunteer Staff

Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. **Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract's base and option years.**

Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.

7.12 Paid Staff

Specifically discuss or describe:

- A. How many full-time employees are currently on staff;
- B. How many part-time employees are currently on staff; and
- C. The minimum hiring criteria for drivers and how compliance is checked.

7.13 Drug and Alcohol Testing

The Offeror shall:

- A. Comply with the following federal substance abuse regulations:
 - a. Federal Transit Administration (FTA) regulation, 49 CFR Part 655, as amended "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".
 - b. U.S. DOT Regulation, 49 CFR Part 40, as amended "Procedures for Transportation Workplace Drug and Alcohol Testing Program".

- c. Requirements are listed on the WisDOT Transit Drug and Alcohol Testing program website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/transit/compliance/d-and-a.aspx>
- B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Parts 40 and 655, as amended. Please see Drug and Alcohol Testing Consortium Price Sheet included in Appendix K for pricing details.
- C. 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 Parts 40 and 655 as amended and review the testing process.
- D. In addition to submitting documentation listed in "E" below, complete **Appendix K** regarding Drug and Alcohol testing program.
- E. Provide the following documentation:
 - i. Drug and Alcohol Policy**
 - ii. Contact information of Drug and Alcohol Manager (DAPM) and/or Designated Employer Representative (DER).**
 - 1. Include Name, Phone, Email
 - iii. Collection Sites**
 - 1. Provide the list of collection sites/facilities.
 - a. Include facility name(s), addresses, services provided (e.g., drug testing, alcohol testing, both).
 - 2. Provide collection site personnel and Breath Alcohol Technicians (BATs) training qualifications.
 - iv. HHS Laboratories**

1. Identify primary lab and secondary lab.
 - a. Include the facility names, addresses, phone.
2. Provide documentation of HHS certifications as listed on SAMHSA.gov

v. Medical Review Officers (MRO)

1. Identify the name and contact information for the MRO and back up MRO to perform the work.
 - a. A back up MRO must be provided and available to act in the absence of the primary MRO.
2. Provide qualification and certification documentation for each MRO.

vi. Substance Abuse Professional (SAP)

1. Identify the names and contact information of at least (2) two SAPs to perform SAP services.
2. Provide documentation and/or verification the SAPs are certificated per www.SAPlist.com

vii. Employee Training

1. Describe how safety sensitive employees are trained.
2. Describe how reasonable suspicion training is required for supervisors/authorize company officials.
3. Describe how training records are documented and maintained.

viii. Records Management

1. Describe record retention schedule.
2. Explain how records are kept in a secure location with controlled access.

ix. Reporting

1. Describe method used to complete FTA's annual Management Information System (MIS) report by March 15th.

x. **Additional Information, as applicable.**

1. If the Offeror does not currently have a Drug and Alcohol testing program that complies with 49 CFR Parts 40 and 655, the Offeror shall describe its timeline and action steps for having a USDOT/FTA compliant Drug and Alcohol testing program in place on the effective date of the contract.

7.14 Training

The proposal must:

- A. Describe the driver training program to be used to ensure that the driver duties and responsibilities under any resultant contract remain in compliance with all contract requirements.
- B. Describe corporate policies on the personal use of communications equipment.
- C. Describe dispatcher training which will be provided to ensure contract compliance.
- D. Attach a copy of the corporate/contract training plan if one is available.
- E. Provide how you will be training staff on use of our dispatch software and past experience with dispatch software.
- F. Provide experience with phone call recording software.
- G. Provide experience with dash camera operations.

7.15 Financial Stability Documentation

- A. *Financial Statement.* In order to determine the Offeror's financial capability, the Offeror must attach a copy of its most recent annual audited financial statement. The Statement must be dated no later than one year from proposal due date.
- B. *Liens and Judgments.* Provide any documentatio and explain any past, current, or pending liens, judgments, or lawsuits against property owned by or otherwise concerning the Offeror and any existing legal suits (pending) against the Offeror

which may potentially impact the Offeror's capability to provide the required contract services solicited by this RFP.

7.16 Vehicle and Fleet Management Capabilities

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

Washington County owns its dispatching software. The software requires a tablet in each vehicle, which are also owned and will be provided by the County.

Vendor must confirm they will use the provided dispatch software.

- B. Describe your present dispatching and vehicle control procedures including
1. Number of Dispatchers during peak periods
 2. Hours of Call-Taking Operations (Saturday to Sunday)
 3. Number of Telephone Lines
 4. Number of one-way trips, exclusive of school trips, scheduled on an average weekday
- C. Vendor must record and retain customer phone calls. Vendor must describe how they will record and retain these records.

7.17 Dash Cameras

Washington County will equip all leased vehicles with dash cameras.

- Vendor must describe how they will ensure all cameras remain operational.
- Vendor must describe how they will retain these dash camera records:
 - The contractor must download and securely store video footage related to customer complaints, safety incidents, or service-related events. Video recordings shall be retained for a minimum of 30 days, or longer if required by law or during

an ongoing investigation. The contractor is responsible for responding to video evidence requests from County staff within 2 business days and providing requested clips via secure, shareable digital format. The County will provide initial training on camera operation and video retrieval. Routine monitoring, issue triage, and file retention protocols are the responsibility of the contractor.

7.18 Fuel Site

Fuel will be paid for and provided by the county, through the County owned fuel site (900 Lang Street, West Bend, WI 53090). Vendor must describe how they will ensure that vehicles are fueled at this fuel site. Please note, the agency will not pay for gas purchased outside of this fuel site.

7.19 Fleet Description

View the table of listed vehicles in **APPENDIX L – Vehicle Inventory and Fleet Management**

7.20 Fleet Maintenance Program

Attach a copy of the Offeror's current vehicle maintenance plan. If no plan exists, use **APPENDIX L – Vehicle Inventory and Fleet Maintenance** to describe in complete and sufficient detail the Offeror's preventive and corrective maintenance programs.

- Note which activities are performed directly by the Offeror and which activities are subcontracted to other entities.
- If the Offeror anticipates using a different maintenance program for the services being solicited here, describe that program in complete and sufficient detail.

7.21 Insurance Coverage

Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions in **Appendix M – Insurance (see required coverages page)**

7.22 Record-Keeping

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

7.23 Fleet

The vendor must describe their strategy for utilizing and scheduling leased vehicles to ensure compliance with the required service schedule standards.

7.24 Operations and Reporting

- A. Describe the Offeror's plans to collect and account for revenue, and provide secure procedures for handling cash and credit card transactions.
- B. Describe the Offeror's means of communication between the vehicle drivers and the dispatchers to monitor operations. Elaborate on any Global Positioning System (or equivalent) that monitors the location of the Offeror's fleet.
- C. Describe the Offeror's plan for maintaining safe loading and unloading operations curbside.
- D. Describe the Offeror's procedures for reporting activity to the Municipality, including summaries of all trips, ridership, and revenue by day and on a cumulative monthly basis.
- E. Describe the Offeror's protocol for addressing customer complaints and reporting these complaints and any subsequent remedial action to the Municipality.
- F. Complete Appendix P – Monthly Report Template (This includes required monthly metrics).
- G. Vendor must describe ability to use or train staff to use the County's dispatch software and hardware, and produce the reports required under this RFP.
- H. Describe offerors plan to record and retain customer phone calls.

7.25 Pricing Proposal

Provide your best pricing on Pricing Proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included in this RFP, in accordance with the terms and conditions of this RFP. **The cost must not include fuel costs, since the agency will pay for gas in the fuel site.** Please sign and date Pricing proposal.

The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Proposals that require a minimum number of commodities or services be ordered will be disqualified.

This is a firm-fixed price contract for a base period of two years with three 1-year option periods. Proposers are required to submit a firm-fixed price for the contract base period (first two contract years) that covers all operating and administrative costs of performing the service. For evaluation purposes, Proposers must also submit fixed prices for Option Years 1, 2 (contract years 3, 4 and 5) using a CPI-U fixed at 1.0 percent, even though prices for the option years will ultimately be adjusted by the then-current CPI-U.

7.26 Bidders List – Appendix J

Each proposal must include a completed Bidders List (see Appendix J – Bidders 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.

7.27 Federal Clauses for Federal Contracts – Appendix I

Vendor must review and sign the federal clauses. At time of submission, vendor must submit a signed copy of the federal clauses. PROPOSALS received without signed federal clauses will not be accepted and will automatically be disqualified from further consideration

7.28 Additional Relevant Information

Submit any additional information which the Offeror believes may be relevant to the evaluation of the Offeror's qualifications..

Areas may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualifications and experience of key project personnel, driver qualifications, drug and alcohol control program, financial stability, fleet management capability, vehicle maintenance

capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested, etc.

8.0 EVALUATION AND AWARD PROCESS

8.1 Evaluation Committee

The proposal evaluation committee consists of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Offerors shall not contact members of the evaluation committee.

Violation of the "no contact" rule could result in the Offeror's disqualification from further consideration for award.

8.2 Preliminary Evaluation

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

8.3 Right to Reject Proposals

The Issuing Agency reserves the right to accept or reject any or all PROPOSALS or Proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Issuing Agency.

8.4 Scoring of Technical Proposals

Proposals will be independently evaluated. Each evaluation committee member will score each of the solicitation's stated technical evaluation criteria for each Offeror. Members will then sum all individual technical scores for each Offeror to determine the overall evaluation score for that particular Offeror.

The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror.

Consensus scoring is intended to facilitate an open discussion among the evaluators as to the

strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence, Capacity, and Experience*).

The Chair will record the consensus score for each Offeror on a scoring summary sheet to attain a rank order of the most technically qualified Offerors. Price Proposals will remain sealed at this point.

8.5 Additional Factors for Proposal Consideration (prior to evaluating price)

Failure by the Offeror to provide information clearly and accurately within the submitted documents may be reflected in the evaluators' scoring results.

If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information already provided and disseminated for evaluators' consideration. The evaluation committee may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT.

The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the Offeror. An Offeror's failure to fulfill or accommodate interview requests from the evaluation committee may result in rejection of that Offeror's proposal.

8.6 Final Evaluation

Based on the information obtained through any confirmation or verification inquiries, reference checks or interview process, the evaluation committee will review their evaluations and unilaterally make adjustments to their respective scores.

The evaluation committee's scoring will be tabulated by the evaluation committee administrator and Proposals again ranked based on the numerical scores assigned. If no further criteria was or is to be considered, the evaluation committee administrator may proceed to open and score the pricing proposal portions of the offers and tabulate final scores.

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

8.7 Evaluation Summary

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

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

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

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

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

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

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

C. RATING DESCRIPTIONS

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the

minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

Good – Substantial response; proposal meets requirements and indicates a thorough approach and understanding of the requirements; good probability of success (low risk of unsuccessful performance); strengths outweigh weaknesses. **Value is 80 percent of total point score available for the evaluation factor.**

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

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

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

- D. PRICING COMPONENT** – This is a firm-fixed price contract for a base period of two years with three 1-year option periods. Offerors are required to submit a firm-fixed price for the contract base period (first two contract years) that covers all operating and administrative costs of performing the service. For evaluation purposes, offerors must also submit fixed prices for Option Years 1 and 2, (contract years 3, 4 and 5) using a CPI-U fixed at 1.0 percent, even though prices for the option years will ultimately be adjusted by the then-current CPI-U. For example:

Base Year 1 Hourly Service Rate (HSR)	=	\$24.00	
Base Year 2 Hourly Service Rate (HSR)	=	\$24.00	
HSR Option Year 1 (Contract Year 3)	=	\$24.00 x 1.01	= \$24.24

HSR Option Year 2 (Contract Year 4)	=	\$24.24 x 1.01	=	\$24.48
HSR Option Year 3 (Contract Year 5)	=	\$24.48 x 1.01	=	\$24.72
Total HSR for All Contract Years	=	\$121.44		
Average Contract HSR	=	\$24.29		

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

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

SAMPLE SCORING SCENARIO (following consensus scoring)

OFFEROR A

<i>Competence</i>	Good	20 points x .80	=	16 points
<i>Capacity</i>	Excellent	25 points x 1.0	=	25 points
<i>Experience</i>	Good	25 points x .80	=	20 points
Total Technical Evaluation Score			=	61 points
<i>Price</i>	Points assigned for lowest total price		=	30 points
Total Evaluated Score for Offeror A (61 + 30)			=	91 points
Offeror Ranking				First

OFFEROR B

<i>Competence</i>	Excellent	20 points x 1.0	=	20 points
<i>Capacity</i>	Good	25 points x .80	=	20 points
<i>Experience</i>	Good	25 points x .80	=	20 points
Total Technical Evaluation Score			=	60 points
<hr/>				
<i>Price</i>	Points assigned for second lowest total price		=	24 points
<hr/>				
Total Evaluated Score for Offeror A		(60 + 24)	=	84 points
Offeror Ranking				Second

8.8 Contract Award

- A. **Proceed with Award.** The award may be granted to the highest responsive, responsible scored proposal (technical and price) in accordance with the final tabulation of all scoring elements and without clarifications, discussions, or negotiations; OR
- B. **Schedule oral presentations.** With prior WisDOT approval AND BEFORE pricing Proposals are opened, Offerors will be provided with a list of questions or issues concerning their Proposals which require explanation or clarification and scheduled for oral presentations to address such issues concerning their Proposals.

Oral presentations are for explanation or clarification purposes only and Offerors will not be permitted to revise their Proposals. Presentations will NOT be scored. After such presentations, the Administrator/Chair will open and evaluate the attendant pricing Proposals to determine the apparent successful Offeror; OR

- C. **Schedule negotiations.** With prior WisDOT approval, the Municipality may choose to negotiate any outstanding conditions, exceptions, reservations, or understanding to any of the contractual requirements, including any pricing issues, with a "short" list of the top-ranked (usually no more than three offerors).

This "short" list is determined after the Procurement Administrator has opened pricing Proposals and made a clear point demarcation between offerors who have made the "short" list and those who have not. Following negotiations,

offerors would be required to submit a sealed "Best and Final Offer" (BAFO) which would reflect any modifications made to their Proposals as a result of the negotiations.

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

8.9 Notification of Intent to Award

All Offerors will be notified in writing of the intent to award a contract as a result of the selection process described in this RFP.

8.10 Appeals Process

- A. Notices of an "intent to protest" and "protests" must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the *Transit Procurement Manager, 4822 Madison Yards Way, Sixth Floor South, Madison, WI 53705*
- B. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.
- C. Protests can be filed at any point through the solicitation process. However, a written notice of "intent to protest" must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.
- D. The complete written "protest" must be provided to the same addressees, (as provided above for the written "intent to protest") within (10) working days after the Notice of Intent to Award is issued.
- E. The Procurement Administrator will issue a decision on the protest within 5 working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.

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

9.0 CONTRACT ADMINISTRATION INFORMATION

9.1 Contract Administrator

The authorized individual responsible for administering this contract after award is (Charles Cofta, Transit Manager/Fleet Analyst, 262-335-7700, charles.cofta@washcowisco.gov).

9.2 Technical Administrator

The individual authorized to address any technical or specification issue, or other work or performance requirements under this contract is (Charles Cofta, Transit Manager/Fleet Analyst, 262-335-7700, charles.cofta@washcowisco.gov).

(Note: This person is NOT authorized to make any changes to the contract but may request any necessary contract modifications from the person identified in 9.1, above).

9.3 Inspection Administrator

The individual and office designated to inspect and accept all contract deliveries and to certify that invoices are proper for payment is Charles Cofta, Transit Manager/Fleet Analyst, 262-335-7700, charles.cofta@washcowisco.gov.

9.4 Contract Payment Administrator

The individual and office responsible for making contract payments is Charles Cofta, Transit Manager/Fleet Analyst, 262-335-7700, charles.cofta@washcowisco.gov

10.0 CONTRACT CLAUSES (SEE APPENDIX I FOR FEDERAL CLAUSES FOR FEDERAL CONTRACTS)

The Agency reserves the right to negotiate the following terms and conditions when it is in the best interest of the agency to do so. Vendors may not submit their own Contract document as a substitute for the Agency's Terms and Conditions.

Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the Vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State. **Pricing submitted should assume that no changes to these terms and conditions will be accepted.**

If a Contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

10.1 Force Majeure

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

10.2 Hold Harmless/Indemnification

The contractor agrees to protect, defend, and save the Issuing Agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Issuing Agency, under this agreement.

10.3 Payment Terms

Payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Issuing Agency is allowed 30 days to pay such invoices.

10.4 Contract Funding

To ensure the delivery of improved services and competitive pricing, to address potential performance issues, changes in technology or industry consolidation, the Agency reserves the right to negotiate the pricing and terms at the time of contract renewal.

As required by Wisconsin Statutes, continuance of a Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.

10.5 Reference to Contract

The contract or purchase order number **MUST** appear on all invoices in order for the invoice to be considered a properly executed invoice. The contract number must also be identified on all packing lists, packages, and correspondence pertaining to the contract.

10.6 Shipping

Supplies shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

10.7 Assignment, Transfer and Subcontracting

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Issuing Agency.

10.8 Conformance with Contract

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract will be granted without prior written consent of the authorized individual in the Issuing Agency. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

10.9 Federal Funding and Special Requirements

Federal grant monies (\$1,237,698) fund this contract, in whole or in part (Section 5311). 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.

A list of the Federal clauses and certifications applicable to this procurement is included at Part III, Section J, and 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>

11.0 PROPOSAL PROCEDURE AND INSTRUCTIONS

11.1 Solicitation Examination

Vendors are responsible for examining all solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the Proposer/offeror.

Should the vendor find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the vendor shall promptly notify the procurement officer in writing.

The Proposer/offeror making such request will be solely responsible for its timely receipt by the authorized procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation that must be acknowledged by all Proposers/offerors when submitting their Proposals/offers.

11.2 Alteration of Solicitation Document

In the event of inconsistencies or contradictions between language contained in the solicitation document and a vendor's response, the language contained in the original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

11.3 Interpretations or Representations

The Issuing Agency assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are incorporated into a formal written addendum to the solicitation.

11.4 Satisfactory of Requirements

Requirements identified in this solicitation must be satisfied, or a functional equivalent Proposal submitted, which is acceptable to the Issuing Agency. Proposers who do not meet this criterion may be disqualified from further consideration.

A Proposer must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or in whole, may be cause for disqualification of the entire Proposal response. Any exceptions taken by the Vendor must be clearly identified on the Proposal forms.

11.5 U.S. Funds

All prices Proposal must be in U.S. dollars. All contract payments will be made in U.S. dollars.

11.6 Proposal Prices

The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this solicitation, but shall include all charges and expenses in connection with the packing of the products and their carriage to the designated place of delivery unless specifically excluded.

Proposal prices shall include any and all transportation costs. The Contractor will be paid upon submission of a proper invoice at the prices stipulated herein for products, and/or services delivered to and accepted by the Agency.

11.7 RFP Consideration of All Inherent Costs

Proposal prices must take into consideration all inherent costs of providing the services described in the RFP.

11.8 RFP Fixed Pricing

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the Agency and the Contractor. Contractor must provide supporting documentation when requesting price changes.

11.9 EXTENSION OF PROPOSAL PRICES

In the case of error in the extension of prices in the Proposal, the unit price will govern. In a lot Proposal, the lot price will govern.

11.10 Vendor Questions and Clarifications

Any questions, exceptions, or additions concerning this RFP must be submitted in writing on or before July 30th, 2025 to: Roy.Hartmann@washcowisco.gov

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the Question Due Date specified in section 3.0. Questions must be submitted to the Procurement Manager.

If at any time prior to the due date, a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor must immediately notify the Procurement Manager of the issue in writing and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or addendums will be posted on Vendor Net.

11.11 RFP Clarifications

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify (Roy Hartmann) at (Roy.Hartmann@washcowisco.gov) via e-mail **NO PHONE CALLS.**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addendums or amendments will be provided via Vendor Net.

Proposers are encouraged to log into Vendor Net periodically during the RFP process. The person who is registered for the Proposer on Vendor Net should get an email any time a change is made to the RFP.

No phone calls, emails or other correspondence to other Agency staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are unofficial. Proposers shall rely only on written statements issued by the Procurement Manager.

11.12 SOLICITATION AMENDMENTS

If the solicitation is amended, then all terms and conditions that are not modified remain unchanged. It is the Proposer's/offeror's responsibility to keep informed of any changes to the solicitation.

Proposers/offerors must sign and return with their Proposal/offer an Acknowledgment of Addendum for any addendum issued. In sealed Proposal procurements, PROPOSALS that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

11.13 LATE PROPOSALS AND PROPOSALS

Regardless of cause, late Proposals will not be accepted and will automatically be disqualified from further consideration. It is solely the vendor's risk to ensure delivery of proposals/offers at the designated office by the designated date and time. Late Proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed, if so requested.

11.14 Method of Proposal

Attachment A contains the Pricing proposal for this solicitation, and must be completed in full and returned at the time of Proposal. Vendors may not alter the Pricing proposal in any manner. **Alternate pricing formats will not be accepted and may result in disqualification of the Proposal.**

Pricing submitted must include all costs to furnish the services included in the Proposal, in accordance with the terms and conditions of this RFP, including labor, travel, and insurance. The following additional costs or fees are not allowed in any Proposal:

- A. Delivery location fees
- B. Small Order/Minimum Order fees
- C. Special Order fees
- D. Purchasing Card (P-Card) related charges
- E. Return/Restocking fees

All prices must be quoted in U.S. Dollars.

11.15 Multiple Proposals

Multiple Proposals from a single Vendor will be permissible; however, each Proposal must conform fully to the requirements for response. Each such Proposal must be separately submitted and should be labeled as Proposal #1, Proposal #2, etc., on each page included in the response.

11.16 Incurring Costs

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the Proposer/offeror. The Issuing Agency is not liable for any expense incurred by the Proposer/offeror in the preparation and presentation of their Proposal/offer or any other costs incurred by the Proposer/offeror prior to execution of a purchase order or contract.

11.17 Withdrawal of PROPOSALS

PROPOSALS shall be irrevocable until Contract award unless the Proposal is withdrawn. Vendors may withdraw a response at any time up to the Proposal closing date and time.

To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the Procurement Manager.

If a previously submitted response is withdrawn before the deadline for Proposal, the Vendor may submit another response at any time up to the Proposal closing date and time.

12.0 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS

12.1 Debarment

The contractor certifies, by submitting this Proposal or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

If the contractor cannot certify this statement, attach a written explanation for review by the Issuing Agency and WisDOT.

12.2 Registration and Licenses

The contractor certifies, by submitting this Proposal or proposal, that it is properly registered and licensed to conduct business within the State of Wisconsin and the local jurisdiction in which this solicitation is issued and any resultant contract awarded.

The contractor certifies that it will maintain any such certification and licensing requirement for the duration of any resultant contract. In addition, if the solicitation and contract requires the use of appropriately certified and/or licensed employees in the execution of the contract, (e.g., skilled trades such as electricians, etc.), the contractor certifies that it will ensure that such employees are and will remain properly registered and/or licensed for the term on any resultant contract.

12.3 Warranties

The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the Issuing Agency.

Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

12.4 Disadvantage Business Enterprise (DBE)

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT has established a 1.61% transit DBE goal for FFY 2023-2025. A separate contract specific goal has not been established for this procurement.

- A. Proposers that have DBE firms participating on this contract should provide the following information:
 - a. The names and address of DBE that will participate in this contract.
 - b. A description of the work each DBE will perform.
 - c. The dollar amount of the participation of each DBE firm participating.
 - d. Written and signed documentation of the Proposer/offeror's commitment to use a DBE subcontractor.
 - e. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
 - f. If the contract goal is not met, evidence of good faith efforts.
 - g. The successful contractor will be required to report its DBE participation obtained throughout the period of performance.
 - h. More information on required DBE documentation is available in Federal Clauses.

13.0 PROPOSAL SUBMISSION

13.1 RFP General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a response.

Elaborate Proposals (e.g., expensive artwork, marketing materials) beyond that sufficient to present a complete and effective Proposal are not necessary or desired.

13.2 RFP Proposal Submittal

Refer to Section 4 and Section 13.5.

13.3 Email and Physical Submittal(s)

The submittal must include all required documentation organized and named as detailed in this IFB. The email should include the pricing proposal in a separate attachment identified as "Pricing Proposal."

Email Bid submissions must be submitted to: charles.cofta@washcowisco.gov ;
roy.hartmann@washcowisco.gov

If the submission is too large of a file to submit via email, the required files may be submitted via multiple emails that clearly identify the Vendor and their Bid response.

All Bids MUST be received no later than Submission Due Date and Time. The timestamp on the email as it is received by WCTS will be the submittal time. **Bids received after the submittal time will be considered late and rejected.**

13.4 RFP Pricing Proposal Submission

Refer to Section 4 and Section 13.5.

13.5 RFP Proposal Organization and Format

Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this RFP.

Only information that can be identified as a trade secret, proprietary and confidential on the designated form will be treated as such. **Proposer shall not label or identify their entire Proposal as confidential.**

Tab 1 - Table of Contents: Provide a table of contents for the Proposal submitted.

Tab 2 – RFP Cover Sheet, Signature Page and Required Forms: Provide a transmittal letter that clearly identifies all of the following:

- A. Proposer's organization information:
 - a. Name and title of Proposer representative;

- b. Name and address of company;
 - c. Telephone number, fax number, and email address.
- B. A signed and completed Proposal Signature Page – Appendix B
- C. A confirmation that the information contained in the Offeror’s proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements; and
- D. A confirmation of Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect; and
- E. A statement acknowledging the Proposal conforms to all requirements of the Agency including procurement rules and procedures articulated in this RFP; and
- F. Failure to provide the following forms/responses with your proposal submittal may disqualify your bid:
- APPENDIX B – SIGNATURE PAGE
 - APPENDIX C - AFFIDAVIT OF NON-COLLUSION
 - APPENDIX D – PROPOSER INFORMATION
 - APPENDIX E – REFERENCES
 - APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
 - APPENDIX I - FEDERAL CLAUSES FOR FEDERAL CONTRACTS
 - APPENDIX J – BIDDERS LIST
 - APPENDIX L – VEHICLE INVENTORY AND FLEET MAINTENANCE
 - APPENDIX M – INSURANCE
 - APPENDIX N - RECORD KEEPING
 - Appendix O – Washington County Standard Terms
 - Appendix P – Monthly Report Template
 - Appendix Q – Monthly Invoice Template
 - Appendix R – Service Area Map
 - Appendix S – Sample Policies and Procedures
 - Appendix T – Sample Contract
 - Appendix U- Historical Data Highlights

Contract Deliverables Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Proposal Content Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Appendix G – STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016)) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)) The State of Wisconsin Standard Terms and Conditions DOA – 3054 and Supplemental Standard Terms and Conditions for Procurements for Services DOA – 3681 shall apply to this solicitation and subsequent award, in addition to the Terms and Conditions specified in this solicitation.

The attachment provided with the RFP represents the Contract terms and conditions which the Agency expects to execute with each successful Proposer(s).

The Proposer may not submit its own contract document as a substitute for these terms and conditions. Proposer responses to provisions shall be consistent with its response to all other sections of this RFP.

Under Separate Cover/Coverpage – Pricing Proposal: Provide price information as directed in Appendix A. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed excel format may result in disqualification of the Proposal. **No mention of the Pricing Proposal is permissible in the response to any other section of the RFP.**

Under Separate Cover/Coverpage – Financial Stability Documentation: Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from proposer’s bank or auditor verifying financial stability. Financial statements and documents should NOT accompany the bank/auditor letter that the Offeror submits under this separate cover. The Agency may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

13.6 RFP Presentations and Demonstrations

Top scoring Proposer(s) based on an evaluation of the written Proposal may be required to participate in a presentation and/or Demonstration to support and clarify Proposal(s), if requested by the Agency. The presentations and/or Demonstrations will be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the oral presentation or demonstration shall be technically qualified to respond to questions related to the Proposal and its components. The Agency will furnish specific details concerning the presentations or demonstrations and any required materials at the time it notifies Proposers of the presentation schedule.

The Agency shall make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. The State requires that those individuals designated by the Proposer as Key Personnel attend the presentation in person. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of its Proposal.

13.7 Late Proposals, Proposal Modifications, or Proposal Withdrawals

The Proposer assumes the sole risk and responsibility for assuring delivery of a Proposal, Proposal modification, or Proposal withdrawal at the designated office by the designated date and time set for Proposal closing. In general, any Proposal, modification, or Proposal withdrawal received at the office designated in the solicitation after the exact time specified for receipt of PROPOSALS is "late" and will not be considered.

Acceptable evidence to establish the time of receipt at the designated office includes the time/date stamp applied to the Proposal envelope or package by the agency, other documentary evidence of receipt maintained by the agency, or oral testimony or written statements by agency personnel.

- A. A late modification of an otherwise successful Proposal, that makes its terms more favorable to the agency, may be considered at any time it is received and may be accepted.
- B. Proposals may be withdrawn by written notice received at any time before the exact time set for receipt of PROPOSALS. A Proposal may be withdrawn in person by a Proposer or its authorized representative if, before the exact time set for receipt of

PROPOSALS, the identity of the person requesting withdrawal is established and the person signs a receipt for the Proposal.

13.8 Authorized Signature

An individual authorized to legally bind the business submitting the Proposal must sign the solicitation. The Proposer's/offeror's name, title, and signature on a Proposal/offer in response to the solicitation guarantees that the Proposal/offer has been established without collusion and without effort to preclude the Issuing Agency from obtaining the best possible supply or service.

13.9 Descriptive Literature

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each Proposal. The Issuing Agency reserves the right to examine products further to determine compliance with the stated specifications.

13.10 RFP Complete Responses

Proposal responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the RFP. Responses must be concise yet complete.

Do not simply restate the Requirement verbatim as the response to a Requirement. If the RFP calls for a process description, include a process map as well as the frequency at which that map will be updated. Proposer shall not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question.

13.11 Vendor References

The Agency will determine which, if any, references to contact and reserves the right to exclude a Vendor from further consideration at any point during the solicitation process should The Agency determine that one or more references are unsatisfactory, inadequate, or inappropriate.

14.0 SELECTION AND AWARD PROCESS

14.1 Preliminary Review and Acceptance of Proposal

All PROPOSALS will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. The Agency shall be the sole judge as to Vendors' compliance with the Proposal instructions.

PROPOSALS that do not comply with Vendor Qualifications or Mandatory Specifications **will be** disqualified. PROPOSALS that do not comply with Contract Terms and Conditions **may** be disqualified. AGENCY in its sole discretion retains the right to accept or reject any or all PROPOSALS, or accept or reject any part of a Proposal, if deemed to be in the best interest of the State.

14.2 RFP Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the Agency's sole judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring Proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are a non-scoring individuals or ad/hoc group that serves only as technical advisors to the evaluation committee.

14.3 RFP Accepted Proposals

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal.

The committee may review references, request presentations and demonstrations, and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, will be based on the information submitted in the Proposals, references, requested presentations, and product and service demonstrations.

The Agency reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

14.4 RFP Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer(s) after the original evaluation process is complete. Alternatively, the highest proposer or proposers in the competitive range may be requested to submit best and final offers. If the Agency requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer(s) following that process. However, a proposer should not expect that the Agency will request a best and final offer.

14.5 CONTRACT AWARD

The Issuing Agency will evaluate PROPOSALS in response to this solicitation without discussions and will award a fixed-price contract to the responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to the Agency considering only price and the price-related factors specified elsewhere in the solicitation.

- A. The Agency may—
 - a. Reject any or all PROPOSALS;
 - b. Accept other than the lowest Proposal; and
 - c. Waive informalities or minor irregularities in PROPOSALS received.

- B. The Agency may accept any item or group of items of a Proposal, unless the Proposer qualifies the Proposal by specific limitations. Unless otherwise provided in the Schedule, PROPOSALS may be submitted for quantities less than those specified. The Agency reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Proposer specifies otherwise in the Proposal.

- C. A written award or acceptance of a Proposal mailed or otherwise furnished to the successful Proposer within the time for acceptance specified in the Proposal shall result in a binding contract without further action by either party.
- D. The Agency may reject a Proposal as nonresponsive if the prices Proposal are materially unbalanced between line items or subline items. A Proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Proposal will result in the lowest overall cost to the Agency even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

APPENDIX B

Proposal Signature Page

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of PROPOSALS to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our Proposal.

Name of Authorized Company Representative	Title	Phone
Signature of Above	Date	Email

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

Solicitation Number

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

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

Name of Authorized Company
Representative

Title

Phone

--	--	--

Signature of Above

Date

Email

--	--	--

APPENDIX D

PROPOSER INFORMATION

Proposing Company/Org. Name

FEIN			UEI		
Phone					
Email					
Address					
City		State		Zip + 4	

Contact person for questions concerning this proposal					
Title					
Phone					
Email					
Address					
City		State		Zip + 4	

Contact person for Human Resources and/or Civil Rights					
Title					
Phone					
Email					
Address					
City		State		Zip + 4	

Contact person for all Purchase Orders and Billing					
Title					
Phone					
Email					
Address					
City		State		Zip + 4	

APPENDIX E

REFERENCES

Vendor:

--

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees must not be listed as references.**

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

APPENDIX F

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, from 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.

Name of Authorized Company Representative	Title	Phone

Signature of Above	Date	Email

APPENDIX G

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

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

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

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

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

A good faith dispute creates an exception to prompt payment.

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

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

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 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 H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

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.

APPENDIX K

Drug and Alcohol Testing

Complete the following:

Does the Offeror currently have a Drug and Alcohol testing program that complies with the following USDOT and FTA requirements?

- a. U.S. DOT Regulation, 49 CFR Part 40, as amended "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- b. Federal Transit Administration (FTA) regulation, 49 CFR Part 655 as amended, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".

Yes

No

If "**Yes**", describe how the Offeror's drug and alcohol program meets the USDOT/Federal Transit Administration's Drug and Alcohol Testing Regulations per 49 CFR Parts 40 and 655, as amended.

Provide response below or in a document attached.

Insert text here:

If "**No**", describe the Offeror's timeline for having a drug and alcohol program that meets the requirements of USDOT/Federal Transit Administrations Drug and Alcohol Testing regulations per 49 CFR Parts 40 and 655, as amended.

- Requirements are listed on the WisDOT Transit Drug and Alcohol Testing program website at <https://wisconsindot.gov/Pages/doing-bus/local-gov/astnce-pgms/transit/compliance/d-and-a.aspx>

Provide response below or in a document attached.

Insert text here:

Drug and Alcohol Testing Consortium Price Sheet

WI Department of Transportation (WisDOT) Drug and Alcohol Testing Consortium

Drug and Alcohol Testing Requirement: Participation in WisDOT Drug and Alcohol Testing Consortium

Successful Offerors shall participate in the WI Department of Transportation Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator **Marshfield Medical Center - Beaver Dam 'HealthWORKS'** in compliance with 49 CFR Parts 40 and 655, as amended.

WisDOT's Drug and Alcohol Testing – 3rd Party Administrator is:

Marshfield Medical Center - Beaver Dam 'HealthWORKS'

Price Sheet – Drug and Alcohol Testing

Price Sheet Effective: January 16, 2023 – December 31, 2024

A. Specimen Collection and Drug Testing	
Bid Item	Unit Price
Specimen Collection <i>Includes positives, adulterated, and substituted specimens.</i>	\$33.00
Laboratory Services	\$28.00
MRO Services	\$12.00

B. Breath Alcohol Tests	
Bid Item	Unit Price
Initial Screen and Confirmation Test	\$40.00

C. Program Administration	
Bid Item	Unit Price
Annual Pool Administration Fee (per Purchaser) <i>Includes start up logistics, random selection management, reporting, consultation.</i>	\$200.00
Split Specimen Test	\$150.00
After Hours Testing <i>Includes Weekend, Holiday, Emergency testing</i>	\$100.00

Additional Services	
Item	Amount (Per Hour)
Litigation Services/Expert Testimony	\$250.00

Summary – Firm Prices

Prices are on a per-item, hourly, or yearly basis and are fixed for calendar year 2024. Price adjustments may be made by **HealthWORKS** with review and approval by WisDOT. Price increase requests must be received in writing by the WisDOT Purchasing Unit at least 60 calendar days prior to the renewal date. Requests shall be justified with supporting documentation of industry-wide increases.

APPENDIX L

Vehicle Inventory (Leased Vehicles Provided by the Agency)

Make	Model	Year	Mileage	Communications Equipment (Y/N)	ADA Lift, Ramp, or Non-ADA?	# of Wheelchair positions	# of Ambulatory Seats	Condition (Excellent, Good, Fair, Poor)	Notes
Dodge	Braun Grand Caravan SE	2018	229684		Lift	1 wc	4 amb	Fair	ACTIVE
Ford	Starcraft Starlite Minibus	2019	221085		Lift	2 wc	6 amb	Fair	ACTIVE
Dodge	Grand Caravan SE	2019	164407		Lift	1 wc	3 amb	Good	ACTIVE
Dodge	Braun Grand Caravan SE	2019	147953		Ramp	1 wc	3 amb	Good	ACTIVE
Dodge	Braun Grand Caravan SE	2019	204257		Ramp	1 wc	3 amb	Fair	ACTIVE
Dodge	Braun Grand Caravan SE	2019	146402		Ramp	1 wc	3 amb	Good	ACTIVE
Dodge	Braun Grand Caravan SE	2019	175863		Ramp	1 wc	3 amb	Good	ACTIVE
Dodge	Braun Grand Caravan SE	2019	179008		Ramp	1 wc	3 amb	Good	ACTIVE
Dodge	Braun Grand Caravan SE	2019	144605		Ramp	1 wc	3 amb	Good	ACTIVE
Ford	Driverge Bariatric Van	2021	104752		Lift	2 wc	5 amb	Good	ACTIVE
Ford	Transit Connect	2022	110220		N/A		3 amb	Good	ACTIVE
Ford	Transit Connect	2022	118500		N/A		3 amb	Good	ACTIVE
Chyster	Voyager	2022	67912		Ramp	1 wc	3 amb	Excellent	ACTIVE
Chyster	Voyager	2022	58042		Ramp	1 wc	3 amb	Excellent	ACTIVE
Chyster	Voyager	2022	37212		Ramp	1 wc	3 amb	Excellent	ACTIVE
Ford	Transit	2023	56916		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2023	56266		Lift	2 wc	5 amb	Excellent	ACTIVE

Ford	Transit	2023	49797		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2023	56521		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2023	57395		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2023	53593		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2023	51291		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Starcraft Starlite Minibus	2024	45568		Lift	2wc	8 amb	Excellent	ACTIVE
Ford	Starcraft Starlite Minibus	2024	33286		Lift	2wc	8 amb	Excellent	ACTIVE
Ford	Starcraft Starlite Minibus	2024	32384		Lift	2wc	8 amb	Excellent	ACTIVE
Ford	Starcraft Starlite Minibus	2024	23200		Lift	2wc	8 amb	Excellent	ACTIVE
Ford	Transit	2024	8389		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2024	5585		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2024	3032		Lift	2 wc	5 amb	Excellent	ACTIVE
Ford	Transit	2024	4442		Lift	2 wc	5 amb	Excellent	ACTIVE

Fleet Maintenance

Attach a copy of the Offeror's current vehicle maintenance plan. **If no plan exists, use the space below to describe in complete and sufficient detail the Offeror's preventive and corrective maintenance programs.**

- Note which activities are performed directly by the Offeror and which activities are subcontracted to other entities.
- If the Offeror anticipates using a different maintenance program for the services being solicited here, describe that program in complete and sufficient detail.

Be sure to include information about:

1. Maintenance Oversight
2. Maintenance Procedures for Vehicles
3. Maintenance Procedures for Accessibility Equipment
4. System to Identify and Recode Maintenance and Repair Activities
5. Authorizing and Controlling Maintenance Activities and Costs
6. Quality Control for Assets Maintained by a Service Contractor
7. Warranty Recovery
8. Asset Inventory of State and/or Federally Funded Assets
9. Insurance Standards
10. An Example of a Maintenance Record
11. Maintenance Schedules and Forms Used

FLEET MAINTENANCE

Insert text here:

APPENDIX M

Insurance

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

What are the current vehicle liability insurance program limits?

\$	Per Person
\$	Per Occurrence
\$	Property Damage

Is the Offeror self-insured for any part of this coverage?

Yes No

If yes, describe the limits of self-insurance:

Provide the name of all insurance companies which currently provide the Offeror with vehicle liability insurance

Name of Company	Type (Primary, Excess, or Umbrella)

Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in **Section 6.15**?

Yes No

Minimum County Insurance Requirement :

The contractor shall be responsible for securing and maintaining in full force and effect at all times during the term of the project an insurance policy, or policies, which designate both the contractor and Washington County as a “named” insured. The contractor will provide certificates as evidence of coverage to the County. No changes in insurance coverage may be made without notification to Washington County. **Washington County will provide comprehensive and collision insurance on vehicles owned by Washington County & Leased to Provider.** The provider will be responsible for liability insurance. The contractor will provide all other insurance. The contractor shall maintain the following types and amounts of insurance:

- a. Commercial General Liability Insurance Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations; (2) personal injury; (3) blanket contractual coverage.

Limits of liability not less than: \$1,000,000 for bodily injury, including death

\$2,000,000 on account of any one occurrence

\$1,000,000 for each accident

\$4,000,000 excess liability

Washington County, Washington County’s elected and appointed officials, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- b. Automobile Liability Insurance: Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of Liability not less than \$1,000,000 combined single limit.
- c. Worker’s Compensation and Employers’ Liability Insurance. Statutory Workers Compensation benefits and employers’ liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- d. Umbrella Liability Insurance. Coverage to be in excess of employers’ liability, commercial general liability, and automobile liability insurance required above.

Limits of Liability not less than: \$4,000,000 each occurrence

\$4,000,000 aggregate,

Washington County, Washington County’s elected and appointed officials, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance. Please provide a copy of this endorsement with your certificate of insurance.

APPENDIX N

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to the provision of shared-ride taxi service.

Be sure to include:

- Reimbursement request process
 - Tracking and providing eligible costs to WisDOT based on budgets and Scope of Work
 - How driver logs and trips are tracked
- Audits
- Cash Management
 - How are fares collected and internal processes in counting cash and keeping it safe

Insert text here:

APPENDIX O

WASHINGTON COUNTY STANDARD TERMS

A. Prohibited Interest

- a. No member of the Congress of the United States shall be admitted to any share of this contract or to any benefit arising there from.
- b. No member, Officer or employee of Washington County government, during their terms with the County may have any direct or indirect interest in this contract or the proceeds thereof.

B. Tax Exemption

Washington County is exempt from the payment of Federal, State, and Local taxes. Taxes may be included in proposal prices to the extent they are eligible expenses under State and Federal funding programs. The County will furnish necessary exemption certificates upon request.

C. Subcontracting

The contractor may not assign or subcontract any of the work under this contract except with the expressed written permission of the County. Any work performed by subcontractors shall be subject to all the provisions of this RFP and Contract without exception. Contractor shall indicate within their proposal if subcontracting is anticipated at time of proposal.

D. Indemnification

Indemnification and Defense of Suits – The successful proposer agrees to indemnify, hold harmless, and defend Washington County, its officers, agents and employees from any and all liability including claims, demands, actions, or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is found upon or grows out of the acts, errors, or omissions of the successful proposer, employees, agents or subcontractors.

E. Insurance

Insurance requirements: Contractor agrees that it will at all times during the term of this agreement, keep in force and effect, insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Upon execution of this agreement, Contractor shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract. The County shall be given sixty- (60) days advance notice of cancellation or non-renewal of insurance during the term of the contract. See Section 8, Part 7 for types and amounts of required insurance coverage.

F. Nondiscrimination

In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

G. Assignment or Subcontract

This contract may not be assigned or subcontracted by the successful proposer without the written consent of the Washington County Public Works Committee.

H. Independent Contractor Status

The Contractor agrees that it is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

I. Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

J. Applicable Law

Except as provided herein, Wisconsin will be the forum for all disputes and the laws of the State of Wisconsin shall govern.

K. Errors or Omissions

Notwithstanding the provision of drawings, technical, specifications, or other data supplied by the County, the Contractor shall have the responsibility to supply all services and details required to carry out the intent of this contract. The County reserves the right to interpret these specifications as it sees fit.

L. Level of Service and Price Adjustments

The County may, at its sole discretion, alter the scope of services during the contract term if it determines that changes in service area, service levels, fares, or other operating characteristics are warranted in response to actual ridership demand for service or available levels of Federal, State and County funding. No changes to the agreed upon scope of services shall be made without prior written approval of the County and the Wisconsin Department of Transportation (WISDOT). The costs and effects of any such changes shall be negotiated between the Provider and the County prior to implementation.

M. Delays

Continuity of service is paramount. The Contractor will not be permitted to delay initiation of service unless the present service provider agrees to extend service to cover the delay period. The Contractor is responsible for securing, furnishing, and funding any and all services occasioned by his delay in service start-up. The County reserves the right to delay the start of Contractor's service if such delay arises out of any Federal or State rule or regulation occasioning the delay. Such delays shall be addressed by extending the completion date for the contract.

N. Inspection of Records

All parties contracting with the County shall, upon request, provide access to and furnish the County, Wisconsin Department of Transportation, Federal Transit Administration, and the National Transit Database with requested information, records, and reports regarding powers, duties, activities, organizations, property, financial transactions, and methods of operation, or any and all records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody. Said right shall extend to any subsidiary, subcontractor, or parent corporations, which relate to the provision of service under the contract.

O. Termination

Either party may withdraw from this contract at any time upon ninety (90) days written notice sent via U.S. Postal Service, certified, return-receipt requested.

1. *For Convenience* – The County may terminate this agreement upon ninety-(90) days’ notice to the contractor. The County shall pay the contractor for services satisfactorily performed; in lieu of any other claims, an amount to be mutually negotiated.
2. *For Default* – The County may terminate this agreement by written notice to the Contractor. Said default shall be deemed to occur if the contractor fails to perform any service specified herein and does not cure said failure within five (5) days after receipt of notice from the County specifying such failures.

P. Method and Amount of Payment

All revenues collected by the contractor directly in operating contract services, whether from passengers or other sources, shall be retained by the contractor and subtracted from the total expenses for providing service to arrive at the net cost of the service for billing purposes. Billed service hours are limited to vehicle revenue hours, and do not include pre-trip or maintenance hours. Payment will be made payable to the contractor within 30 days of contractor properly submitting invoices to the County. Said payment may be adjusted for penalties assessed under the contract. Total payments made to the contractor in any given year will be based on the actual audited number of vehicle hours provided and limited to no more than the amount of federal, state, and local funds available to Washington County in a given year to subsidize the operation of the contract service, and shall be verified based upon official audits conducted by the Wisconsin Department of Transportation. Funds shall be withheld from the Contractor pending final audit in the same proportion that said funds are withheld from the County by the State. After the first twenty-four (24) months of the proposal, contract will be adjusted and payments to the hourly rate. The cost-of-living adjustment utilized is as reported by the US Department of Labor - Bureau of Labor Statistics for the twelve-month percentage change for August of the current year.

Q. Inspection

The County reserves the right to inspect Contractor’s operation and service in manner and times it deems appropriate. Selected County employees shall be permitted free passage on taxi vehicles for the purpose of performing said inspection of actual route service.

R. Records and Reports

The Contractor shall be responsible for maintaining records of operating and financial information, and for completing in a timely manner all required federal, state, and County reports relative to this service. This would include all data necessary to comply with FTA National Transit Database reports, FTA Drug and Alcohol Testing reports, and Ridership and financial data. The contractor shall compile this data in a manner prescribed by the County and shall submit reports to the County by deadlines imposed by the County. To verify payment, the Contractor shall complete a monthly cost report, the form of which shall be specified by the County. See Appendix F for example of monthly report. See Appendix G for example of monthly billing info. These reports are not limited to be all inclusive of the reports required.

S. Performance Bond

Prior to Contract execution, the selected Contractor may be required to provide Washington County a Performance Bond or Surety Bond in an amount equal to 100% of the cost of service for the first six (6) months of the initial term of this request.

T. Reserved Rights

The County reserves the right to accept or reject any or all proposals or any parts of any proposals. The County reserves the right to modify clauses in the RFP and the Contract if deemed necessary to the best interest of the County.

U. Availability of Documents

All proposals become the property of the County. As such, they are subject to the Freedom of Information and Open Records laws of the State of Wisconsin. Any proposal/response and any and all supporting materials submitted in conjunction with this request will become a public record, subject to public inspection. Requested financial statements shall be marked confidential and will not become public record.

V. Contract

The contract shall be governed by the laws of the State of Wisconsin and any litigation shall take place in the Circuit Court of Washington County, Wisconsin.

APPENDIX P

MONTHLY REPORT TEMPLATE

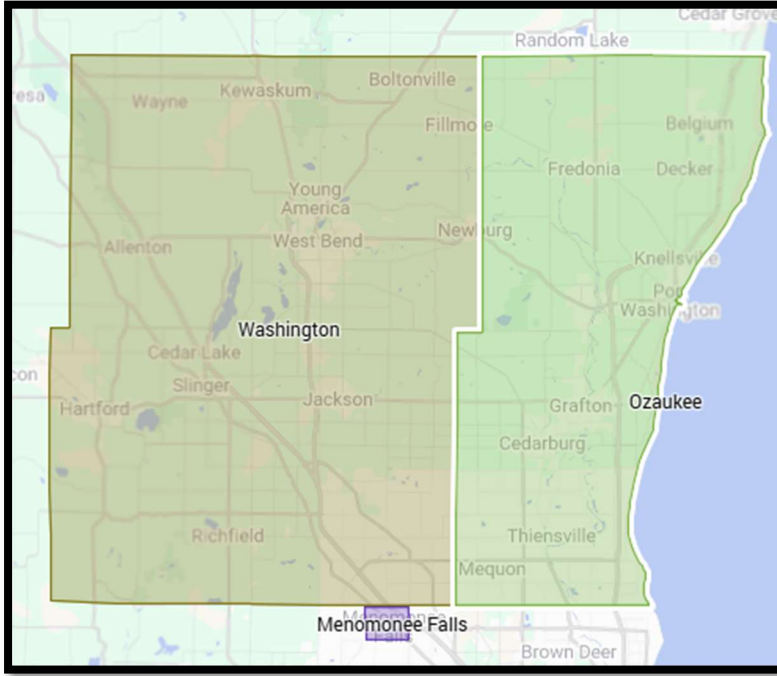
202X		January	February	November	December	ANNUAL TOTAL	
Operating Statistics							
Vehicle Time	Revenue Hours						
	Non Revenue Hours						
	Service Hours						
Vehicle Mileage	Revenue Miles						
	Non Revenue Miles						
	Vehicle (Service) Miles						
	Passenger Miles Weekday						
	Passenger Miles Weekend						
Maintenance	Maintenance Cost						
Fuel	Fuel Usage						
Revenue & Hours	Fare Revenue						
	Billed Hours						
	Pre-trip						
	Total Transportation Hours						
Op. Stats	No Shows						
	Cancellations						
	Ridership Total						
Trip Purpose Data	Childcare						
	Education						
	Employment						
	Job Seeking/Interview						
	Meal						
	Medical						
	Personal						
	Shopping						
	Social						
	Total						
	Dialysis						
	Dialysis						

Customer Count by Zip Code	Allenton 53002					
	Cedarburg 53012					
	Colgate 53017					
	Fredonia 53021					
	Germantown 53022					
	Hartford 53027					
	Hubertus 53033					
	Jackson 53037					
	Kewaskum 53040					
	Men. Falls 53051					
	Newburg 53060					
	Richfield 53076					
	Slinger 53086					
	West Bend 53090					
	West Bend 53095					
	Milwaukee, 53224					
Total						
Funding Source Data						
Total Ridership /month	Aurora					
	Cross County					
Mobility Data (no escort)						
Passenger Data	Adult					
	Disabled - Ambulatory					
	Disabled - Non Ambulatory					
	Elderly - Ambulatory					
	Elderly - Non Ambulatory					
	Student					
	Child					
	Caregiver					
	Total					

APPENDIX R

SERVICE AREA MAP

Full Service Area



Menomonee Falls Boundaries



APPENDIX S

SAMPLE POLICIES & PROCEDURES

WASHINGTON COUNTY TRANSIT POLICIES AND PROCEDURES MANUAL

1. INTRODUCTION

These policies and procedures are guides to assist in the governance of the Washington County Shared Ride Taxi Service. These policies and procedures are adopted by the Washington County Public Works Committee and may be modified by that committee upon a motion approved by a simple majority vote at any meeting of the committee where a quorum is present. Revised policies and procedures shall be distributed to providers upon modification.

2. DEFINITIONS

The following words or phrases are defined as follows when used in these policies and procedures.

- a. County = Washington County or the Washington County Highway Department
- b. Provider = An individual or entity that enters into a contract with the county to provide a service
- c. SRT = Washington County Shared Ride Taxi
- d. SEWRPC = Southeast Wisconsin Regional Planning Commission
- e. Public Works Committee or Committee = Washington County Public Works Committee
- f. WisDOT = Wisconsin Department of Transportation
- g. FTA = Federal Transit Administration

3. ORGANIZATION OVERVIEW

Washington County Transit is a small transit provider/Tier II provider, with fewer than 100 vehicles in revenue service during peak regular service across all route modes. Washington County Transit is a division of the Washington County Highway Department. Washington County Transit is staffed by the Transit Manager for Washington County, under the direction of the Washington County Highway Commissioner and the Public Works Committee.

The primary responsibilities of the Transit Manager are 1) oversight of the Transit operations contracts; and 2) compliance with Federal and State grant requirements. The Transit Manager is the primary transit contact for Federal and State agencies, planning commissions, community-based transit initiatives, and transit customers.

Washington County Transit provides one mode of transportation: the Shared Ride Taxi (demand response). The service is operated by a contracted provider. Funding for Washington County Transit Services is provided through operational grants from the FTA and WisDOT, rider fare revenues, and Washington County tax levy.

4. OPERATIONS

The County shall enter into a contract with a Provider to operate the SRT. Contracts with Providers can be for any duration deemed beneficial to the county. Contracts with Providers must be approved by the Public Works Committee in order to be valid after the appropriation of funds to operate the SRT.

The County shall strive to maximize the use of state and federal funds to cover the costs of providing the SRT services. To that end, the County and its Providers shall comply with all applicable state and federal regulations to the fullest extent possible. Such state and federal regulations shall include but not be limited to accommodations for individuals with disabilities, equal employment opportunities, and anti-discrimination laws.

5. FARES

- a. SRT fares shall be as follows beginning at 12:01 AM on January 1, 2024

* Fares shown below are per one-way trip.

	<u>Elderly/Disabled</u>	<u>Adult</u>	<u>Student</u>
5.0 miles or less	\$3.00	\$10.00	\$4.00
5.1 to 10.0 miles	\$4.00	\$15.00	\$5.00
10.1 to 15.0 miles	\$5.00	\$20.00	\$7.00
15.1 to 20.0 miles	\$6.00	\$25.00	\$8.00
Over 20.0 miles	\$7.00	\$30.00	\$9.00

- A \$3.00 surcharge for trips beginning in Washington County and ending in Ozaukee.
- *Adults are any persons age 18 – 59 years. Students are age five (5) years through high school. Elderly are those age 60 and over. Disabled are of all ages. Children age 4 and under will ride free. Children 12 and under must be accompanied by a responsible adult. A care giver, attendant, or family member needed by an elderly/disabled passenger will be charged the same fare for the elderly/disabled.
- Discounted Punch Cards: \$20.00 (Value of \$23.00), and \$60.00 (Value of \$70.00)
- Agency Fare of \$15.00 per ride or \$150.00 for a 10 ride punch card. \$17.00 for Cross-County ride.
- Punch cards can be purchased from the SRT driver and from the SRT dispatch office. Only cash or check are accepted as payment for the SRT.

- b. The County may amend the fares for the SRT upon a motion approved by a simple majority of the members present at any meeting of the Public Works Committee and written notice to the Providers. Changing of fares also requires a public meeting per the Federal Transit Administration and related FTA rules and regulations. This meeting may allow public comment.
- c. Agency Fares. Under federal and state guidelines, Wisconsin Counties operating shared-ride transit services are required to levy a fee for each ride. This charge is heavily subsidized by

federal and state grants as well as local property tax dollars to make basic transportation services available and affordable for the entire general population. Funding is limited. An “Agency” fare can be established to maintain the “primacy” of general public transit services and avoid or limit the potential off-loading of trips that are more appropriately funded by other sources. “In effect, agency fares represent a compromise (agreed upon by the Wisconsin Department of Human Services and the Federal Transit Administration) so that public transit systems can recover some costs while human service organizations can utilize public transit for a lower cost than would be paid to provide providers.” *WisDOT Agency Fare Frequently Asked Questions 10-16-2014*. Amendments to agency fares do not require a public hearing.

6. HOURS OF OPERATION

Except for holidays listed, SRT services shall be provided from 5:00 AM to 9:00 PM on weekdays, 5:00 AM to 8:30 PM on Saturdays, and from 8:00 AM to 4:00 PM on Sundays. Extended service can be provided on Fridays and Saturdays to 1:00 AM. Extended service may also be provided for at least the following special events: New Year’s Eve, St. Patrick Day, Washington County Fair Week, and other events as they present themselves.

The following are considered holidays on which no SRT services will be provided: Easter, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Christmas, and New Year’s Day.

7. AREA OF SERVICE

SRT services shall be provided throughout Washington County and to selected locations in northern Menomonee Falls. Menomonee Falls service area boundaries include Maple Road on the west to Pilgrim Road on the east and to Menomonee Avenue for the southern border. SRT provides connection service to MCTS at the Menomonee Falls Park and Ride Lot at US 41/45 and Pilgrim Road.

Washington County SRT shall not duplicate service provided by another municipality. Therefore, no service shall be provided for trips that begin and end within the City of West Bend, within the City of Hartford, or within the Village of Menomonee Falls, with the exception of door to door (specialized transport) within the City of Hartford. Washington County SRT can provide West Bend service outside of West Bend City Taxi service hours. The City of Hartford Taxi does not provide door to door service. Additional exceptions to this policy require the implementation of a memorandum of understanding with the municipality providing duplicate services.

8. RESPONSIBILITIES OF THE SRT PROVIDER

- a. No hazardous materials such as gasoline, car batteries, etc., will be allowed inside taxi vehicles.
- b. All wheelchairs and oxygen tanks must be secured.

- c. All bio-hazard materials must be secured on person or wheelchair.
- d. In order to minimize response times, all passengers must be dressed, ready and waiting for pick-up. If a rider is being picked up from a public building, health care facility, or nursing home, they must be waiting in the lobby. The SRT driver will wait five (5) minutes.
- e. SRT drivers will go no further than the lobby of a building for pick-up or drop-off.
- f. The SRT drivers shall immediately inform office personnel of any passenger behavior incidents, personal-injury incidents, motor-vehicle damage or accidents.
- g. Written incident reports should be completed by the driver and submitted to SRT provider the same day as the incident occurred. This information will also be provided to County.
- h. The drivers shall relay to office personnel both positive and negative feedback from passengers, including the passenger name and contact phone number, if possible.
- i. Transportation to and from Froedtert Medical Center – West Bend, in the Town of Polk, is available. The County invoices Froedtert Health Community Engagement directly for qualifying rides according to the agreement between the parties.
- j. Transportation to and from Aurora Medical Center facilities and the Fresenius Kidney Care center in Slinger is available to those facilities, which include:
 - Aurora Medical Center-Hartford
 - Adult Day Services-Hartford, Aurora Rehabilitation Centers-Hartford and Slinger
 - Aurora Ambulatory Care Center-Hartford
 - Aurora Health Centers in Hartford and Slinger
 - Aurora Cancer Center in Germantown and
 - Fresenius Kidney Care in Slinger

The County invoices the Medical Foundation of Hartford directly for these rides according to the agreement between both parties.

- k. In the event of inclement weather, SRT provider will make announcements regarding delays or cancellation of taxi service on when possible.
- l. The drivers shall not provide pickups in areas not accessible where driveways or roads have not been cleared of snow or are considered hazardous.
- m. **Idling of vehicles.**
 1. A vehicle idling gets zero miles per gallon; unnecessary idling wastes fuel and pollutes. Idling also causes twice the wear on internal parts compared to driving at regular speeds. Effective immediately, unless exempted in the following section, no County-owned, company-operated vehicle or piece of equipment is to be idled in a non-emergency situation. The operator of the vehicle/equipment is to turn off the vehicle engine.
 2. Policy exemptions—A vehicle maybe left idling:
 - In traffic
 - At an official traffic signal or sign
 - When yielding to emergency vehicles

- To prevent a safety or health emergency
- For the safety and health of medically fragile, disabled or senior clients
- During the operation of a wheelchair lift
- When clients are on-board and the outside temperature is below 40°F or above 80°F
- With only the driver on-board, guidelines for maximum engine idling per stop:
 - Upon initial start-up below 40° F: 3 minutes
 - Below 10° F: no limit
 - 10 - 40°: 3 minutes
 - Above 80° F: 3 minutes
- For maintenance, servicing, repairing, or diagnostic purposes
- At the direction of a law enforcement official
- While in emergency or training mode

APPENDIX T
SAMPLE CONTRACT

**WASHINGTON COUNTY SHARED RIDE TAXI SERVICE
CONTRACT**

This contract made the 1/1/2026, by and between _____, hereinafter referred to as PROVIDER, and Washington County, hereinafter referred to as COUNTY, a municipal corporation organized and existing under the laws of the State of Wisconsin.

WHEREAS, the County desires to provide shared-ride taxi service to and from locations within the County which is responsive to the needs of County residents; and

WHEREAS, the County solicited responses to the standard terms, conditions, specifications, and associated addenda of the Request for Proposals (RFP #TRANXX-XX), issued MM/DD/YYYY which are incorporated by reference into and shall become part of this contract for shared ride taxi services; and

WHEREAS, Provider was selected after evaluation of all proposals using specific criteria, including Completeness of Proposal, Experience and Past Performance of Firm in Taxi Operations, Experience of Local Manager in Taxi Operations, Ability to Properly Maintain Equipment and Vehicles, Evidence of Firm's Financial Stability, Cost of Service; and

WHEREAS, Provider's response was submitted on MM/DD/YYYY and included technical and cost proposals, which is incorporated herein by reference into and shall become part of this contract for shared ride taxi services; and

WHEREAS, County and Provider will execute Vehicle Lease Agreements, contemporaneously herewith, which will be incorporated by reference into and shall become part of this contract for shared ride taxi services; and

WHEREAS, Provider may be supplied with equipment, software, automatic vehicle locators, mobile data computers or other materials owned by County which shall be returned to County in reasonable working condition upon conclusion of the contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Provider and County agree as follows:

1. The Provider agrees to provide transportation services to the public as hereinafter set forth with priority to elderly and disabled persons. The Provider shall provide the emergency ride home service for Washington County Commuter Express riders. The Provider shall, upon receipt of the County's notice to proceed, perform all work necessary to complete in a manner satisfactory to the County, the services set forth by, and in accordance with, the terms and provisions of the Wisconsin Urban Mass Transit Operating Assistance Grant Application as approved by the Wisconsin Department of Transportation (WISDOT) and the Federal Transit Administration (FTA), a copy of which is hereby acknowledged.

2. The County may, at its sole discretion, alter the scope of services during the contract term if it determines that changes in service area, service levels, fares, or other operating characteristics are warranted in response to actual ridership demand for service or available levels of Federal, State and County funding. No changes to the agreed upon scope of services shall be made without prior written approval of the County and the Wisconsin Department of Transportation (WISDOT). The costs and effects of any such changes shall be negotiated between the Provider and the County prior to implementation.
3. The County shall pay the Provider every month for transportation services hereunder based on number of service hours as set forth on an itemized invoice to the County by the Provider. The County will be invoiced at \$_____ per hour of vehicle service, less fares received as set forth in paragraph 13 below. The parties each acknowledge that no payment shall be made for unauthorized service as that phrase is defined in the Request for Proposal RFP #TRANXX-XX. The County will reimburse the Provider for the difference between the total cost of authorized service, minus the pre-trip and the total fares (passenger revenues) collected, within 30 days of the date of receipt of the monthly invoice submitted by the Provider. In no case shall payment exceed \$_____ per vehicle hour of service. The cost per hour of service for 2028 is based on the hourly rate in 2027, adjusted by the cost of living index as reported by the US Department of Labor – Bureau of Labor Statistics, Midwest Urban, for the prior 12 months, as of the month of August 2027.
4. Service shall be provided from Jan 01, 2026 – Dec 31, 2027. In no event shall the Provider invoice the County for more than _XX,XXX_ service hours at \$XX_ per service hour during the term of this contract without prior written approval from the County.
5. The Provider, at the time of submission of its monthly invoice, shall also provide the County with a monthly report which will include the total number of vehicle miles, one-way passenger trips by trip purpose, passenger miles, consumed gallons of fuel, passenger client type and any other information requested by the County for the purposes of completing State and Federal reporting requirements. The information shall be provided to the County by the 10th day of the following month. The Provider shall submit an annual report to the County no later than February 20, 2026 on forms provided by WISDOT. The Provider shall report additional data as required by the National Transit Database (NTD) by February 28, 2026 on forms provided by the County.

Payments to the Provider shall be adjusted by County for any changes in, the scope of transit services, any penalties assessed under this contract, including any overpayment to the Provider by the County, and any utilization of County equipment and supplies. The adjustment for utilization of equipment shall be negotiated between the Provider and the County. The actual amount of compensation due the Provider shall be based upon an audit, performed by WISDOT, of the Provider's financial records and the contract services provided during the contract period. The amount of any overpayment or underpayment shall be paid to, or refunded by, the Provider, as appropriate, within thirty (30) days following the completion of said audit.

6. The County shall prepare written Shared Ride Taxi Policies and Procedures guidelines for program operations, which shall be subject to review and approval of both the County and the Provider, and in addition to this Contract, shall govern the Provider's operations.
7. The Provider shall provide the County with assurance that it carries public liability insurance in limits of not less than \$1,000,000 for bodily injury, including accidental death, to any one person; and \$2,000,000 on account of any one occurrence, plus property damage insurance in the amount of not less than \$1,000,000 for each accident. The Provider shall also carry excess liability in the amount of \$4,000,000. The Provider shall carry Workers Compensation and Employers Liability

insurance with limits of no less than (\$100,000 each accident, \$500,000 Policy Limit, \$100,000 each employee). The Provider further, shall keep and save harmless the County from and against any and all costs, damages claims or expense it may suffer, incur, or sustain, or become liable for on account of any injury to or death of any person, or damage to or injury to real estate or personal property, caused by or arising out of the transportation program, and the Provider shall pay all bills or claims for wages, salaries and supplies purchased in the operation under this contract.

8. The Provider shall ensure that all vehicles used in the provision of service under this contract shall comply with all applicable safety, licensing and other regulations. In the event of vehicle breakdown or other event beyond the control of the Provider, service may be interrupted; however, the Provider shall take all steps reasonably necessary to notify scheduled riders of the unavailability of the vehicle and the availability of a backup vehicle, if any.
9. The Provider may not subcontract for the services which it is obligated to perform under this contract without prior written consent of the County.
10. The Provider shall maintain accounts for services rendered under this contract. Accounts and records shall be in compliance with a cost allocation plan approved by WISDOT and the County, a copy of which the Provider hereby acknowledges. Such accounts shall cover the transportation activity for the effective period of this contract. The accounts and records of the Provider shall be made available upon request to the County for inspection and audit by the County on a quarterly basis, and shall be retained by the Provider for (7) years after termination of this contract.
11. In connection with the performance of work under this contract, the Provider 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 Section 51.01(5) of Wisconsin State Statutes, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, promotion, 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 Provider further agrees to take affirmative action to ensure equal employment opportunities. The Provider agrees to post in conspicuous places, available for employees and applicants for employment, appropriate notices available via the State of Wisconsin of the Federal Government setting forth the provisions of the nondiscrimination clause.
12. Either party may withdraw from this contract at any time upon ninety (90) days written notice sent via U.S. Postal Service, certified, return-receipt requested.
13. The Provider is responsible for the collection of passenger fares per one-way trip. Passenger Fares are indicated in the Washington County Shared Ride Taxi Policies and Procedures, and Provider acknowledges receipt of said policies and procedures by entering into this contract.
14. Vehicles and drivers providing the service must be licensed as appropriate to provide shared ride taxi (transit) service to the County. Provider shall require all drivers to submit to background check. In order to provide transit services to the County, Provider must ensure that its drivers comply with any and all Provider policies governing driver qualifications. The County may request and the Provider shall provide within five (5) calendar days of request proof of appropriate driver licensure. Vehicle licenses are paid by the County when the vehicle is purchased. Any license renewal fees are paid by the Provider.

15. The Provider shall maintain and store all vehicles used to provide the County transit service, including all vehicles leased from the County, in good, safe and reasonable manner. To this end, the Provider shall supply tires, tools, and parts, and shall maintain all operating equipment in good and safe working order. The Provider shall keep vehicles in clean condition through a program which includes exterior washing at least weekly, and interior cleaning daily to remove all dirt and debris. The Provider shall, at all times, maintain appropriate County insignia/decals/signs on the exterior of the vehicles. The County shall supply the original insignia/decals/signs for each vehicle.
16. The Provider shall also be responsible for providing preventive and routine maintenance on all equipment leased from the County at least to the extent recommended by the manufacturer. Any necessary repairs to the equipment during the contract period shall be the responsibility of the Provider. The Provider shall maintain, store and perform preventive and routine maintenance on vehicles leased from the County consistent with the terms of the Vehicle Lease Agreement, incorporated herein by reference.
17. The Provider shall be responsible for providing telephone reservation service during at least the hours of service operations. Requests for service by the public must be allowed on demand as well as up to a day in advance of the time needed. A telephone answering device or service will not be considered a suitable method of receiving trip reservations during the service operations hours, but may be used outside of the service hours. The Provider will be responsible for ensuring that the transit service is listed and advertised in the white and yellow pages of the telephone directory. The Provider shall utilize a telecommunications display device/text telephone, or some other suitable method for receiving and responding to requests for service from individuals with hearing and speech impairments. The Provider will be responsible for the scheduling and dispatching of vehicles to service trip requests.
18. The contractor shall record all incoming and outgoing reservation-related phone calls. These recordings are required for quality assurance, complaint investigation, and contract compliance.
 - Recordings must be retained for a minimum of 30 days, or longer upon request by Washington County.
 - The contractor shall maintain a secure and accessible archive of recordings and provide requested files to the County within 2 business days.
 - The cost of recording, storing, and retrieving these calls is the responsibility of the contractor. Washington County reserves the right to audit a random sample of calls periodically.
19. All vehicles must be equipped with a mobile radio or telephone. The Provider will be required to provide the necessary communications equipment to provide radio or telephone dispatched transit service.
20. The Provider shall be required to provide any other operating equipment and facilities, such as a local office or vehicle storage/maintenance garage, not listed in the preceding sections which may be needed to provide service in accordance with this contract.
21. The Provider shall be responsible for maintaining records of operating and financial information, including the timely preparation of monthly, quarterly, and annual reports for the Federal, State, and County relative to this service. At a minimum but not limited to, the following records should be maintained by the Provider and be made available to the County and WISDOT for inspection on demand. All records shall be retained for a period of seven (7) years after termination of this contract.

A. Drivers' Manifest

Drivers shall maintain a manifest which shall include, but are not limited to, the following information:

For Prescheduled:

- Driver name and vehicle number.
- Total daily passenger counts.
- Date, run start time and run end time, and run start odometer and run end odometer.
- Passenger's actual pick up and drop off time, and pick up and drop off odometer.
- Passenger's fare and payment type – paid by cash, punch card or free ride.
- Passenger's client type.
- Complete the daily vehicle check sheet.

For Same Day:

- Driver name and vehicle number.
- Passenger name, pick up and drop off locations, actual pick up time and drop off time, pick up and drop off odometer.
- Passenger's fare and payment type - paid by cash, punch card or free ride.
- Passenger's client type.
- Complete the daily vehicle check sheet.

B. Dispatcher's Logs

Dispatcher logs are to be maintained daily in the dispatch software. These logs shall include, but are not limited to, the following information:

- The passenger name, home address, primary phone number.
- Date, pick up and drop off locations, passenger client and pay type, estimated trip length (miles), pick up and drop off times, and trip purpose.
- The identification number of the vehicle responding to the trip request.

C. Monthly and Quarterly Reports

The Provider shall submit monthly and quarterly reports to the County which shows, but are not limited to, the following information:

- The number of passenger trips.
- The amount of passenger revenue.
- The passenger miles.
- The amount of any other revenue.
- Total actual vehicle miles.
- Total actual vehicle revenue miles (actual transporting passengers).
- Fuel usage.
- ADA related unlinked passenger trips.
- Total actual vehicle hours.
- The total actual vehicle revenue hours.

22. The Provider shall maintain a telephone information service for the shared ride taxi service through which qualified and knowledgeable personnel shall dispense information about the service. The Provider shall utilize a telecommunications display device/text telephone, or some other suitable method, for receiving and responding to requests for information from individuals with hearing or speech impairments.

23. The contractor shall record all incoming and outgoing reservation-related phone calls. These recordings are required for quality assurance, complaint investigation, and contract compliance. Recordings must be retained for a minimum of 30 days, or longer upon request by Washington County. The contractor shall maintain a secure and accessible archive of recordings and provide requested files to the County within 2 business days. The cost of recording, storing, and retrieving these calls is the responsibility of the contractor. Washington County reserves the right to audit a random sample of calls periodically.
24. The County has provided installed front and interior-facing cameras in all transit vehicles leased under contract to improve safety for drivers and passengers. Cameras will record video and audio, and create a record of safety events. Events shall include all collisions and safety events that occur on the transit vehicle, or in a transit facility, or while boarding or alighting. The contractor must download and securely store video footage related to customer complaints, safety incidents, or service-related events. Video recordings shall be retained for a minimum of 30 days, or longer if required by law or during an ongoing investigation. The contractor is responsible for responding to video evidence requests from County staff within 2 business days and providing requested clips via secure, shareable digital format. The County will provide initial training on camera operation and video retrieval. Routine monitoring, issue triage, and file retention protocols are the responsibility of the contractor. The Contractor agrees to inform all driving staff that they will be recorded while in Transit vehicles.
25. The Provider shall respond to and resolve all complaints regarding the service, recording them on a form satisfactory to the County. The Provider shall investigate and resolve each complaint appropriately within five (5) calendar days. When the complaint is resolved, the Provider will promptly notify and submit a completed copy of the complaint resolution to the County. The Provider shall keep a complaint log to manage and monitor all complaints, which will be provided to the County on at least a quarterly basis, unless requested more frequently by County.
26. The County shall be responsible for any planning, promotion, or publicity relative to the contract service. The Provider shall be under no obligation to expend funds for service promotion or publicity with the exceptions of listing and advertisements in the white and yellow pages of telephone directories. The Provider shall be responsible for securing telephone directory listing and advertisements. The Provider may, and is encouraged to, make suggestions and recommendations to the County with respect to rate and fare structures, service planning, service policies, marketing and other matters which may result in improvements of transit service to the community.
27. The County reserves the right to monitor all services during the contract period and shall have the right to reject all services which do not conform to the County's RFP, the Provider's proposal, and this contract. However, the County is under no duty to make inspections or monitor said services and no inspection so made shall relieve the Provider from any obligation to furnish services in accordance with this contract. The County may, at its option, require prompt replacement or correction of rejected work at Provider's expense.
28. The Provider shall not be liable to the County for any failure, delay, or interruption of service, or for any failure or delay in the performance of any obligation under this contract due to acts of God, enemy action, civil commotion, unavoidable casualty, unavailability of fuel, or other similar acts beyond the reasonable control of the Provider.
29. In connection with the performance of this contract, the Provider will cooperate with the County so that the shared ride taxi service is provided in a manner consistent with the requirements of the Americans with Disabilities Act.

30. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or any benefit arising there from.
31. No member officer or employee of the County during that person's tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
32. This contract, the County's RFP and the Provider's response to the RFP shall constitute the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, writings, agreements, warranties, guarantees, whether written or oral, express or implied, relating to the subject matter of this Agreement. The Parties may, by mutual written agreement, modify or amend the terms of this Agreement. The failure or delay of any Party at any time or times to require the performance of any provision of this Agreement shall in no manner affect its right to enforce that provision. No single or partial waiver by any Party of any condition of this Agreement, or the breach of any term, agreement or covenant of, or the inaccuracy of any representation or warranty in, this Agreement, whether by conduct or otherwise, in any one or more instances, shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy. To the extent of any conflict between the provisions of this agreement, the County's RFP (RFP #TRANXX-XX issued MM/DD/YYYY) and the Provider's Response to the County's RFP received MM/DD/YYYY, which included technical and cost proposals), the provision most favorable to the County, as determined by the County, shall prevail.
33. Any notice required or permitted to be given hereunder shall be in writing and shall be served personally or by mail (except as noted in paragraph 12). Notices to the County shall be directed to:
- Transit Manager or The Highway Commissioner
Washington County Highway Department
900 Lang Street
West Bend, WI 53090
- With a copy to:
Washington County Clerk
432 E. Washington Street
West Bend, WI 53095
- Notices to the Provider shall be directed to:
34. The parties hereto shall execute and, if necessary, acknowledge and deliver any and all documents and papers and take all such further action as may be necessary or desirable to carry out and effectuate the full purpose and intent of this contract.
35. The County reserves the right to terminate this Contract, with thirty (30) days' notice to Provider, due to non-appropriation of Federal, State or County funds. However, this provision shall not relieve the County of its responsibility to pay for services satisfactorily provided prior to the date of termination.

36. **FEDERALLY REQUIRED CONTRACT CLAUSES.** In relation to the Federal clauses, COUNTY is referred to as the Recipient, and PROVIDER is referred to as the Contractor. All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.1F November 1, 2016, are hereby incorporated by reference. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requirements or requests of the Washington County Transit Service which would cause the Washington County Transit Service Office to be in violation of the FTA and WisDOT grant terms and conditions.

A. Charter and School Bus Restriction

The Recipient agrees that it will not engage in charter or sightseeing services except in compliance with 49 CFR, Part 604. The Recipient also agrees that it will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators, in accordance with 49 CFR, Part 605. All vehicles operated by the transit system will remain open to the public at all times and will be clearly marked for public use.

B. Energy Conservation

The Recipient agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

C. Clean Water

The Recipient agrees that it will comply with U.S. Department of Transportation regulations relating to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 *et seq.* In addition:

- 1) The Recipient agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f *et seq.*
- 2) The Recipient agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

D. Lobbying Certification

The Recipient, in compliance with 49 CFR Parts 19 and 20, hereby assures and certifies that for any application for a Federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 or grant, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The Recipient shall require that the language of this certification will 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 assurance is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the assurance and certification is a prerequisite for making or entering into this transaction, as imposed by 31 U.S.C. 1352. 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.

E. Public Records Access

It is the policy of the Department to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities related to this contract. 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.

The Recipient agrees to require its third party contractors and third party subcontractors at as many tiers of the Project as required to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, access to all third party records as requested to conduct audits and inspections related to any third party contract that have not been awarded on the basis of competitive bidding for a capital or improvement Project, as required by 49 U.S.C. § 5325(a). The Recipient further agrees to require its third party contractors and third party subcontractors at as many tiers of the Project as required to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

F. Federal Changes

The Recipient agrees that it will comply with 49 CFR Part 18; U.S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures, and directives, including those directly listed or included by reference in Form FTA MA (16) dated October 1, 2009, as they may be amended or promulgated from time to time during the term of this Contract. Recipient's failure to so comply shall constitute a material breach of this Contract.

G. Clean Air

This requirement applies to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The Recipient agrees to comply with all applicable regulations, standards, orders, and requirements implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* In addition:

- 1) The Recipient agrees to comply with the applicable requirements of the U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the State Implementation Plan.
- 2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Accordingly, the Recipient agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor

Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

- 3) The Recipient agrees to comply with the notification of violating facility requirements of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

H. Recycled Products

The Recipient agrees that it will comply with 42 USC § 6962 et seq., 40 CFR Part 247, and Executive Order 12873; U.S. Department of Transportation regulations relating to recycled products. This requirement applies to all contracts designated by the EPA, when the purchaser or contractor procures \$10,000 or more of such items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000, using federal funds.

I. No Government Obligation to Third Parties

The Recipient agrees that it will comply with the U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows:

The Recipient 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 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 recipient, contractor, or any other party (whether or not party to that contract) pertaining to any matter resulting from the underlying contract.

The Recipient 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.

J. Program Fraud and False or Fraudulent Statements and Related Acts

The Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 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 Recipient 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 Recipient 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 Recipient to the extent the Federal Government deems appropriate.

The Recipient 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 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC §5307(k) on the Recipient, to the extent the Federal Government deems appropriate.

The Recipient 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.

K. Termination

- 1) The Department may terminate this Contract at any time that the Secretary determines that the Recipient or their subcontractor has failed to perform in the manner called for in the contract or has failed to fulfill contract obligations. Failure of the Recipient or their subcontractor to comply with the terms and conditions of its grant application and/or the provisions of this Contract shall be considered cause for termination.
- 2) The Recipient may terminate this Contract if so directed by its appropriate governing body for whatever reason such request to terminate is made.
- 3) Both parties agree that notice of intent to terminate the contract shall be made in writing through "return-receipt certified mail," at least 30 calendar days prior to the proposed termination date.
- 4) Upon termination of this Contract under the provisions of paragraphs A, B or C of this Article, the Recipient agrees to dispose of the project facilities, equipment, and/or rolling stock, in accordance with Wisconsin Department of Transportation instructions.

L. Government Debarment and Suspension

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and sub-recipients from contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. Recipient agrees to submit a certification to the effect that it will not enter into contracts over \$25,000 with suspended or debarred contractors and that it will require their contractors (and their subcontractors) to make the same certification to it. Recipients are required to pass this requirement on to subcontractors seeking subcontracts over \$25,000. Thus the terms "lower tier covered participant" and "lower tier covered transaction" include both contractors and subcontractors and contracts and subcontracts over \$25,000. The certification and instruction language is obtained at 29 CFR Part 29, Appendix B, and must be included in IFB's and RFP's (for inclusion by contractors in their bids or proposals) for all contracts over \$25,000, regardless of the type of contract to be awarded.

M. Privacy Act

The Recipient 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 USC § 552a. Among other things, the Recipient agrees to obtain the express consent of the Federal Government before the Recipient or its employees operate a system of records on behalf of the Federal Government. The Recipient 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.

The Recipient 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.

N. Civil Rights

The Recipient agrees that it will comply with Title VI of the Civil Rights Act of 1964 and all U.S. Department of Transportation regulations relating to enforcement of that Act. The following specific requirements apply to this contract:

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Recipient and Contractor agree to not discriminate against any employee or

applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Recipient and Contractor agree 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 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Recipient and Contractor agree 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 USC § 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 Recipient and Contractor agree 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 Recipient and 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 USC § 623 and Federal transit law at 49 USC § 5332, the Recipient and Contractor agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Recipient and Contractor agree 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 USC § 12112, the Recipient 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 Recipient agrees to comply with any implementing requirements FTA may issue.
- 3) The Recipient 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.

O. Breaches and Dispute Resolution

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

Disputes arising in the performance of this contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the State of Wisconsin, the Chief of Public Transit. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Recipient mails or otherwise furnishes a written appeal to the Chief of the Public Transit Section. In connection with any such appeal, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Chief of Public Transit shall be binding and the Recipient will abide by the decision. Unless otherwise directed, the Recipient shall continue performance under this contract while matters in dispute are being resolved.

P. Labor Protection

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

Q. Incorporation of Federal Transit Administration (FTA) Terms

All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 or any subsequent amendments, 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 Recipient shall not perform any act, fail to perform any act, or refuse to comply with any WisDOT requests that would cause WisDOT to be in violation of the FTA terms and conditions.

R. Drug and Alcohol Testing

The Recipient agrees to comply with the following Federal substance abuse regulations:

- 1) Drug-Free Workplace. U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §8103.
- 2) Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, to the extent applicable.

S. Intelligent Transportation System Program

The Recipient agrees that it will comply with all requirements of Section VII of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1459, January 8, 2001, in the course of implementing an ITS project. The applicant further agrees that it will comply, and require its third party contractors and subrecipients to comply, with all applicable requirements imposed by Section V (Regional ITS Architecture) and Section VI (Project Implementation) of that Notice.

T. Access Requirements for Persons with Disabilities

The Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(b), which states the Federal policy that elderly persons and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- 3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- 6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- 7) 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;
- 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- 9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- 10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609;
- 11) Any implementing requirements FTA may issue.

U. Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

V. Transit Employee Protective Agreements

- 1) 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 (2) and (3) of this clause.
- 2) 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.

- 3) 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.
- 4) The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

W. Disadvantaged Business Enterprises

- 1) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **2%**. A separate contract goal has not been established for this procurement.
- 2) The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Washington County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 3) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- 4) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Washington County. In addition, the contractor may not hold retainage from its subcontractors.
- 5) The contractor must promptly notify Washington County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Washington County.

X. 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.

37. Should any part of this contract be declared to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision will not affect the validity of the remainder of the Agreement, which will continue in full force and effect. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County and the Provider, except as noted herein.

38. The term of this contract is January 1, 2026 – December 31, 2027, unless terminated by written notice in accordance with paragraph 12. The parties hereto may renew this contract for one additional one-year period, subject to availability of federal, state and local funds and mutually agreeable, written terms. In no event shall this contract or its renewal continue beyond December 31, 2030.

IN WITNESS WHEREOF, the parties hereto affix their hands and seals. All as of the date first above written.

WASHINGTON COUNTY

Josh Schoemann
County Executive

Witness

Date: _____

Ashley Reichert
County Clerk

Witness

Date: _____

PROVIDER

Witness

Date: _____

APPENDIX U

HISTORICAL DATA HIGHLIGHTS

2024 Averages	Sunday	Saturday	Weekday	Month
Revenue Miles	192.9	535.7	2,470.1	55,836.4
Non-Revenue Miles	37.3	103.7	478.4	10,813.7
Trips	18.8	47.0	215.7	4,885.6

Period	Trips	Total Cost	Cost Per Trip	Fares	Fares per trip	Billed Hours	Trip Per Billed Hour
2024	58,628	\$ 2,348,591.38	\$ 40.06	\$ (440,025.25)	\$ (7.51)	52,477	1.12



2024 Trips By Fare Type

	Adult	Agency	Disabled	Elderly	Hospital	Student
Jan	562	650	1,821	1,121	490	10
Feb	533	682	1,927	1,150	520	57
Mar	479	723	1,814	1,207	524	37
Apr	493	813	1,820	1,427	523	42
May	469	899	1,728	1,695	527	32
Jun	425	780	1,455	1,444	487	40
Jul	417	876	1,440	1,515	474	53
Aug	473	930	1,369	1,533	571	38
Sep	473	867	1,440	1,608	486	22
Oct	438	1,023	1,752	1,721	491	42
Nov	455	683	1,434	1,601	453	13
Dec	495	626	1,331	1,565	496	18
Total	5,712	9,552	19,331	17,587	6,042	404
Average	476	796	1,611	1,466	504	34

2024 AVERAGE TRIPS BY HOUR AND DAY OF WEEK

