



TRANSIT COMMISSION MEETING AGENDA

MONDAY, NOVEMBER 17, 2025 AT 5:00 PM

WATERTOWN MUNICIPAL BUILDING, 106 JONES STREET, UPPER LEVEL - ROOM 2044

Virtual Meeting Info: <https://us06web.zoom.us/join> Meeting ID: 917 858 0897 Passcode: 53094 One tap mobile +16469313860

All public participants' phones will be muted during the meeting except during the public comment period.

1. CALL TO ORDER

2. REVIEW & APPROVE MINUTES

A. Transit Commission minutes from October 20, 2025

3. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT

Each individual who would like to address the Commission will be permitted up to three minutes for their comments - this section of the agenda includes Watertown Transit Personnel who wish to address the Commission.

4. BUSINESS

A. Review and take action: Enter into contract with Passenger Transit Inc. for Shared-Ride Taxi Services January 1, 2026 - December 31, 2027

B. Review and take action: Enter into lease with Passenger Transit Inc. For Shared-Ride Taxi Service Vehicles January 1, 2026 - December 31, 2027

C. Review and take action: Apply for operating grant from Department of Transportation for 2026 Shared-Ride Taxi Service

D. Review and take action: Apply for a capital grant from Department of Transportation for 2026 fleet purchases for Shared-Ride Taxi Service

E. Review and take possible action: Agency Fare rate increase for 2026

F. Review and take possible action: Transit service hours for 2026

G. Review and take possible action: General fare increases for 2026

5. SET NEXT MEETING DATE

6. ADJOURNMENT

Persons requiring other reasonable accommodations for any of the above meetings, may contact the office of the City Clerk at cityclerk@watertownwi.gov phone 920-262-4000

A quorum of any City of Watertown Council, Committee, Board, Commission, or other body, may be present at this meeting for observing and gathering of information only



TRANSIT COMMISSION MEETING MINUTES

MONDAY, OCTOBER 20, 2025 AT 5:00 PM

WATERTOWN MUNICIPAL BUILDING, 106 JONES STREET, ROOM 2044

The Transit Commission met on the above date and time in person and virtually with the following members present: Tom Hahn, Michelle Bainbridge, David Applegarth, Laurie Grosenick, and Ald. Smith (left at 5:29pm). Also in attendance was City Clerk Megan Dunneisen.

1. **CALL TO ORDER** – Chair Hahn called the meeting to order at 5:00 pm
2. **REVIEW & APPROVE MINUTES**
 - A. Ald. Smith made a motion to approve the Transit Commission minutes from August 18, 2025, second by Applegarth and carried by unanimous voice vote.
3. **COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT** - None
4. **REVIEW RIDERSHIP / FINANCIAL STATISTICS**
 - A. Taxi Stats were presented. Ald. Smith noted increased ridership.
5. **BUSINESS**
 - A. Clerk Dunneisen gave an update on the status of proposals for Shared-Ride Taxi Services RFP noting that WisDOT was in the process of review and once complete notice of intent to award will be issued.
 - B. Clerk Dunneisen gave an update on the recent Transit Van Procurement noting that the van was being put into service later this week.
 - C. Clerk Dunneisen gave an update on the Transit Van accident on 10-16-2025 – no injuries and repairs to vehicle are covered under Passenger Transit insurance coverage.
 - D. Discussion on possible decrease to local share funding for the Transit System. Future discussion on rates and services hours to be discussed at next meeting.
6. **REVIEW QUARTERLY REPORTS**
 - A. Vehicle Maintenance Report was presented.
 - B. Watertown Transit Mechanic Report – not present.
 - C. Driver Logs - No Incidents for the 3rd QTR.
 - D. Watertown Transit Employee Reports –not present.
 - E. Complaint Log was presented.
7. **SET NEXT MEETING DATE** – November 17 5:00pm
8. **ADJOURNMENT** – Grosenick made a motion to adjourn, second by Bainbridge and carried by unanimous voice vote at 5:46 pm.

Respectfully Submitted,

Megan Dunneisen, City Clerk

DISCLAIMER: These minutes are uncorrected; any corrections will be noted in the proceedings at which these minutes are approved. Complete minutes are open for public inspection in the Clerk's Office.

**RESOLUTION TO
ENTER INTO CONTRACT WITH PASSENGER TRANSIT, INC. FOR
SHARED-RIDE TAXI SERVICE JANUARY 1, 2026 – DECEMBER 31, 2027**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE
WITH RECOMMENDATION FROM TRANSIT COMMISSION**

WHEREAS, the City of Watertown released a request for proposals for a shared-ride taxi service provider for the period of January 1, 2026 through December 31, 2027 with three one-year options to follow on August 25, 2025 with a due date of October 8, 2025; and,

WHEREAS, the Transit Evaluation Committee reviewed and scored the proposal received from Passenger Transit, Inc. and determined Passenger Transit, Inc. to be the sole responsible and responsive bidder and determined the pricing proposal to be fair and reasonable based on an independent cost estimate and market pricing; and,

WHEREAS, the Transit Commission has recommended to the Finance Committee and Common Council to enter into a 2 year base contract with Passenger Transit, Inc., beginning January 1, 2026, through December 31, 2027 for 29,000 service hours per year at an hourly service rate of \$35.91.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:
That the proper City officials be and are hereby authorized to enter into the attached contract with Passenger Transit, Inc. for the period of January 1, 2026, through December 31, 2027.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED December 2, 2025

CITY CLERK

APPROVED December 2, 2025

MAYOR

**2026-2027 SHARED RIDE TAXI OPERATING CONTRACT
BETWEEN THE CITY OF WATERTOWN AND
PASSENGER TRANSIT, INC.**

This Contract is made by and between THE CITY OF WATERTOWN, hereinafter referred to as "City" and PASSENGER TRANSIT, INC. hereinafter referred to as "Contractor."

PRELIMINARY STATEMENT

The City sponsors a Shared-Ride Taxi Service as a public transportation program to serve its residents. The City solicited proposals for the operation of this service from the period commencing January 1, 2026 and ending on December 31, 2027 with three one-year options, and PASSENGER TRANSIT, INC.'S proposal was deemed to be most advantageous to the City and was accepted.

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

CONTRACT CONDITIONS

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

The Contractor shall submit invoices for the total number of hours of service provided to the City no more frequently than monthly, and the City shall review said invoice and reimburse the Contractor within 20 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the City within 15 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, total miles operated, gallons of gasoline purchased, driver logs, driver hours (schedule, worked, paid). The Contractor is also responsible for preparing and submitting to the City quarterly and annual reports required by the Wisconsin Department of Transportation showing passenger trips, revenue, expenses, and other as detailed in the RFP:

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

The City reserves the right to discontinue the contract’s remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly costs are not mutually acceptable between the Contractor and the City. Any such discontinuation of the contract shall have at least 90 days written notice to the Contractor, including the decision to not exercise an option year.

The City may terminate this contract with 90 days written notice to the Contractor. This contract shall not be assigned, transferred or encumbered in any manner without the prior written consent of the City, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be \$1,041,390 per year, based on 29,000 hours of service at the rate of \$35.91 per hour. Option year rates will be determined based upon the percent change in the CPI-U from the preceding year applied to the current contract year price.

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor, including the RFP and addendums, shall be included in this contract by reference. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

Dated this _____ day of _____, 2025

Municipality

Contractor

Authorized Official

Authorized Representative

.

SOLICITATION AMENDMENT

Section 4, ItemA.

Solicitation Number: T2025-2	Solicitation Name: Watertown Shared Ride Taxi Services
Date: 9/24/2025	Amendment 1

Proposers must acknowledge receipt of this Amendment, to ensure you have read, understand, and the proposal of your company is predicated upon the contents of this Amendment. Complete the acknowledgment by signing and submitting the signed Amendment #1 with proposal.

This amendment must be submitted with the proposal to be considered responsive.

Signature

Date

Amended Requirements, Terms and Conditions

The following section(s) have been replaced entirely by the following language:

1. The Due date for submitting Proposals has been extended to **10/8/2025 at 10 AM CT.**
2. Due date for submitting questions has been extended to **9/29/2025 at 10 AM CT.**
3. Section 3.0 Proposal Schedule

Date	Event
August 25, 2025	Issue Request for Proposals (RFP)
September 29, 2025 at 10 AM CT	Due date for submitting questions
October 1, 2025	Issue written response to questions - <i>Estimated</i>
October 8, 2025 at 10 AM CT	Due date for submitting Proposals - Late submissions will not be accepted
October 9, 2025	Proposal Evaluation Starts - <i>Estimated</i>
October 21, 2025	Oral presentations, as needed - <i>Estimated</i> (1 hour each, if needed)
October 21, 2025	Call for Best and Final Offers - <i>Estimated</i> (if needed)
October 24, 2025	Due date for submitting Best and Final Offers - <i>Estimated</i> (if needed)
October 28, 2025	Final approvals for award - <i>Estimated</i>
November 4, 2025	Notification of Intent to Award - <i>Estimated</i>
November 21, 2025	Issue "Notice to Proceed"- <i>Estimated</i>
January 1, 2026	Contract Start Date - <i>Estimated</i>

REQUEST FOR PROPOSAL
COVER SHEET
Watertown Shared Ride Taxi Services

SOLICITATION NUMBER (must be included on all proposal documents that are submitted)	T2025-2
THIS SOLICITATION CLOSING ON	October 1, 2025 10:00 a.m
Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.	

SUBMIT PROPOSALS/OFFERS TO	City of Watertown 106 Jones Street Watertown WI 53094 mdunneisen@watertownwi.gov
FOR INFORMATION ON THIS PROCUREMENT, CONTACT	Megan Dunneisen mdunneisen@watertownwi.gov 920-262-4006
ITEMS OR SERVICES TO BE PURCHASED	Curb to curb shared ride taxi service within the Watertown City Limits (or within 2 miles)

SIGNIFICANT EVENTS/DATES

ISSUE DATE	August 25, 2025
PRE-PROPOSAL CONFERENCE	There will be no Pre-Proposal Conference
LAST DAY TO SUBMIT QUESTIONS	September 15, 2025 at 10:00 A.M. CT
PROPOSAL CLOSING DATE	October 1, 2025 at 10:00 A.M. CT
EVALUATIONS BEGIN - ESTIMATED	October 3, 2025
EVALUATIONS COMPLETED-ESTIMATED	October 21, 2025
ESTIMATED CONTRACT AWARD DATE	November 4, 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 Watertown WI

Issued By City of Watertown

Date Issued 08/25/2025

**Proposals must be submitted no later 10/01/2025 at 10:00 A.M. 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 one of the following method(s):

<p>One original (identified as such) paper copy by mail</p> <p>C. Watertown Attn: City Clerk 106 Jones Street PO BOX 477 Watertown WI 53094</p>	<p>Identify the outside of the proposal as “RFP Shared Ride Taxi.” Include the pricing proposal in a separate sealed envelope identified as “Pricing Proposal.” Include the pricing proposals</p>
<p>And One electronic copy delivered though email</p> <p>mdunneisen@watertownwi.gov</p>	<p>If a Vendor is submitting their Proposal through email, the submittal must include all required documentation organized and named as detailed in this RFP.</p>

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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	Watertown
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 will be provided 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.
4. Vendor must keep logs and service records for vehicle maintenance.
5. Vendor must keep records of each trip.
6. Vendor must keep driver training and screening information.

1.2 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 (3) one (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.

1.3 Number of Contracts

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

1.4 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 **T2025-2** and be directed to the agency Procurement Manager: **Megan Dunneisen, City Clerk.**

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.

1.5 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$993,876.00) fund this contract, in whole or in part (Section 5311 – CFDA 20.509).

Applicable Federal clauses are set forth in Appendix I of the solicitation.

1.6 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.

1.7 Contract Term Price Options

Proposers must price base year contract prices (For 2 years) 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 **1, 2, and 3** (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.

1.8 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.

1.9 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.

1.10 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.

1.11 Reasonable Accommodations

City of Watertown 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.

1.12 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.

1.13 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.

1.14 Order of Precedence

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the proposal response from the successful proposalder, 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

City of Watertown will not be hosting a pre-proposal conference.

3.0 PROPOSAL SCHEDULE

City of Watertown 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
August 25, 2025	Issue Request for Proposals (RFP)
September 15, 2025 at 10 AM CT	Due date for submitting questions
September 19, 2025	Issue written response to questions - <i>Estimated</i>
October 1, 2025 at 10 AM CT	Due date for submitting Proposals - Late submissions will not be accepted
October 3, 2025	Proposal Evaluation Starts - <i>Estimated</i>
October 14, 2025	Oral presentations, as needed - <i>Estimated</i> (1 hour each, if needed)
October 14, 2025	Call for Best and Final Offers - <i>Estimated</i> (if needed)
October 17, 2025	Due date for submitting Best and Final Offers - <i>Estimated</i> (if needed)
October 21, 2025	Final approvals for award - <i>Estimated</i>

Date	Event
November 4, 2025	Notification of Intent to Award - <i>Estimated</i>
November 21, 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 (This requirement should match submission type)

- A. If hardcopy, proposal will be typewritten, using a 12-point font (which is the size used in this RFP) on a standard 8 1/2" x 11" page format. Vendors must organize their Proposals so that they address each of the elements stated below in this Part V, Paragraph B, in the same order as listed in therein.
- B. If electronic, each proposal should be in Microsoft Word, Adobe Acrobat, or equivalent format, using 12-point font and a standard 8 1/2" x 11" page format.

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 City of Watertown (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 during City of Watertown Shared-Ride Taxi Operating hours, 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. Possess database software that tracks ridership and revenue activity and provides reports for such data which can be used for current and historical data purposes.

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 three (3) one (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 (1)-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 amendment/modification citing the option renewal period. Also see paragraph 6.24 titled Continuation of Service.

6.4 Service Area

Service shall be provided within the City of Watertown and within a 2 mile radius of the Municipality.

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 30 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 assist in carrying the elder or persons with disabilities personal effects between the vehicle and the entrance to the business or home if requested.
- C. Passengers must be allowed to bring bags of merchandise, items of luggage, or other personal effects at no additional charge, provided the items are able to fit in a secure place in the vehicle that does not present a safety concern or disrupt the vehicles ability to transport another passenger. Drivers must assist elders or persons with disabilities in carrying personal effects between the vehicle and the closest entrance to the business or home if requested.

6.7 Hours of Service - Table 1

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

Monday	5:30	AM	to	12:00	AM
Tuesday	5:30	AM	to	12:00	PM
Wednesday	5:30	AM	to	12:00	AM
Thursday	5:30	AM	to	12:00	AM
Friday	5:30	AM	to	3:15	AM
Saturday	7:00	AM	to	3:15	AM
Sunday	7:00	AM	to	6:00	PM

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

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

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

Weekly Service Levels / Number of Vehicles / Drivers Required

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12:00 AM						3	3
1:00 AM						3	3
2:00 AM						3	3

3:00 AM						3	3
4:00 AM							
5:00 AM							
6:00 AM	5	5	5	5	5		
7:00 AM	6	6	6	6	6	4	3
8:00 AM	6	6	6	6	6	4	3
9:00 AM	6	6	6	6	6	4	3
10:00 AM	6	6	6	6	6	4	3
11:00 AM	6	6	6	6	6	4	3
12:00 PM	6	6	6	6	6	4	3
1:00 PM	6	6	6	6	6	4	3
2:00 PM	6	6	6	6	6	4	3
3:00 PM	6	6	6	6	6	4	3
4:00 PM	6	6	6	6	6	4	3
5:00 PM	5	5	5	5	5	4	3
6:00 PM	4	4	4	4	4	4	
7:00 PM	3	3	3	3	3	3	
8:00 PM	3	3	3	3	3	3	
9:00 PM	2	2	2	2	3	3	
10:00 PM	2	2	2	2	3	3	
11:00 PM	2	2	2	2	3	3	

6.9 Weekly Estimated Total Hours

- A. The "total weekly-scheduled vehicle / driver hours" **is typically an average of 553 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.
- C. For the following holidays it is expected that two vehicles will be available using Sunday hours, except as noted:

January 1 (to 3:15 a.m.)
Memorial Day

July 4th
Labor Day
Thanksgiving Day
Christmas Eve
Christmas Day
244 contract hours annually are allotted for this (Not currently listed in section 6.8)

D. Contract hours must not exceed contract maximum of 29,000 service hours.

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.

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 2 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, and 3 (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 ADMINSTRATOR 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.

6.11 Available Vehicles

- A. The Municipality will provide no less than 10 vehicles (vans/buses) some being ADA accessible vehicles (with a wheelchair accessible ramp or lift) which are to be leased to the Contractor.
- B. The Contractor shall solely use vehicles that are leased through the Municipality for contracted hours.

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.
- D. The Contractor will have a poweroutage/internet outage policy and procedure in place to be able to continue to provide services during those times.

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:

Megan Dunneisen

920-262-4006

mdunneisen@watertownwi.gov

- 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, regardless of severity, within 24 hours of the incident. It is the responsibility of the Contractor to have any and all damages incurred repaired in a timely manner. All Municipality owned vehicles are subject to inspections by the Municipality.
- C. The Contractor is repsonbile for the proper care and preventive maintenance of vehicles. All Munciplality- leased vehicles shall be used soley for providing the contracted services.
 - a. Any necessary repairs and maintenance to the leased vehicles during the contract period shall be the responsibility of the Contractor and shall be documented and submitted quarterly to the Municipality.
 - b. Interior and exterior of the vehicles cleanliness will also be maintained with routine car washes and interior cleanings.

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.

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	\$1,000,000
Bodily Injury, Per Person	\$250,000
Property Damage	\$250,000
<i>Combined Single Limit</i>	\$1,000,000

- 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.

6.17 Collected Revenues

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

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 and reports shall be submitted for payment to the Municipality 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 and submitted to the Municipality monthly. Logs 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.
- B. **Dispatcher Records** - Dispatcher logs are to be maintained daily and available for review by the municipality upon request. 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
- 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. Total miles;
 - d. Gallons of gasoline purchased (is not reimbursed through admin);
 - e. Rent costs (is not reimbursed through admin) and
 - f. Driver hours (scheduled, worked, paid).
- D. **Quarterly and Annual Reports** - The Contractor shall prepare for the Municipality quarterly and annual reports (operating statistics, budget reports, misc.) 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)
- c. Reports shall include, but are not limited to,
 - Passenger Trips
 - Breakdown of passengers trips
 - Agency Fare Trips
 - Vehicle Miles
 - Vehicle Hours
 - Revenue
 - Passenger Revenue
 - Break down by Full Adult Fares, Elderly and Disabled, other reduced fares (children Accompanying), Child Fares, Agency Fares
 - Agency Fare Revenue
 - Expenses
 - Service Hours (purchased transportation
 - Hourly Rate
 - Other
 - Gallon of Fuel
 - # of Denied Rides
 - # of Requests for Accommodation
 - # of Non Service Incidents
 - # of Reportable Events
 - # of Injuries
 - # of Fatalities
 - Vehicle Odometer readings
 - Vehicle Condition
 - Vehicle Maintenance Logs
 - Reportable Driver Incidents

- 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.

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 shall be provided to the Municipality on a quarterly bases and available for inspection by the Municipality or the Wisconsin Department of Transportation upon demand.
- B. The Contractor must notify the Municipality of any complaint received within a timely manner and keep a running log of all complaints made. The log shall include, but not limited to:

The type of complaint (complaint, investigation, lawsuit The protected class under Title II is disability. The protected classes under Title VI are Race, Color and Nation Origin.)

Date complaint received

Complainant’s contact information

Basis of complaint

Summary (complaint description)

Action taken/final outcome if resolved

Status
- C. 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.
- D. 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.
- E. Contractor must notify Municipality of any vehicular accidents and/or passenger injury incidents, as wells as any reportable safety and/or security incidents as defined by the FTA requirements within 24 hours of occurrence. If any damage has occurred it must be repaired ina timely manner.

6.21 Promotion and Publicity

- A. The Contractor must be responsible for any promotion or publicity relative to the contract service. The Contractor shall expend funds for such promotion or publicity as approved by the Municipality.
- B. All promotion and publicity should be coordinated with the city to include general information regarding FTA Title VI Requirements regarding participants not to be excluded on the grounds of race, color or national origin. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice that sets forth the provisions of nondiscrimination laws.

6.22 Contract Award Document

- A. In accordance with the intent of this solicitation, all sections of this RFP will be incorporated into the resulting contract. The contract will contain all terms and conditions listed in the RFP.
 - a. Awarded vendor must adhere to all terms and conditions listed in the RFP.
- 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
 - Megan Dunneisen
 - City Clerk
 - Mdunneisen@watertownwi.gov
 - 920-262-4006
- B. Contractor issues related to Municipality-leased assets, including condition reports and accident reports shall be submitted in writing to
 - Megan Dunneisen
 - City Clerk
 - mdunneisen@watertownwi.gov
 - 920-262-4006

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

Megan Dunneisen

City Clerk

mdunneisen@watertownwi.gov

920-262-4006

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 2026 with a fixed-price Hourly Service Rate (HSR) for the first two contract years:

Base Year HSR	\$24.00
CPI-U applied for 2028 is 1.9 percent	x 1.019 (actual)
Option Year 1 HSR (Contract Year 3) =	\$24.46 (becomes new “base” price)
Year 3 Base HSR	\$24.46

CPI-U applied for 2029 is 2.7 percent change

x 1.027 (actual)

Option Year 2 HSR (Contract Year 4) = \$25.12 (becomes new "base" price)

Year 4 Base Hourly Service Rate	\$25.12
CPI-U applied for 2030 is 1.7 percent change	x 1.017 (actual)
Option Year 3 HSR (Contract Year 5) =	\$25.55 (becomes final "base" price)

- 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 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 synopsise their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation.

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

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](https://www.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 contract all 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.

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.):
- 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

7.17 Fleet Description

The City of Watertown will lease vehicles to the Contractor. Current fleet consists of 13 vehicles this amount is subject to change. The Contractor is responsible for providing routine maintenance and any cost associated with said maintenance to these vehicles as well as responsible for providing insurance and getting vehicles repaired in a timely manner after any incident. Maintenance logs for each vehicle must be kept and submitted to the Municipality quarterly. Contractor must explain that they agree. See Appendix O for the list of current vehicles in the fleet. Subject to change by time of award.

7.18 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.

7.19 Insurance Coverage

Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions in **Appendix M - Insurance**

7.20 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**

7.21 Fleet

To be provided by the City of Watertown

7.22 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, driver logs, and revenue by day, on a cumulative monthly basis and quarterly.
- E. Describe the Offeror's protocol for addressing customer complaints and reporting these complaints and any subsequent remedial action to the Municipality.

7.23 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. 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. The submitted price must apply to any number of hours purchased, up to the contract's maximum.

This is a firm-fixed price contract for a base period of two (2) years with three (3) one (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, and 3 (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.

7.24 Proposalders List – Appendix J

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

7.25 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

7.26 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, 2, and 3 (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)	=	$\$24.00 \times 1.01$	= \$24.24
HSR Option Year 2 (Contract Year 4)	=	$\$24.24 \times 1.01$	= \$24.48
HSR Option Year 3 (Contract Year 5)	=	$\$24.48 \times 1.01$	= \$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

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

OFFEROR B

Competence	Excellent	20 points x 1.0	=	20 points
Capacity	Good	25 points x .80	=	20 points
Experience	Good	25 points x .80	=	20 points
Total Technical Evaluation Score			=	60 points
Price	Points assigned for second lowest total price		=	24 points
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 Megan Dunneisen, mdunneisen@watertownwi.gov, 920-262-4006.

9.2 Technical Administrator

The individual authorized to address any technical or specification issue, or other work or performance requirements under this contract is: Watertown Street/Solid Waste Division Operations Manager and/or Street/Solid Waste Division Mechanic, swinkelman@watertownwi.gov, 920-262-4080

(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 Megan Dunneisen, mdunneisen@watertownwi.gov, 920-262-4006.

9.4 Contract Payment Administrator

The individual and office responsible for making contract payments is Mark Stevens, mstevens@watertownwi.gov, 920-262-4007.

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 (\$993,876.00) 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/offeree.

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/offeree 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/offerees 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 September 15, 2025 by 10 AM CT to: Megan Dunneisen.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the Question Due Date specified in this RFP. 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 Megan Dunneisen at (mdunneisen@watertownwi.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 Submittal(s)

Email proposal submittal(s) are also allowed in lieu of a physical response to the procurement events. If a Vendor is submitting their Proposal through email, the submittal must include all required documentation organized and named as detailed in this IFB.

Email Proposal submissions must be submitted to: Megan Dunneisen
mdunneisen@watertownwi.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 Proposal response.

All Proposals MUST be received no later than Submission Due Date and Time. The timestamp on the email as it is received by THE AGENCY will be the submittal time. **Proposals 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 proposal:

- 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 – PROPOSALDERS LIST
- APPENDIX L – VEHICLE INVENTORY AND FLEET MAINTENANCE
- APPENDIX M – INSURANCE
- APPENDIX N - RECORD KEEPING
- APPENDIX O - Fleet Listing

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/File – 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/File – 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.
- C. Proposals that arrive unpackaged or unsealed shall not be accepted.

13.8 Authorized Signature

An individual authorized to legally bind the business submitting the Proposal must sign the solicitation. The Proposer's/offeree'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 proposal/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 proposal/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when proposals/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 proposal/proposal response may mean that all information provided as part of the proposal/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the proposal/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 proposal/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. Proposalers/proposers are cautioned to avoid proposaling alternates to the specifications which may result in rejection of their proposal/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposaler's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposalers/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 proposal/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 proposal/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 proposal/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 proposals/proposals, to waive any technicality in any proposal/proposal submitted, and to accept any part of a proposal/proposal as deemed to be in the best interests of the State of Wisconsin.

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

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive proposalder 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 proposalder/proposer, equipment purchased as a result of this request shall be warranted against defects by the proposalder/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. Proposal/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 proposal/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 proposal/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). Proposal/propellers/proposers may request the form if it is not part of the Request for Proposal/Request for Proposal package. Proposal/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. Proposal/propellers are encouraged to proposal 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 proposalder/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 proposalder/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 PROPOSAL/PROPOSAL CONTENT: The contents of the proposal/proposal of the successful contractor will become contractual obligations if procurement action ensues.

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

2.1 The prices in this proposal/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 proposalder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this proposal/proposal have not been knowingly disclosed by the proposalder/proposer and will not knowingly be disclosed by the proposalder/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 proposalder/proposer or to any competitor; and

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

2.4 Each person signing this proposal/proposal certifies that: He/she is the person in the proposalder'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 proposalder'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 proposal/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. Proposal/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.

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?

YesNo

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**?

YesNo

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 A of Procurement
TRANSIT SYSTEM**

Section 4, ItemA.

T2025-2

**Watertown Shared Ride Taxi Services
Pricing Proposal**

Vendors must submit costs for each deliverable. Provide your best pricing on this Pricing Proposal Excel Document. 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 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. Proposals may be disqualified if the price sheet is altered and not completed as designed. The submitted price must apply to any number of hours purchased, up to the contract's maximum.

Please sign and date the Pricing Proposal.

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, and 3 (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. All dollar amounts should not include a fraction of a cent, and therefore should be to the hundredth of a dollar.

Base Contract Performance Period will cover the period of 1/1/2026 - 12/31/2027 (2-Year Base Contract). The contract will contain THREE (3) ONE (1) year options.	<u>Deliverables</u>	<u>Cost</u>
	a. Base Year 1 Hourly Service Rate	\$ -
	b. Base Year 2 Hourly Service Rate	\$ -
	c. Option Year 3 Hourly Service Rate	\$ -
	d. Option Year 4 Hourly Service Rate	\$ -
	e. Option Year 5 Hourly Service Rate	\$ -
	Total	\$0

Signature of Authorized Preparer: _____ Date: _____

Title/Role: _____

Company Name: _____

Proposalders (Bidders) List

Background

49 CFR Part 26.11 requires the Wisconsin Department of Transportation (WisDOT) to develop and maintain a list of firms that bid/quote on DOT-assisted contracts. All firms (prime contractors and subcontractors, including DBEs and non-DBEs) that bid or quote on DOT-assisted prime contracts and subcontracts must complete this form. This form should include subcontractors/subconsultants that contacted the prime expressing an interest to work as a subcontractor/subconsultant on the DOT assisted project.

Instructions

Vendors must complete and submit this form with all bids and/or proposals. Attach additional pages, as needed.

Terms/Definitions

Type of Work – List the type of work and/or all the work activities the firm is sought to perform in its bid.

NAICS Codes – List all North American Industry Classification System (NAICS) Codes applicable to the scope of work activities the firm is sought to perform in its bid. A NAICS Codes is available at <https://www.naics.com/search/>

Prime Contractor and Consultant - Complete all data fields for the firm's majority owner.

Name of Prime Contractor/Consultant:				
Contact Name:		Annual Gross Receipts		DBE Status <input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		<input type="checkbox"/> Less than \$500,000		
Phone:		<input type="checkbox"/> \$500,000 - \$1 million		
Address: Include Zip Code		<input type="checkbox"/> \$1 million - \$2 million	Age of Firm:	
		<input type="checkbox"/> \$2 million - \$5 million	Race:	
		<input type="checkbox"/> \$5 million and above	Gender:	
Type of Work:				
NAICS Code(s):				

Subcontractors and Subconsultants – Complete all data fields for the Prime's subcontractors/subconsultants.

List additional subcontractors/subconsultants on page 2.

Name of Subcontractor/Subconsultant:				
Contact Name:		Annual Gross Receipts		DBE Status <input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		<input type="checkbox"/> Less than \$500,000		
Phone:		<input type="checkbox"/> \$500,000 - \$1 million		
Address: Include Zip Code		<input type="checkbox"/> \$1 million - \$2 million	Age of Firm:	
		<input type="checkbox"/> \$2 million - \$5 million	Race:	
		<input type="checkbox"/> \$5 million and above	Gender:	
Type of Work:				
NAICS Code(s):				

Bidders List (continued)

Subcontractors and Subconsultants – Complete all data fields for the Prime’s subcontractors/subconsultants.

Name of Subcontractor/Subconsultant:					
Contact Name:		Annual Gross Receipts		DBE Status	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		<input type="checkbox"/>	Less than \$500,000		
Phone:		<input type="checkbox"/>	\$500,000 - \$1 million		
Address: Include Zip Code		<input type="checkbox"/>	\$1 million - \$2 million	Age of Firm:	
		<input type="checkbox"/>	\$2 million - \$5 million	Race:	
		<input type="checkbox"/>	\$5 million and above	Gender:	
Type of Work:					
NAICS Code(s):					

Name of Subcontractor/Subconsultant:					
Contact Name:		Annual Gross Receipts		DBE Status	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		<input type="checkbox"/>	Less than \$500,000		
Phone:		<input type="checkbox"/>	\$500,000 - \$1 million		
Address: Include Zip Code		<input type="checkbox"/>	\$1 million - \$2 million	Age of Firm:	
		<input type="checkbox"/>	\$2 million - \$5 million	Race:	
		<input type="checkbox"/>	\$5 million and above	Gender:	
Type of Work:					
NAICS Code(s):					

Name of Subcontractor/Subconsultant:					
Contact Name:		Annual Gross Receipts		DBE Status	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email:		<input type="checkbox"/>	Less than \$500,000		
Phone:		<input type="checkbox"/>	\$500,000 - \$1 million		
Address: Include Zip Code		<input type="checkbox"/>	\$1 million - \$2 million	Age of Firm:	
		<input type="checkbox"/>	\$2 million - \$5 million	Race:	
		<input type="checkbox"/>	\$5 million and above	Gender:	
Type of Work:					
NAICS Code(s):					

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin</u>	<u>Fleet #</u>
2010	Supreme	Bus	1FDDE3FL8ADA79123	86
2010	Starcraft	Bus-ADA	1FDEE3FL9ADA38147	83
2015	Starcraft	Bus	1FDDE4FS8FDA03270	85
2017	Starcraft	Bus	1FDDE4FS7HDC07528	87
2017	Dodge	Minivan	2C4RDGBG9HR831156	55
2017	Dodge	Minivan ADA	2C7WDGBG5HR838658	56
2018	Dodge	Minivan ADA	2C7WDGBG3JR210085	57
2019	Dodge	Minivan	2C4RDGBGXKR779575	59
2020	Dodge	Minivan	2C4RDGBG5LR189978	60
2020	Dodge	Minivan ADA	2C4RDBGBXLR231464	61
2023	Dodge	Mini Van ADA (voyager)	2C4RC1CG7PR617120	88
2023	Dodge	Mini Van ADA (voyager)	2C4RC1CG6PR617108	89
2024	Dodge	Mini Van ADA (pacific)	2C4RC1FG0RR155661	90

Federal Clauses

for

Federal Contracts



**Prepared by the Wisconsin Department of Transportation Bureau of
Transit, Local Roads, Railroads and Harbors**

Date: May 21, 2024

Table of Contents

Overview: All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the *Terms and Conditions* specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

Instructions: Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder Signature". Bidders must attach this Federal Clauses document to the bid submission, along with the required signatures specified in the table below.

No.	TITLE	BIDDER SIGNATURE REQUIRED
1	SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	-
2	LOBBYING	YES
3	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	YES
4	TAX LIABILITY CERTIFICATION	YES
5	PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	YES
6	NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)	-
7	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	-
8	FLY AMERICA REQUIREMENTS	-
9	CHARTER BUS REQUIREMENTS	-
10	SCHOOL BUS REQUIREMENTS	-
11	CARGO PREFERENCE REQUIREMENTS	-
12	SEISMIC SAFETY REQUIREMENTS	-
13	ENERGY CONSERVATION REQUIREMENTS	-
14	CLEAN WATER REQUIREMENTS	-
15	ACCESS TO RECORDS AND REPORTS	-
16	FEDERAL CHANGES	-
17	BONDING REQUIREMENTS	-
18	CLEAN AIR	-
19	RECYCLED PRODUCTS	-
20	DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS	-
21	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	-
22	EQUAL EMPLOYMENT OPPORTUNITY	-
23	NO GOVERNMENT OBLIGATION TO THIRD PARTIES	-
24	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	-
25	TERMINATION	-
26	PRIVACY ACT	-
27	CIVIL RIGHTS REQUIREMENTS	-
28	BREACHES AND DISPUTE RESOLUTION	-
29	PATENT AND RIGHTS IN DATA	-
30	TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS	-

31	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS	-
32	DRUG AND ALCOHOL TESTING	-
33	SAFE OPERATION OF MOTOR VEHICLES	-
34	ADA ACCESS	-
35	VETERANS EMPLOYMENT	-
36	FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES	-
37	TRAFFICKING IN PERSONS	-
38	SOLID WASTES (RECOVERED MATERIALS)	-

1. **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

FTA Master Agreement

Federal grant monies (\$993,876) 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. 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/>.

2. **LOBBYING**

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

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

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

3. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

CFR part 180

CFR part 1200

CFR § 200.213

CFR part 200 Appendix II (I) Executive Order 12549

Executive Order 12689

Background and Applicability

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

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined

by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to any remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

4. TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

- 1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
- 2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
- 3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

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

5. **PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**
Section 889

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

- (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

Date	
Name of Contractor’s Authorized Official	
Signature of Contractor’s Authorized Official	
Title of Contractor’s Authorized Official	
Company Name	

6. **NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§180.220 and 1200.220.

- 4) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 5) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.
- 6) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has

knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

7. **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26

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

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

Clause Language

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

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. . The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT’s DBE transit goal for **FFY 2023-2025 is 1.61%**. For this procurement, a separate contract specific goal (check one)

has % Or Has not ☒

- b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the **RECIPIENT** deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments
- ii. Assessing sanctions
- iii. Liquidated damages, and/or

iv. Disqualifying the contractor from future bidding as non-responsible.

- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor.

The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.

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

contractor was engaged or so that the prime contractor can substitute another DBE or contractor after contract award.

- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

Commercially Useful Function Monitoring

Per 49 CFR 26.55 A DBE performs a commercially useful function (CUF) when the DBE is responsible for execution of their work under the contract and the DBE is carrying out its responsibilities by actually performing, managing, and supervising their work. A DBE firm does not perform a CUF if the DBE role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

On federal aid contracts, the signature of the Project Manager on the DT1582 Completion Certificate serves as certification that the Project Engineer and/or project staff effectually monitored the DBE work performance and contract records to verify that the DBE firms were responsible for the execution of their work under the contract having performed a CUF.

8. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number.

Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

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

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

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

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately

explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

9. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

Applicability to Contracts

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

Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000.

These requirements do not apply to micro-purchases.

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

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

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

10. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)

49 CFR Part 605

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

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

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

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

11. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials,

or commodities which may be transported by ocean vessels.

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

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

- A. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- B. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- C. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

12. SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq. 49 CFR Part 41

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

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

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq. 2 CFR Part 1201

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

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

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

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

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

14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

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

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

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

Clean Water –

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

15. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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

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

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

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

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

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also

agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representative, including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- F. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

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

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

16. **FEDERAL CHANGES**

2 CFR Part 1201

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

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

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

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

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

17. **BONDING REQUIREMENTS**

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - 1) 50% of the contract price if the contract price is not more than \$1 million;
 - 2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or
 - 3) \$2.5 million if the contract price is more than \$5 million.
- D. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in Third Party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

- A. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and

listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of [REDACTED] described thereunder.

- B. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **(Recipient)** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and **(Recipient's)** total damages, so as to make **(Recipient)** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

A. Performance bonds

- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **(Recipient)** determines that a lesser amount would be adequate for the protection of the (Recipient).
- 2) The **(Recipient)** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

B. Payment bonds

- 1) The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
- 2) If the original contract price is \$5 million or less, the **(Recipient)** may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the **(Recipient's)** interest.

- A. The following situations may warrant a performance bond:

- 1) **(Recipient)** property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - 2) A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - 3) Substantial progress payments are made before delivery of end items starts.
 - 4) Contracts are for dismantling, demolition, or removal of improvements.
- B. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 - 2) The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- C. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
- D. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
- 1) The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

- A. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents.

All work not so conforming to these standards shall be considered defective. If required by the **[Project Manager]**, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty

workmanship during the period of the guarantee at no cost to **(Recipient)**. As additional security guarantees, the Contractor shall, prior to the release of Final Payment **[as provided in Item X below]**, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to **(Recipient)** written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract.

These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

18. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

2 CFR Part 1201

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

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

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

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

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

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

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

Clause Language - Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)
- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v)
- (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding

The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project).

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training program approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- (5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC

3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application to construction contracts over \$2,000 or non-construction contracts to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

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

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

Clause Language - Contract Work Hours and Safety Standards

- (1) Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over

\$2,000.

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

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

Model Clause/Language:

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

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

Specifics. The Recipient agrees:

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

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

- A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. chapter 60, and

- B. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

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

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

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

No Obligation by the Federal Government.

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

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

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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

Government deems appropriate.

- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

25. TERMINATION

2 CFR Part 1201

2 CFR 200

FTA Circular 4220.1F

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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

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

- A. Termination for Convenience (General Provision) The **(Recipient)** may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to **(Recipient)** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **(Recipient)**, the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Recipient)** may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within **[ten (10) days]** after receipt by Contractor of written notice from (Recipient), setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. Waiver of Remedies for any Breach In the event that **(Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Recipient)** shall not limit **(Recipient)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. Termination for Convenience (Professional or Transit Service Contracts) The **(Recipient)**, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- F. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the

fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

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

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

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

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

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

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

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

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

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

26. PRIVACY ACT

5 U.S.C. 552

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

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

Flow Down Requirement: The Federal Privacy Act requirements flow down to each Third Party contractor and their contracts at every tier.

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

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

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

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

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

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

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

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

The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all

applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL), regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age.

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

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

28. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201

FTA Circular 4220.1F

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

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

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

- A. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within **[ten (10)]** days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

- C. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

29. **PATENT AND RIGHTS IN DATA**

2 CFR Part 1201

37 CFR Part 401

49 CFR Part 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

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

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) Except for its own internal use, the Purchaser or Contractor may not publish or re-subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
- (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
 - (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

- (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

- (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

- 1) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 2) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

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

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

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

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

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

- (a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this contract and to meet the 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) or
- (2) for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

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

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

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

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

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

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

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

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

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions.

All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. **DRUG AND ALCOHOL TESTING**

49 U.S.C. §5331

49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

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

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

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements.

- A. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655.
- B. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.
- C. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses - Drug and Alcohol Testing

The contractor agrees to:

- A. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
- C. Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

33. SAFE OPERATION OF MOTOR VEHICLES
23 U.S.C. part 402
Executive Order No. 13043 Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

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

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

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

Safe Operation of Motor Vehicles Requirements -

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

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

34. ADA ACCESS
49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

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

Flow Down Requirement: The ADA Access Requirements flow down to all Third Party contractors and their contracts at every tier.

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

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made

in planning and designing those services and facilities to implement that policy. Contractor shall also comply with applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

35. VETERANS EMPLOYMENT

FTA Circular 4220.1F (Chapter IV) 49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

36. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

37. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
- B. Procure a commercial sex act during the Contract Term; or
- C. Use forced labor in the performance of the Contract. Contractor shall inform **AGENCY** immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. **AGENCY** may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the **AGENCY**

38. SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

**RESOLUTION TO
ENTER INTO LEASE WITH PASSENGER TRANSIT, INC. FOR
SHARED-RIDE TAXI SERVICE VEHICLES**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE
WITH RECOMMENDATION FROM TRANSIT COMMISSION**

WHEREAS, the City of Watertown operates a shared-ride taxi service; and,

WHEREAS, the City of Watertown purchases vehicles needed to operate the shared-ride taxi service; and,

WHEREAS, a lease is necessary to allow the use of such vehicles by the company contracted to provide shared-ride taxi service in the City of Watertown.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to execute the attached lease agreement with Passenger Transit, Inc. for the period of January 1, 2026, through December 31, 2027, for the lease of vehicles for the purpose of operating a shared-ride taxi service.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED December 2, 2025

CITY CLERK

APPROVED December 2, 2025

MAYOR

PUBLIC TRANSIT LEASE AGREEMENT

Between
City of Watertown
and
Passenger Transit, Inc.

This Agreement specifies terms under which City of Watertown hereinafter referred to as Lessor, leases one or more vehicles to Passenger Transit, Inc., hereinafter referred to as Lessee. This lease is effected by virtue of Lessor's public transit service operating contract with Lessee.

"Department" herein means the Wisconsin Department of Transportation. "Leased vehicle" herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2026, and ending December 31, 2027, or on the end date of the Lessor's current public transit service contract with the Lessee, whichever comes first. This list is subject to changes as vehicles are purchased or sold.

SECTION 2. VEHICLE INFORMATION

Address where vehicles are stored: 309 William Street, Watertown WI 53094

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Vin</u>	<u>Fleet #</u>
2010	Supreme	Bus	1FDDE3FL8ADA79123	86
2010	Starcraft	Bus-ADA	1FDEE3FL9ADA38147	83
2015	Starcraft	Bus	1FDDE4FS8FDA03270	85
2017	Starcraft	Bus	1FDDE4FS7HDC07528	87
2017	Dodge	Minivan	2C4RDGBG9HR831156	55
2017	Dodge	Minivan ADA	2C7WDGBG5HR838658	56
2018	Dodge	Minivan ADA	2C7WDGBG3JR210085	57
2019	Dodge	Minivan	2C4RDGBGXKR779575	59
2020	Dodge	Minivan	2C4RDGBG5LR189978	60
2020	Dodge	Minivan ADA	2C4RDBGBXLR231464	61
2023	Chrysler	Mini Van ADA	2C4RC1CG7PR617120	88
2023	Chrysler	Mini Van ADA	2C4RC1CG6PR617108	89
2024	Chrysler	Mini Van ADA	2C4RC1FG0RR155661	90
2025	Chrysler	Mini Van ADA	2C4RC1CG6SR549384	91

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

SECTION 4. CONDITIONS

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor's operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor's continuing control over the use of the vehicle(s) or the Lessee's continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor's relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor's title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

SECTION 5. REPRESENTATION AND WARRANTIES

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental agency,

which authorize or empower the services to be performed by the Lessee.

SECTION 6. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessee.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

SECTION 7. INSURANCE

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- A. Bodily injury liability, each person: \$1,000,000
- B. Bodily injury liability, each accident: \$1,000,000 + \$1,000,000 umbrella
- C. Property damage liability, each accident: \$250,000
- D. General liability, bodily injury and property damage:\$1,000,000 + \$1,000,000 umbrella

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

SECTION 8. VEHICLE MAINTENANCE

The Lessee shall, at all times and at Lessee’s expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor’s vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor’s vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor’s approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessee shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee’s use or intended use of the vehicle(s).

SECTION 12. AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessor on or before specified deadlines outlined in the RFP.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement for a period of six (6) years after the termination of the Agreement, or one year after the DOT program year audit is completed, whichever is longer.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor on or before specified deadlines outlined in the RFP.

SECTION 13. LIABILITY

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

SECTION 14. LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

SECTION 15. TERMINATION

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

SECTION 16. SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) is prohibited.

For City of Watertown

For Passenger Transit, Inc.

Signature

Robert Stocks
Mayor
Date:

Signature

Richard Running
President
Date:

**RESOLUTION TO
APPLY FOR OPERATING GRANT FROM DEPARTMENT OF
TRANSPORTATION FOR 2026 SHARED-RIDE TAXI SERVICE**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE
WITH RECOMMENDATION FROM TRANSIT COMMISSION**

WHEREAS, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

WHEREAS, it is necessary for the City of Watertown to submit a request for State and Federal funding in support of the shared-ride taxi service annually and such application is due by December 10, 2025; and,

WHEREAS, the City accepted proposals for a shared-ride taxi service provider in 2025 for a two-year period of January 1, 2026 through December 31, 2027 with three one-year options to follow and a resolution approving the contract for shared-ride taxi service was approved by the Common Council on December 2, 2025; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to apply for an operating assistance grant through the Wisconsin Department of Transportation for year 2026 in an amount of \$1,041,390.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED December 2, 2025

CITY CLERK

APPROVED December 2, 2025

MAYOR

**RESOLUTION TO
APPLY FOR CAPITAL GRANT FROM DEPARTMENT OF
TRANSPORTATION FOR 2026 FLEET PURCHASES FOR
SHARED-RIDE TAXI SERVICE**

**SPONSOR: MAYOR STOCKS
FROM: FINANCE COMMITTEE
WITH RECOMMENDATION FROM THE TRANSIT COMMISSION**

WHEREAS, the City of Watertown began operation of a shared-ride taxi service beginning January 1, 1994; and,

WHEREAS, the fleet used for shared-ride taxi service is in need of updated vehicles to replace vehicles that have met their useful life; and,

WHEREAS, the application for Federal funding for such purposes must be made on or before December 10, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WATERTOWN, WISCONSIN:

That the proper City officials be and are hereby authorized to apply for a capital grant for 2026 in the estimated amount of \$78,228 with the City’s share expected to be 20% for which the City will appropriate the level of funding necessary. The grant funds will be used to purchase one ADA Mini-Van.

	YES	NO
DAVIS		
LAMPE		
BERG		
BARTZ		
BLANKE		
SMITH		
ARNETT		
WETZEL		
MOLDENHAUER		
MAYOR STOCKS		
TOTAL		

ADOPTED December 2, 2025

CITY CLERK

APPROVED December 2, 2025

MAYOR