

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 11070-0-2022-BG

Title: Paratransit Services

City Agency: Metro Transit

Due Date: Friday, October 14th, 2022
2:00 PM CST

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1 NOTICE TO PROPOSERS

1.1 Summary

The City of Madison Metro Transit ("City") is soliciting Proposals from qualified vendors for Paratransit Services. Vendors submitting Proposals ("Proposers") are required to read this Request for Proposals ("RFP") in its entirety and follow the instructions contained herein.

1.2 Important Dates

Deliver Proposals no later than the due time and date indicated below. The City will reject late Proposals:

Issue Date: Friday, September 16th, 2022
Questions Due Date: Monday, September 26th, 2022
Answers Posted Date: Thursday, October 6th, 2022
Due Date: Friday, October 14th, 2022, 2:00 PM CST

1.3 Format

The City is requesting proposals in electronic format only: Submittal must follow detailed instructions in **Section 1.5**. Electronic proposals must be in a PDF format. For large files, proposers may send their submittal using file sharing services.

The City will not consider illegible Proposals.

Elaborate proposals (i.e., expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through G as well as applicable attachments to City of Madison Purchasing Services by Friday, October 14th, 2022, 2:00 PM CST.

1.4 Labeling

All proposals must be clearly labeled: Proposer's Name and Address
RFP #: 11070-0-2022-BG
Title: Paratransit Services
Due: Friday, October 14th, 2022, 2:00 PM CST

All email correspondence **must** include RFP #11070-0-2022-BG in the subject line.

1.5 Delivery of Proposals

Delivery of electronic copy to: via email to bids@cityofmadison.com

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

1.6 Appendix A: Standard Terms & Conditions

Proposers are responsible for reviewing Appendix A, the Standard Terms and Conditions, prior to submission of their Proposals. Appendix A applies to the submission of proposals and in the absence of a signed contract becomes part of the contract terms. Part I of Appendix A provides legal terms relevant only to the submission of proposals. Part II of Appendix A provides legal terms that would apply *only in the absence of a signed contract*.

1.7 Appendix B: Sample Contract for Purchase of Services

Proposers are responsible for reviewing Appendix B, Sample Contract, prior to submission of their Proposals. A contract in the form of Appendix B will serve as the basis of the contract resulting from this RFP. The resulting contract will control over any different legal terms in this RFP, Appendix A, the proposal, etc. **By submitting a proposal, Proposers affirm their willingness to enter into a contract containing the terms found in Appendix B.** While the City strives to provide the most appropriate sample contract for this RFP, the City reserves the right to modify the sample form for any resulting contract. The City does not negotiate legal terms prior to award.

1.8 Affirmative Action Notice

If Contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more for the calendar year in which the PO and/or Contract is in effect, Contractor shall file, within thirty (30) days from the PO/Contract effective date and BEFORE RELEASE OF PAYMENT, an Affirmative Action Plan designed to ensure that the Contractor provides equal employment opportunity to all and takes affirmative action in its utilization of applicants and employees who are women, minorities and/or persons with disabilities. A sample affirmative action plan, Request for Exemption forms, and instructions are available at: www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers/forms or by contacting a Contract Compliance Specialist at the City of Madison Affirmative Action Division at (608) 266-4910. Vendors must register for an account to complete the required forms online, here: <https://elam.cityofmadison.com/citizenaccess>

Contractor shall also allow maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this PO/Contract.

Job postings: All contractors who employ 15 or more employees (regardless of the dollar amount of this contract or their annual aggregate business with the City) must notify the City of all external job openings at locations in Dane County, Wisconsin, and agree to interview candidates referred by the City or its designated organization. Job posting information is available at: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>. Instructions for contractors: http://www.cityofmadison.com/civil-rights/documents/RaISE_Job_Posting_Instructions.pdf

The complete set of Affirmative Action requirements for this purchase can be found in **paragraph 20 of Appendix A – Standard Terms and Conditions** and, in **Section 13 of Appendix B – Sample Contract for Purchase of Services**.

1.9 Multiple Proposals

Multiple Proposals from Proposers are permitted; however, each must fully conform to the requirements for submission. Proposers must sequentially label (e.g., Proposal #1, Proposal #2) and separately package each Proposal. Proposers may submit alternate pricing schemes without having to submit multiple Proposals.

1.10 City of Madison Contact Information

The City of Madison Metro is the procuring agency:	Joe Blanton City of Madison Metro Transit PH: (608) (608) 266-4717 jblanton@cityofmadison.com
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The City of Madison
Purchasing Services
administers the procurement
function:

Brittany Garcia
Purchasing Services
City-County Bldg, Room 407
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703-3346
PH: (608) 243-0529
FAX: (608) 266-5948
bids@cityofmadison.com

For questions regarding
Affirmative Action Plans please
contact:

Contract Compliance
Department of Civil Rights
City-County Bldg., Room 523
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
PH: (608) 266-4910
dcr@cityofmadison.com

The City employs spam filtering that occasionally blocks legitimate emails, holding them in 'quarantine' for four calendar days. The contacts listed in this RFP will acknowledge all emails received. Proposers not receiving acknowledgement within twenty-four hours shall follow-up via phone with specific information identifying the originating email address for message recovery.

1.11 Inquiries and Clarifications

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, ***in writing***, to the Purchasing Services administrator listed in Section 1.10.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the Buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see 1.12 below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. Exceptions are not permitted. The City of Madison reserves the right to disqualify any and all bids that are non-responsive or that include exceptions.

1.12 Addenda

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its Proposals distribution websites – see 1.13 below. It is the Proposers responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

1.13 Bid Distribution Networks

The City of Madison posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the Proposers responsibility to regularly monitor the bid distribution network for any such postings. Proposers failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City Proposers.

State of Wisconsin
VendorNet System:

State of Wisconsin and local agencies bid network. Registration is free.
<http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access Proposals from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Bid Opportunities: www.cityofmadison.com/finance/purchasing/bidDemandStar.cfm

Home Page: www.demandstar.com

To Register: <https://www.demandstar.com/app/registration>

Please note when registering: Pick the **Wisconsin Association of Public Procurement (WAPP)** to select all current Wisconsin government agencies.

1.14 Oral Presentations/Site Visits/Meetings

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the Proposers expense.

1.15 Acceptance/Rejection of Proposals

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.16 Withdrawal or Revision of Proposals

Proposers may, without prejudice, withdraw Proposals submitted prior to the date and time specified for receipt of Proposals by requesting such withdrawal before the due time and date of the submission of Proposals. After the due date of submission of Proposals, no Proposals may be withdrawn for a period of 90 days or as otherwise specified or provided by law. Proposers may modify their Proposals at any time prior to opening of Proposals.

1.17 Non-Material and Material Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. The determination of materiality is in the sole discretion of the City.

1.18 Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) “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, other 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.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all Proposals will be available for review in accordance with such laws.

1.19 Usage Reports

Annually, the successful Proposers shall furnish to City Purchasing usage reports summarizing the ordering history for each department served during the previous contract year. The report, at a minimum, must include each and every item or service ordered during the period, its total quantities and dollars by item/service and in total. The City reserves the right to request usage reports at any time and request additional information, if required, when reviewing contract activity.

1.20 Partial Award

Unless otherwise noted, it will be assumed that Proposers will accept an order for all or part of the items/services priced.

1.21 Tax Exempt

The City of Madison as a municipality is exempt from payment of federal excise taxes (Registration Number 008-1020421147-08) and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6005507. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42916.

1.22 Cooperative Purchasing

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFB as a basis; they are made solely between the bidders and third party unit of government.

1.23 Proposers Responsibility

Proposers shall examine this RFP and shall exercise their judgment as to the nature and scope of the work required. No plea of ignorance concerning conditions or difficulties that exist or may hereafter arise in the execution of the work under the resulting contract, as a consequence of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the Proposers to fulfill the requirements of the resulting contract.

2 BACKGROUND INFORMATION

2.1 Service Request

Metro Transit (Metro), a division of the City of Madison (City), is requesting proposals from qualified contractors to provide a demand-responsive paratransit service to individuals with disabilities. The City is seeking Contractors offering dedicated (exclusive use) service to be paid on an hourly basis, identified as service by the RUN. In addition, the City is also seeking Contractors offering non-dedicated service to be paid on a per trip basis, identified as service by the TRIP. The Contractors, all drivers, vehicles and services provided under this contract shall meet all requirements of applicable federal laws, Wisconsin laws, local ordinances, and all other requirements outlined in this specification. The contract will be administered by Metro including contract management and oversight of paratransit services.

Metro provides accessible fixed-route bus service and ADA Complementary Paratransit in accordance to the requirements of the Americans with Disabilities Act (ADA). Metro paratransit service is a shared ride transportation service for individuals with disabilities determined eligible for the service by Metro. The paratransit service relies on contractors for service delivery as Metro does not directly operate paratransit service.

Paratransit service is available to eligible customers on a daily basis throughout the Metro paratransit service area. Ride requests are received by Metro no later than 4:30 pm for service the next day. Rides are distributed to Contractors for their performance the next day using Contractors drivers and vehicles.

2.2 Term

The term of the contract shall be from January 1, 2023 to June 30, 2025 with two one-year options, exercisable by City, to extend the term. If so exercised, option year one would be from July 1, 2025 to June 30, 2026 and option year two would be from July 1, 2026 to June 30, 2027.

Each option shall be exercised in writing by the Metro Transit General Manager at least ninety (90) days prior to the end of the original contract term, as to the first option, and at least ninety (90) days prior to the end of the first option period, as to the second option.

2.3 Definitions

Appointment Trip: Scheduled trip with an appointment drop-off time.

Curb-to-Curb Service: Service where the pick-ups and drop-offs of passengers are performed at the curb or roadside nearest trip origin or destination.

Customer/Passenger/ Rider/ Client: Individual rider deemed eligible by the City for Metro ADA complementary paratransit including customer's personal care attendant or guest(s).

End Gate: The location and time that vehicle completes service for its last passenger.

Door-to-Door Service: Service where the pick-ups and drop-offs of passengers are performed at the exterior door of trip origin or destination.

Driver Wait Time: Once arriving at the pick-up location and announcing their arrival, a driver must wait a minimum 5 minutes for a customer to appear for boarding.

Leave Attended: City shall designate certain customers on a limited basis as Leave Attended. Leave Attended means that the Customer must be in view of the driver en route; and, that upon arrival at the destination, the Customer is left with a willing and responsible party identified by the driver as a professional or personal associate or family member of the customer.

Missed Trip: Scheduled trip where vehicle failed to arrive to pick up customer within 60 minutes of Requested or confirmed pick up time, or Contractor fails to attempt the pick-up including:

The vehicle never arrives at the designated pick-up location;

The vehicle does arrive at the designated pick-up location, but after the pick-up window and the customer is not present or cancels-at-door; or

The vehicle does arrive at the designated pick-up location earlier than the end of the pick-up window, and the driver departs before waiting the required Driver Wait Time of 5 minutes.

No Show: A no-show occurs when a customer fails to appear to board the vehicle during the pick-up window for a scheduled trip.

Pick-Up Window: A 20-minute period of vehicle arrival at the pick-up location not deemed early or late. The pick-up window extends from the pick-up time, as booked by Metro, on the early end, to 20 minutes after this pick-up time on the later end.

Service Animal: A service animal is any guide dog, signal dog, or other animal trained to work or perform tasks for an individual with a disability.

Service by the RUN: ADA Complementary Paratransit Service provided by Contractor and compensated at the established rate for each hour that the vehicle is in service from the RUN Start Gate to the RUN End Gate.

Service by the TRIP: ADA Complementary Paratransit Service provided by Contractor and compensated on a per trip basis at the established rate for each completed customer one-way trip.

Space Type: Space type refers to the nature of the vehicle, i.e., whether it accommodates only ambulatory (AMB) customers; only accommodates ambulatory restricted who need a ramp or lift to board or alight (AR); only non-ambulatory (wheelchair user) customers; or all three: ambulatory, ambulatory-restricted, and non-ambulatory customers. Non-ambulatory and Ambulatory-restricted space types will not be assigned to sedan vehicles. City alone determines space type assigned for each customer.

Start Gate: The location and time that the vehicle engages service for the first customer.

UW Campus RUN: A premium service RUN with maximum 20-minute ride duration, within the vicinity of the University of Wisconsin - Madison Campus. Service occurs between 7am – 6pm, Monday through Friday during the academic semesters.

3 DESCRIPTION OF SERVICES PROVIDED

3.1 Eligible Customers

Paratransit service is available to individuals with disabilities determined eligible for the service by Metro. Eligibility determinations are made in accordance with ADA requirements. Eligible Customers include area residents and visitors certified as ADA paratransit eligible. Eligibility has an expiration date which may provide for a short (months) or long duration (up to three years) of service before recertification is required.

Paratransit riders include ADA paratransit eligible customers, their Personal Care Attendant (PCA) and/or guests that may accompany them. Information on the assigned trip listing from Metro will indicate whether any additional passenger(s) will accompany the Customer on their ride. A Customer may also be accompanied by a service animal and may be asked about the tasks the service animal performs.

Drivers may request Customers show a Metro identification card to verify a Customer's identity prior to providing service. The Metro issued card indicates "ADA Paratransit Eligible" with Customer name, expiration date, and additional information provided on the card.

3.2 Days and Hours of Service

The days and hours of paratransit service closely matches Metro's regular fixed-route bus service (commuter service excluded). Paratransit service is available on a daily basis. Changes to fixed-route bus service may occur over the course of the contract term and those changes will be reflected in the days and hours of paratransit service. Generally, the paratransit span of service is as follows:

Monday through Friday	5:30 am to midnight
Saturdays and Sundays	7:00 am to 11:30 pm
Holidays	7:00 am to 7:00 pm

3.3 Service Area

The paratransit service area closely matches Metro's regular fixed-route bus service (commuter service excluded). Generally, if a Metro Customer can get to a location using a fixed-route Metro bus, they should be able to get there using paratransit. An interactive map of the paratransit service area is available on the Metro website at: <https://www.cityofmadison.com/metro/paratransit/service-hours-area/>

Changes to fixed-route bus service may occur over the course of the contract term and those changes will be reflected in the paratransit service area. Metro is currently engaged in a fixed route system redesign. Implementation of the new network system is planned for Summer 2023. An updated paratransit boundary map will be available at that time.

Contractors may not take a Customer outside of the Metro service area designated by the City. This applies whether for the convenience of Contractor in servicing non-Metro rides or in response to a Customer request. A paratransit ride will terminate at the paratransit service boundary with the Customer discharged from the vehicle. An exception to this discharge from the vehicle applies to travel through areas outside the paratransit service area that are otherwise surrounded by areas that are within the paratransit service area. City of Monona is one such example where this exception applies.

3.4 Reservation and Response Time

Ride reservations are made by Customers, or on their behalf, with Metro. Rides are booked by either a requested pick-up time or appointment drop-off time. Reservations are accepted on a daily basis up to 7 days in advance. Next-day ride requests are accepted no later than 4:30 pm the day before the service day. Rides are distributed by Metro to Contractors for the next day's service by approximately

5:30 pm. Contractors may only provide Metro trips assigned and authorized by Metro. No other entity shall assign or authorize a trip on Metro's behalf.

Ride reservations may include standing rides for recurring service. Same day ride requests are not accommodated. Will-call rides are not permitted, however, adjustments to scheduled rides occur on a limited basis as capacity permits. This primarily affects return rides from medical appointments for which a definitive pick-up time is not known at the time of booking. Ride requests or changes to scheduled rides sought by Customer with Contractors shall be redirected to Metro for authorization and booking.

3.5 Fares

A fare is required for paratransit rides and is collected by the driver. Drivers shall accept cash, recognize an unlimited ride pass, or accept a Metro paratransit ticket as a valid method of payment for Customers. This includes Metro produced tickets identified as convenience tickets or agency tickets. All cash fares collected shall be exact fare. Drivers shall not request or accept payment of a tip or gratuity.

The 2022 paratransit fare per one-way trip is:

- \$3.25 cash, unlimited ride pass, Metro convenience ticket, or Metro agency ticket
- PCA s ride free
- Guest(s) pay \$3.25 cash

Fares are subject to change in accordance with the fare tariff as established by the City. It is policy that the paratransit fare will not be less than the adult cash fare (\$2.00 in 2022) on fixed-route service and not more than twice the adult cash fare (\$4.00 in 2022) on fixed-route service. Agency fares are established at a rate which recognizes and reflects prior year audited expense. Cash fares are retained by Contractors although Customer cash fares are deducted from payments due to Contractor.

3.6 Trip Purpose

Paratransit service is not limited to or prioritized based on the purpose of the trip.

3.7 Capacity Restraints

Paratransit service demand and any constraints on capacity are monitored by Metro. This includes on-time performance, missed trips, and ride duration. Service may be adjusted to adapt to changes in demand.

3.8 Passenger No Shows

Metro has an established policy to address a no-show or late cancellation of a scheduled ride by a Customer. The procedures provide for progressive action leading to the limited suspension of service of the Customer. The administration of the no-show policy is reliant upon information from Contractors. Instances of a Customer no-show or a cancel at the door shall be accurately documented by the driver. Contractors shall notify Metro dispatch of all Customer no-shows and cancels-at-door within one hour of occurrence.

4 SERVICE STATISTICS AND CHARACTERISTICS

4.1 Overview

Reports on the historical trends in paratransit service are provided in Exhibit A. This includes annual performance reports, trend data on ridership, and sample RUNS.

4.2 Paratransit Eligible Customers

Paratransit eligibility stands at approximately 1,500 customers following eligibility recertification in March 2019. The majority of these eligible individuals will be subject to recertification in 2025. On a monthly basis, approximately 600 to 700 of the eligible Customers are active users of the service.

4.3 Ridership

Paratransit ridership averages approximately 5,200 trips per month in 2021. This is a significant change from prior ridership levels due to the pandemic of 2020 - 2022. Paratransit ridership in 2019 was 9,400 per month. As of May 2022, Metro paratransit ridership averaged 6,600 per month. Ridership is increasing in 2022 and it is unclear when it will stabilize.

Approximately 21% of trips are non-ambulatory and require a wheelchair accessible vehicle. The current distribution of rides to the by RUN segment of service is approximately 87%, by TRIP is 13%. Door-to-door trips represent 95% of all trips scheduled. The volume of Leave Attended trips, a subset of door-to-door trips, is approximately 104 per month in 2021, or 2% of all trips.

5 SCOPE OF WORK

5.1 Division of Responsibilities

A summary list of responsibilities for both City/Metro and Contractors is provided below. This highlights key roles and responsibilities but is not all-inclusive. Additional detail is included in the remaining sections of the Scope of Work.

- City/Metro
 - Policy and Planning
 - Marketing and Outreach
 - Fare Media Sales and Distribution
 - Eligibility Determinations
 - Ride Reservation/Authorization
 - RUN Scheduling/ Assignments
 - Ride Distribution to Contractors
 - Contract and Service Monitoring
- Contractor
 - Adhere to applicable local, state and federal requirements
 - Maintain Sufficient Number of Trained/Certified Drivers
 - Provide and Maintain Vehicles
 - Ride Scheduling/Dispatch
 - Service Delivery
 - Fare Collection
 - Meet Performance and Safety Standards
 - Service Monitoring and Complaint Resolution

5.2 Expectations by Functional Area

1. Scheduling

Metro will distribute a trip listing (service by the TRIP) or manifest (service by the RUN) to Contractors for the next day's service by approximately 5:30 pm. Contractors shall coordinate trip requests, drivers and vehicles into a schedule for the day of service. Thereafter, Contractors will generate the appropriate schedules, manifests, and/or ride lists for distribution to the drivers. Trip dispatching and routing shall be the final responsibility of Contractors.

Contractors shall accommodate additions and deletions to the TRIP listing or RUN schedule on the day of service. Increases in TRIPs or RUNs assigned shall be mutually agreed upon between Metro and Contractor based on Contractor demonstrated ability to absorb the increases and maintain service standards.

a. Service by the Run:

RUNs are scheduled by Metro, with consideration of the passenger capacity of the vehicle assigned to the RUN. The Contractor is not be permitted to transport non-Metro passengers at the same time Contractor is performing service by the RUN under its contract with City.

Contractor is responsible for performing the rides as described on the schedule. Contractor may change the order of the RUN to complete trips expeditiously, provided that the time to complete the RUN is not extended by doing so. On-time performance standards shall be considered by Contractor in any changes in the order of the RUN. Metro will make "day of the ride" changes to these schedule manifests on an as needed basis within the standard software scheduling parameters used by Metro.

It is the intention of Metro to have a consistent schedule of Contractor RUNs, however Metro may in its sole discretion modify the RUNs including start time, stop time, or total rides as necessary. Metro reserves the right to make extensions to the start and end times and to cancel or add any RUNs as necessary. The start of a morning RUN shall not be changed on the day of service. The Contractor shall be required to perform all added or extended service.

RUNs are subject to change from time to time based on a variety of factors including the results of this RFP process and seasonal fluctuations in demand. It is the intention of Metro to minimize modifications to the RUNs that are available to Contractor.

Service shall be provided on a cost per hour basis. Reimbursement for cost per hour will be from Start Gate to End Gate. City will maintain a list of RUNs that are available for bid. The RUN List (Exhibit A) is based on current RUN configuration and an estimate of what the RUN List will look like in January 2023. The RUN List may change based on interest and pricing of proposals. Bidders should not indicate their interest in a RUN unless they have a reasonable assurance that they would have a long-term ability to provide the service as described. The list assumes that each vehicle will have a minimum capacity to transport ambulatory and non-ambulatory customers.

b. Service by the Trip:

Scheduling of service by the TRIP is the responsibility of Contractors. Rides reserved by pick-up time must be scheduled for pick-up no later than 20 minutes after the Customer requested/negotiated pick-up time, as booked by Metro. A drop-off for rides reserved by appointment drop-off time must occur no later than the requested/negotiated drop-off time, as booked by Metro, in addition to adhering to the 20-minute pick-up window.

The Contractors are responsible for providing the driver and vehicle for each and every trip request. Minor schedule changes on the day of the ride request may be accommodated on a case-by-case basis by agreement of the City, Contractor, and Customer. Contractors shall provide this service on a shared-ride basis whenever possible, subject to limitations based on timeliness of rides and vehicle capacity.

If Contractors, performing service by the TRIP, intends to transport non-Metro passengers, it is necessary for Contractor to receive prior consent from Metro. Metro will not unreasonably withhold consent. Contractors shall not perform non-Metro service if doing so in any way diminishes Contractors' ability to perform Metro service in accordance with the service standards specified.

2. Administration

Contractors will be responsible for administering all labor relations matters pertaining to its employees. Contractor is responsible to provide an authorized representative to attend quality assurance meetings and coordinated services meetings from time to time. This shall include meetings of the Transportation Planning and Policy Board or the Transportation Commission as requested by City.

Contractors will be responsible for obtaining and maintaining in effect licenses issued in accordance with Section 11.06, Madison General Ordinances, or equivalent State Medicaid Certification, and any other licenses and inspections as required by the City of Madison, the

State of Wisconsin, and any other body with licensing jurisdiction over the service to be provided.

Metro will conduct pre-arranged, annual site visits to Contractors' facilities to review records, policies, all service vehicles, service trends and feedback. Contractors' authorized representative shall represent the Contractor at such visits.

a. Trip Documentation

Contractors shall maintain records and documentation relating to every trip. All data elements needed for Contractors to successfully schedule and dispatch a trip (Customer name, scheduled pick-up/drop-off times and locations, fare, vehicle type needed, etc.) are provided by Metro. This information can be shared electronically via an export file (excel or csv). It shall be the responsibility of Contractors to add to this information actual trip performance data from the driver.

Documentation of each trip may include:

- Company name
- Month, day, year of trip
- Driver name
- Vehicle ID
- Metro booking ID
- Pick-up and Drop-off locations
- Scheduled pick-up time
- Start and end of pick-up window
- Requested drop-off time, if applicable
- Maximum ride time constraint
- Customer ID and name
- Actual arrival time and departure time at pick-up and drop-off time
- Number of passengers on trip including Customer, accompanying PCA, accompanying guest
- Number of passengers on trip requiring wheelchair accessible vehicle
- Cash fare collected for trip
- Count of fare tickets; convenience tickets and agency tickets
- Indication of no-show or late cancellation
- Indication of missed trip
- On-time performance information
- Indication of cancellation
- Vehicle odometer reading at pick-up
- Vehicle odometer reading at drop-off

Contractors are required to report all trip data electronically through an Internet Data Input and Retrieval Site (portal) provided by City within 3 days of trip occurrence. City has preference for electronic formats that can be integrated between Contractor's dispatch platform and Metro's reservations and scheduling platform, Trapeze PASS. Metro is currently engaged in a process to replace its paratransit scheduling software. Over the course of this contract, Metro anticipates transitioning to a new scheduling software program with the hopes of improving processes and electronic transfer of information.

b. Reporting

Drivers and Vehicles – Contractors shall be responsible for reporting on drivers and vehicles to be used in Metro service. Changes to drivers and vehicles in use shall be reported as changes occur. Reporting details for drivers are specified in Drivers and for vehicles in Vehicles.

Accidents, Incidents and Complaints – Contractors shall be responsible for reporting accidents, incidents and complaints received. Reporting details and timelines are

specified in Accidents/Incident Reporting and Customer Service Complaints. Initial notification and follow-up reporting are required.

Drug and Alcohol – Annual Management Information Systems (MIS) reports of DOT drug and alcohol testing statistics shall be provided as directed by Metro. In addition, updated copies of drug and alcohol testing service agent certifications shall be provided annually.

Monthly Statistics – Monthly reporting of performance data, required by the National Transit Database (NTD), shall be provided. The data will include information on vehicle service calls, fuel usage, and accidents. The information shall be reported on the Monthly Statistics Report (Exhibit D) and submitted with the monthly invoice.

Fare Tickets – Fare tickets collected during Metro service provision shall be submitted monthly for the previous month's service and reported on the invoicing document, Summary Service Forms (Exhibits B and C).

No-Shows - Contractors shall report to Metro dispatch instances of a Customer no-show or cancels-at-door for a scheduled trip as indicated in Passenger No Shows. These instances shall be further documented on trip data submitted to support a payment invoice.

Trip Data – Contractors shall be responsible for reporting information on each trip assigned by Metro. The method of reporting and specific data required is specified in Trip Documentation.

In the event that data collection requirements change in order to accommodate state, federal, or funding programs, Contractors shall modify reporting and trip data collection procedures to meet those requirements.

3. Dispatch

Contractors must have a dispatcher available during all times that service is being provided. The dispatcher must be able to receive incoming telephone calls from Metro and Metro paratransit customers. The Contractors must provide either a direct and dedicated telephone line to Metro dispatch or provide a response time to answer and engage calls from Metro dispatch within one minute. The Contractors must also be able to receive emails and facsimiles (faxes) and be readily accessible to the dispatcher for this service.

Contractors are required to provide and maintain a reliable communication system for communication with all vehicles in service. Two-way communication devices shall be supplied and maintained by Contractors to provide immediate communication with all vehicles in service at all times. Drivers are to use these devices to contact their own dispatchers directly. Drivers are not to use these devices to contact Metro dispatchers directly.

4. Driver Operations

Contractors will recruit, hire, train, and supervise the drivers who are to operate this service. These drivers will be employees or agents of Contractors, not the City, and will not act as or represent themselves as employees or agents of City. The drivers will not wear any patch or insignia of City.

The Contractors shall use appropriate candidate screening and selection criteria before employing drivers to operate in revenue service. Contractors are responsible for the suitability of an individual to a driving position. Contractors shall promptly remove from service drivers deemed unfit for service by reason of negligence, incompetence, incapacity, felony conviction, license revocation, excessive complaints, or other valid reason. As safety

sensitive employees, drivers shall be subject to Drug and Alcohol Testing and shall be trained on matters related to drug and alcohol misuse.

5. Vehicles

The Contractors shall provide all vehicles required in performing the services under this agreement, including sufficient spare vehicles to maintain service in case of vehicle breakdowns. These vehicles shall be fully and appropriately licensed and insured. Vehicles shall be either:

- 1) A permitted Public Passenger Vehicle in accordance with the provisions of Section 11.06 of the Madison General Ordinances; or
- 2) A Specialized Medical Vehicle (SMV) in accordance with Wisconsin Department of Health Services Administrative Rule Chapter DHS 105.

Contractors shall ensure that all vehicles assigned to Metro service meet all applicable local, state and federal laws. A Metro vehicle form and licensing and inspection documentation for each vehicle must be on file with City before Metro services may be provided by the vehicle. All vehicles shall be approved individually based on the safety and condition of the vehicle. Thereafter, copies of required vehicle permits for either 1 or 2 above and maintenance inspections shall be provided to Metro once per year and upon request.

Certification of Inspection for a Human Service Vehicle (HSV), required to be inspected by the State Patrol in accordance with the provisions of the Wisconsin Department of Transportation Administrative Rule Chapter TRANS 301, shall be provided. The vehicle inspection of a SMV shall be completed by an independent automotive service station and, for accessible vehicles, by an equipment repair facility certified for wheelchair ramp/lift work. A certification of inspection shall address vehicle requirements of the Wisconsin Department of Transportation Administrative Rule Chapter TRANS 301. The entity conducting the inspection shall be mutually agreed upon by Contractor and City.

Both wheelchair accessible vehicles and non-accessible vehicles are utilized in Metro paratransit service. Non-accessible vehicles, useable by ambulatory Customers, may include sedans, minivans, buses, or minibuses. The Contractor will provide a vehicle list with their response to this RFP that details how many vehicles are available for this service and the attributes of each (see Form G).Form This shall include an indication of whether vehicles are available for exclusive use.

The Contractors shall ensure that all wheelchair accessible vehicles are equipped with a ramp or lift, wheelchair securement features, separate passenger lap and shoulder restraints, front-facing mobility device securement locations, and all other requirements in compliance with 49 CFR Part 38.

Contractors vehicles used on RUNs must have the capability of transporting a minimum of three non-ambulatory passengers simultaneously. Each vehicle will have a minimum capacity of eight passengers, including three non-ambulatory passengers and five ambulatory passengers.

In addition, a Contractor providing service by the RUN shall provide one dedicated accessible vehicle to perform a UW Campus RUN assigned by the City. This one RUN will utilize a vehicle with a non-ambulatory capacity of at least one and an ambulatory capacity of three passengers. Separate pricing for this RUN should be included in the proposal submitted in response to this RFP.

All Contractors must ensure that all vehicles used for this service are properly maintained including heating and air conditioning systems and that vehicles are kept clean. Vehicles will be non-smoking/smoke free vehicles.

6. Maintenance

Contractors shall maintain vehicles in accordance with all local, state and federal requirements for safety and as otherwise required in the contract. The Contractors shall ensure that all vehicles assigned to this contract are required to comply with or exceed the manufacturer's safety and mechanical operating and maintenance standards for the particular vehicle and model used under this contract.

The Contractor shall ensure that regular repair and preventive maintenance are performed to ensure uninterrupted service. The Contractor shall be responsible for keeping the vehicle file current, for each vehicle used in Metro service, throughout the term of the contract. Vehicle records shall be maintained to address preventive maintenance, safety inspection, vehicle repair, and road calls (service interruption).

City reserves the right to inspect Contractor vehicles and Contractor maintenance facilities during normal working hours as City deems appropriate and to require removal from service any revenue vehicle not in compliance with the standards set forth herein. Metro vehicle review of vehicle records and maintenance shall include, but not be limited to, the operation of ADA required equipment.

7. Customer Service Complaints

Metro will document all customer Feedback upon receipt, including complaints, compliments and suggestions, and forward them to appropriate Contractor within two (2) business days. Complaints will be acted on by Contractor for prompt resolution within 10 business days of Metro receiving the complaint. Contractors who receive complaints directly, shall inform Metro of the nature of the complaint in writing within 24 hours. The Contractors shall maintain a record of complaints received and shall work toward the positive resolution of all complaints.

The Contractors shall be responsible for investigating complaints and responding to complainant as indicated in Feedback. Complaints identified as safety related, shall receive priority investigation. Contractors shall report to Metro within 7 working days the investigation findings and actions that have been or will be taken as a result of each safety related complaint or other specific complaint identified by Metro. Metro may request further investigation or corrective action upon review.

8. Staff and Training Expectations

Contractors shall have and maintain a sufficient number of qualified trained operations and administrative staff to perform the work assigned by Metro, in accordance with the standards set by Metro. The Contractors shall notify City of any changes in key personnel affecting this contract.

1. Project Manager

The Contractors shall designate an individual to serve as the principal point of contact with Metro during daily operations. This individual shall be on site and responsible for all aspects of the operation including knowledge of the contract provisions, administering contractual obligations, and coordinating with and reporting activities to Metro. The Project Manager must demonstrate administrative skills and experience, be computer literate, and capable of system administration and training.

2. Customer Service

The Contractors shall have a designated customer service individual who will be responsible for the timely resolution of all Metro paratransit Customer complaints

assigned for follow up. This individual shall receive sensitivity training, be knowledgeable of public relations skills, proper telephone procedures, as well as detailed knowledge of operating policies.

3. Dispatchers

Dispatchers shall be familiar with all contractual and operational requirements relating to the provision of Metro paratransit service. A dispatcher shall be on duty at any time that a vehicle is on the street providing service under this contract. As safety sensitive employees, dispatchers shall be subject to Drug and Alcohol Testing and shall be trained on matters related to drug and alcohol misuse.

Dispatchers and other personnel assigned to manage and operate Metro trips shall receive sensitivity training, be knowledgeable of public relations skills, proper telephone procedures, accident and incident procedures, radio procedures, as well as detailed knowledge of operating policies.

4. Drivers

Contractors shall utilize only such persons as are competent, licensed trained drivers and qualified to provide Metro paratransit service in accordance with the requirements of this scope of services.

A Metro paratransit driver form and documentation of compliance with requirements identified below shall be on file with City before Metro services may be provided by the driver. All drivers shall be approved individually based on the satisfaction of qualifications and suitability. The following requirements apply:

- a) All personnel expected to operate a vehicle for Metro service shall obtain and maintain a City of Madison Public Passenger Vehicle Driver's Permit as required and as applicable under Section 11.06 of the Madison General Ordinances.
- b) All personnel expected to operate a vehicle for Metro service must be at least 18 years old, have continuous possession of a valid driver's license in the United States for the past three (3) years, and current possession of a valid Wisconsin driver's license appropriate for the vehicle driven.
- c) Each applicant must have a Motor Vehicle Record (MVR) not more than ninety (90) days old from the Wisconsin Department of Transportation. The applicant's MVR must not have more than two (2) traffic convictions for a moving violation in the past two (2) years.
- d) The applicant shall not have been convicted of Operating While Intoxicated (OWI) within the past five (5) years.
- e) Drivers must be sensitive to passengers' needs and must be able to handle Customer complaints, rudeness and problems as required.
- f) The Contractors must screen personnel prior to and while providing Metro service to ensure that they do not have a criminal conviction that would be a danger to passenger safety. This shall include a Wisconsin Department of Justice criminal background check and national criminal background check. A conviction record will not necessarily be a bar to hiring an applicant. Factors such as age at time of offense, seriousness and nature of the violation and rehabilitation will be considered. The Contractor is solely responsible for the decision to hire the applicant.

The Contractors shall be responsible for the retraining, suspension or removal of any driver from Metro paratransit service if the Contractors' employee performance is detracting from the safety, quality or efficiency of the service.

9. Driver Training Requirements

The Contractors shall be responsible for all training and shall ensure all personnel understand and use safe and efficient driving and passenger assistance practices while performing Metro services. Each applicant shall be trained to safely operate the vehicles used in service under this contract prior to its operation. This shall include wheelchair securement training if operating a wheelchair accessible vehicle. The Contractors shall monitor all contract personnel to ensure contract performance and shall schedule refresher courses as needed.

City reserves the right to review all training materials and coursework and participate in any safety or training activity. City retains the right, in consultation with Contractors, to prescribe driver training procedures for participation in this service to ensure that personnel are training in accordance with 49 CFR 37.173.

Each driver shall be trained to proficiency. It is the Contractors' responsibility to determine if each driver trainee requires more training upon completion of the training program. The Contractors are required to test each trainee at the end of training to determine driver competency. The training shall include:

- Orientation for service policies and procedures
- Defensive driving
- Accident scene reporting
- Passenger assistance procedures
- Wheelchair securement
- Disability awareness
- Safe equipment operation
- Behind the wheel

10. Safety Sensitive Staff

All Contractors' employees who perform safety sensitive functions must participate in a compliant Drug and Alcohol Program under the provisions of 49 CFR, Parts 40 and 655. Safety sensitive functions include:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service

The Contractors shall establish a DOT compliant substance abuse training program for all safety sensitive employees, including documentation. Contractors shall also establish a compliant training program for supervisors for reasonable suspicion referrals, including documentation. Regulation about required elements of a training program can be found in 49 CFR Part 655.14.

6 SAFETY REQUIREMENTS AND EMERGENCY PREPAREDNESS

6.1 Safety Program

The Contractor shall assume responsibility for assuring the safety of passengers. The Contractor shall develop, implement and maintain a safety management program.

The safety program shall address:

- An Employee Safety Reporting System (how employees report hazards)
- A system to assess, mitigate and monitor these hazards
- Onboarding/refresher safety related training
- Accident prevention & Investigation
- Retraining guidelines and procedures

6.2 Drug and Alcohol Program

Contractor shall comply with all federal requirements relating to drug and alcohol misuse testing including but not limited to, those imposed under 49 CFR, Parts 40 and 655 as currently exist and as may be amended from time to time. Contractor shall create and maintain a compliant drug and alcohol policy and keep up to date with City.

The Contractor shall be responsible for costs associated with compliance including testing (pre-employment, random, post-accident, reasonable suspicion, return to duty, and follow-up).

Contractor also bears the cost of employee time associated with testing.

6.3 Emergencies

The Contractor shall develop, implement, and maintain a program to respond to emergencies and routine problems which may occur. This shall include tornado awareness and preparedness.

6.4 Accident/Incident Reporting

The Contractor shall report all accidents and incidents to Metro dispatch immediately on the day of occurrence. This includes situations where a person, because of a crash or incident is injured, and crashes involving significant damage. A written report documenting the events shall be submitted to Metro on the next working day. Upon request, a concluding written report shall be submitted to Metro containing investigation results, conclusions, and any corrective actions planned or taken. Metro may request further investigation or corrective action upon review. A drug and alcohol screening must be conducted if required according to Federal guidelines.

In addition, Contractor shall immediately notify Metro dispatch of all police contact, medical attention, inappropriate behavior, any occasion in which a passenger cannot be found, illegal activity and any other problem or event, which affects or could affect the physical well-being of a passenger. Immediate reporting of riders unable to pay the fare, failure to load, or other similar problems shall also be made to Metro dispatch for handling instruction.

7 SERVICE PERFORMANCE

7.1 Expectations for Key Performance

City reserves the right to waive performance standards in the event of scheduling or authorization errors caused by Metro.

1. Passenger Assistance

Contractors shall provide passenger assistance as indicated in the trip data provided by Metro for assigned trips. This includes Curb-to-Curb, Door-to-Door, or Leave Attended Service as described below. Metro shall monitor compliance through field observation and customer reports.

Contractors shall provide curb-to-curb service with the pick-up and drop-off performed at the curb nearest trip origin or destination. A driver, however, shall provide door-to-door rather than curb-to-curb service upon arrival at a destination if requested by a Customer. Contractors shall provide assistance to and from the exterior door of the building for door-to-door trips. In cases where the Customer states that the driver's assistance is not needed, the driver shall still attend sufficiently to the passenger's progress to ensure safe passage.

Contractors shall provide Leave Attended service, to a limited number of legacy Customers designated by City. Assistance to and from the exterior door of the building shall be provided. Upon arrival at destination, the Customer shall be left with a willing and responsible party identified by the driver as a professional, personal associate, or family member of the Customer. If no willing and responsible party is identified at destination, Contractor dispatch shall contact Metro for direction. This may necessitate re-boarding of the Customer to complete trips for other passengers and a later return to the drop-off location as time permits.

In all instances, drivers shall assist Customers with boarding and alighting the vehicle. Drivers shall assist with passenger lap and shoulder belts and with wheelchair securement, if appropriate. Drivers shall ensure proper securement of child car seats brought on board a vehicle by a Customer. Mobility devices shall be in forward facing positions in the vehicle and secured in accordance with ADA requirements. Passengers using three-wheeled scooters may be asked to transfer to a seat in the vehicle, but are not required to transfer. Driver assistance with such a transfer shall not include lifting a Customer. Driver assistance may include Customer assistance with one small package for door-to-door service.

2. On-Time Performance by Pick-Up

City has established a Pick-Up Window no later than twenty (20) minutes after the requested/negotiated pick-up time, as booked by Metro. A ride is regarded as on-time if the vehicle arrives within the 20-minute pick-up window and the trip is completed by the Customer. Early pick-ups are voluntary by Customer and not included in the on-time performance calculation. Cancellations and no-shows are also excluded from consideration for on-time performance. The Contractor shall maintain an On-Time Performance standard whereby no less than 94% of trips shall arrive at the pick-up location within the Pick-Up Window.

The vehicle arrival at the pick-up location shall be announced by the driver. This shall be accomplished by driver going to the door of the building for face-to-face or intercom contact. In addition, a text message, phone call, or other proposed method, approved by Metro, may be employed. Drivers may not leave a pick-up location, without the scheduled passenger(s), unless authorized to do so by Contractor dispatcher. Contractor dispatcher shall ensure that the driver has waited at least 5 minutes within the pick-up window at the

pick-up location and attempts to contact the Customer have been made before leaving without scheduled passenger(s). A driver who arrives early may pick-up a Customer before the start of the pick-up window only if Customer is willing and not coerced into leaving early.

3. On-Time Performance by Drop-off

City has established that trips with an appointment drop-off time, as booked by Metro, shall arrive no later than this scheduled time to be regarded as on-time. The Contractor shall maintain an On-Time Performance standard for Appointment Trips whereby no less than 90% of trips shall arrive at the destination no later than the appointment drop-off time.

4. Late and Missed Trips

A scheduled trip is considered late when the vehicle arrives after the 20-minute pick-up window and the trip is completed by the Customer. A scheduled trip is considered a Missed Trip, as defined in Definitions, when a vehicle fails to arrive at designated pick-up location within 60 minutes of scheduled pick-up time whether or not the Customer takes the trip. The Contractor shall maintain a level of service whereby no more than 0.5% of scheduled trips are Missed Trips.

5. Maximum Travel Time

In accordance with the ADA, travels times are to be comparable to Metro fixed route travel times including time for travel to and from fixed-route bus stops. Travel times may be adjusted to reflect fixed-route network updates or real-time scheduling data.

Contractor shall not cause Customers to remain on board a vehicle beyond the calculated system On-Board Time (OBT) for the time of day and distance of the ride, as provided by Metro. In the absence of a ride specific OBT, the following general OBTs shall apply:

Trip Distance	On-Board Time
12 miles or less	No more than 1 hour and 15 minutes
More the 12 miles	No more than 1 hour and 30 minutes
More than 16 miles	No more than 2 hours

7.2 Liquidated Damages

Charges regarding late or missed trips may be waived during periods of severe weather or other circumstances of broad impact when conditions, as determined by City, indicate that the delay was unavoidable. This determination is final. If Contractor believes an event occurring in the city may cause delays, it is the responsibility of Contractor to notify a Metro Operations Manager of the event and to obtain written concurrence that charges will not be assessed.

1. On Time Performance

Monthly On-Time Performance for Pick-Up

94% or more On-Time	No reduction in total monthly compensation
90-93% On-Time	2% reduction of total monthly compensation
Less than 90% On-Time	10% of reduction of total monthly compensation

Contractor shall provide on-time performance for scheduled Appointment Trip drop-offs at 90% or higher per month. Contractor on-time performance falling below this level will be assessed liquidated damages equal to a 1% reduction of total monthly compensation.

2. Missed Trips
Contractor shall operate at 0.5% or lower per month of scheduled trips that are missed. Performance exceeding this level of missed trips will be assessed liquidated damages equal to a 1% reduction of total monthly compensation.
3. Passenger Comfort
Any vehicle in revenue service, with a reported failure of heating or air conditioning, shall be replaced with a fully functioning vehicle within 60 minutes of initial report of failure. Liquidated damages equal to a 1% reduction of total monthly compensation shall apply when vehicle is in service without functioning heating and air conditioning beyond this 60 minute limit.
4. Vehicle Road Calls
Contractor shall operate revenue vehicles in service at a rate of greater than 54,000 miles between road calls. Road call management is calculated as total monthly vehicle mileage divided by number of road calls (monthly total miles/road calls). Performance reflecting fewer miles between mechanical road calls will be assessed liquidated damages equal to a 1% reduction of total monthly compensation.
5. Passenger Safety
In accordance with FTA requirements, Metro has established safety performance targets for our contractors based on prior years' data. Contractor shall operate revenue vehicles in a safe manner reflecting limits to the rate of accidents.

Non-Injury Accidents = greater than 33,000 miles between non-injury accidents

Injury Accidents = greater than 100,000 miles between injury accidents.

Vehicle mechanical trouble calls = greater than 1.82 per 100,000 vehicle revenue miles.

Safety Events = greater than 3.07 events between 100,000 events.

Performance reflecting fewer miles between accidents will be subject to a safety review that may result reduced service requests or in termination of contracted services.

6. Prompt Customer Feedback
Failure to provide prompt response to complaints or report complaint investigation findings and resolution to Metro may result in delay of monthly invoice payments until these items are complete.

8 MOBILIZATION AND CONTRACT TRANSITION REQUIREMENTS

The Contractor shall be responsible for carrying out an effective and smooth transition and start-up process. Contractor will assure that it is capable of hiring necessary employees, conducting required training, providing revenue vehicles, and be otherwise prepared to begin Metro paratransit service no later than January 1, 2023.

9 PAYMENT SCHEDULE

9.1 Rates

Contractor shall charge City for service provided to Customers in accordance with the established rate schedule negotiated by the City and Contractor. This reflects either an hourly rate or per trip rate. The following exceptions apply:

- City will pay the lesser of the per trip cost of the ride or a no-show fee of \$5.00 for each “no-show” of a Customer when service is provided by the Contractor on a per trip basis. A no-show fee shall not be assessed, to either City or Customer, in instances when the Contractor arrives after the on-time pick-up window has passed. Under the circumstances of a late arrival for pick-up, a Customer may cancel the ride without penalty.
- The Customer cash fares collected by the Contractor will be credited against the payment due. The cash fares collected shall be reported using the Service Summary Form. Payments and credits (revenue) shall be reported separately on the invoices. Invoices must show total authorized trips in Metro paratransit service, broken down as described in the Service Summary Form.
- The monthly invoice submitted to City by Contractor shall be the charges in the negotiated rate schedule (or “no-show” amount as set forth above) less the cash fares paid by Customer riders.

9.2 Invoicing Details

Invoices shall be submitted electronically, and on a monthly basis only, using the Service Summary Forms (see Exhibits B and C). Each invoice shall include information on the quantity of rides and the corresponding rate, the service hours and the corresponding rate, and mileage. Information on the fares collected shall also be detailed on the form. Any applicable fuel adjustment shall also be reflected on the form and supported by submittal of a separate detailed monthly log of fuel purchases and usage.

9.3 Due Dates

Monthly invoices shall be submitted no later than the 10th of the month following the service month. For example, a service invoice for September shall be submitted no later than October 10th.

9.4 Payment Delays

Payment processing will be withheld until the following are completed for the prior month of service:

- Trip documentation is completed and submitted via City’s Internet Data Input and Retrieval Site (portal)
- Fare tickets collected during service are submitted to Metro
- Responses to accidents, incidents and customer complaints have been addressed
- Invoices have been submitted using the Service Summary Form
- Monthly and Annual Statistics Report(s) is submitted

10 PROPOSAL EVALUATION AND SELECTION

The City will have sole discretion as to the methodology used in making the award. The award will be made to the responsible and responsive Proposer who offers the best combination of addressing the criteria to questions #1-7 based on the evaluation team rankings, together with its recommendations on the best proposals. Protest procedures available upon request.

The following criteria will be used to evaluate the proposals.

Capacity – 29%

Number and capacity of wheelchair accessible vehicles. Number and capacity of non-wheelchair accessible vehicles. Number of qualified and trained drivers. Driver availability. Ability to provide sufficient wheelchair and non-wheelchair vehicle and driver availability levels by time of day and day of the week as needed to meet demand. Sufficiency of vehicle maintenance program to limit service interruptions.

Customer Service and Reliability – 25%

Driver recruitment, selection, and training process. Scheduling and dispatching processes and capabilities. Mitigation strategies to ensure on-time service. Internal performance evaluation processes. Complaint investigation and resolution plans. Sufficient dispatch and management capacity to oversee operations and respond to incidents in real time while maintaining communications with Metro staff. Capacity to proactively inform Metro of any service delays resulting in late or missed trips. Establishment of a safety program.

Qualifications and Experience – 16%

Relevant experience, especially in providing transportation services to customers with disabilities. Familiarity with Madison geography and operating conditions. Experience providing transportation services on behalf of a company or institution according to a specific set of business rules or parameters. Demonstration of understanding of the requirements of the RFP.

Cost – 30%

Cost structure for both non-wheelchair and wheelchair accessible vehicles according to the completed cost forms within the RFP response.

10.1 Preliminary Evaluation

Received proposals will be reviewed for completeness and compliance with RFP guidelines. All incomplete RFP's submitted may be determined nonresponsive and removed from the evaluation process. To be considered complete, RFP's shall include all required submittals listed in the checklist (Form B) and shall be signed and dated. In the event that all proposers do not meet one or more of the requirements, the City of Madison reserves the right to continue the evaluation of the proposals that most closely meet the requirements of this RFP.

10.2 Clarification of Proposals

During the evaluation of proposals, the City reserves the right to contact any or all Proposers to request additional information for purposes of clarification of RFQ responses, reject proposals which contain errors, or at its sole discretion, waive disqualifying errors or gain clarification of errors or information.

10.3 Proposal Evaluations, Interviews and/or Site Visits

Based on initial scoring, the evaluation panel may choose to move forward and conduct interviews with the highest scoring proposers. The Selection Panel may then choose to assign

additional points for these evaluation steps or re-evaluate, re-rate and/or re-rank the finalists' proposals based upon the interviews, written documents submitted and any clarifications offered in the interviews. Prior to any interviews, finalists will have the opportunity to revise and re-submit their proposal, should additional information be requested by the City.

10.4 Consideration of Proposals

In making their selection under this RFP, the Selection Panel will consider the submittals, interviews with potential Project Managers, general qualifications, prior history of performance as well as the selection criteria set forth in this RFP.

10.5 Best and Final Offer

The Selection Panel may request best and final offers from one or more Proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer(s), the City may negotiate a contract with the next highest scoring proposer.

10.6 Process

At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals; and waive any informalities, irregularities or omissions in submittals, all as deemed in the best interests of the City.

10.7 Communication with Selection Committee

Proposers may not contact members of the Selection Committee at any time during the evaluation process, except at the City of Madison Purchasing request.

10.8 Conditional Proposals

Conditional proposals, which contain exceptions to the scope of work attached hereto, may be considered nonresponsive and may be rejected.

10.9 Price and/or Cost Analysis

After selection, the City reserves the right to conduct a price and/or cost analysis to determine if pricing is fair and reasonable. Proposers shall cooperate as needed with the City efforts to perform said analyses. If pricing is determined to be unreasonable, the City reserves the right to move to the next highest scoring proposer.

11 REQUIRED INFORMATION AND CONTENT OF PROPOSALS

In the context of this section “you” and “your” is the same as “Proposer” and “Proposer’s”, respectively. The evaluation and selection of a Contractor/Vendor (defined as the Proposer awarded the RFP that has executed a contract with the City), along with the contract issued, will be based, at least in part, on the information submitted in the proposal. Additionally, other inquiries may be made, including but not limited to references, interviews, demonstrations and presentations.

Each section referenced below is the minimum information requested by the City. Proposals shall include sections that contain the requested information in the order outlined below. List the questions and your responses and/or attachments as numbered and listed within each section.

11.1 Table of Contents

Provide a Table of Contents that outlines in sequential order the major sections of your proposal.

11.2 General Information and Signatures

1. Form A – Signature Affidavit
2. Form B – Receipt of Forms and Submittal Checklist
3. Form C – Vendor Profile
4. Form D – Cost Proposal
5. Form E – References
6. Form F – USDOT/FTA Certifications
7. Form G – Vehicle List

11.3 Executive Summary

Include a cover letter of introduction (limited to one page) and executive summary of the proposal incorporating the following:

1. Briefly introduce your firm, providing a summary of administration, organization and staffing of your firm, including multiple offices, if applicable.
2. Identify the contact person title and contact information for the person(s) authorized to negotiate the proposed contract.
3. Describe the relevant experience of the firm, over the past three years, in performing services of similar size and scope to that under this proposal.

Submit proof of City of Madison Taxi Licensing or State of Wisconsin Medicaid Provider status.

11.4 Understanding the RFP

1. Provide a summary of your understanding of the requirements of this Request for Proposals.
2. Highlight how your proposal will meet or exceed the core requirements and expectations outlined in the Scope of Work.

3. Identify your expectations of Metro including staff support and resources.

11.5 Staffing, Capacity, and Program Management

1. Provide an organizational chart with key individuals and positions identified including management, dispatch, drivers, and other key roles with the number of employees in each category.
2. Provide information regarding corporate organizational structure and decision making authority.
3. Provide job descriptions (including qualifications) and descriptions of the selection process used for drivers, dispatchers, customer service agents, and mechanics.
4. Include resumes which describe the qualifications and years of experience of key personnel.
5. Provide a driver training plan.
6. Provide a dispatcher/supervisor training plan.
7. Describe how adequate staffing will be maintained for all positions and all required times of the day.
8. Describe how driver and vehicle availability is matched to demand to ensure coverage.
9. Include information on available capacity for wheelchair and ambulatory trips, as well as ability to scale resources in response to changes in demand from both an operating and capital perspective.
10. Describe any innovative approaches to the above that make your solution uniquely able to meet the needs of this project.
11. List the number of vehicles and drivers you would have available by January 1, 2023 to dedicate to Metro service, by time of day and vehicle type in the table below. Please create table in your response.

Time of Day	Available Accessible Vehicles	Available Non-Accessible Vehicles
4:00 – 6:00		
6:00 – 9:00		
9:00 – 13:00		
13:00 – 15:00		
15:00 – 18:00		
18:00 – 21:00		
21:00 – 24:00		

12. How many drivers do you have available today?
13. How many vehicles do you have available today, and how many are wheelchair accessible?
14. What are your existing hours of service if you currently operate in Dane County?
15. How many years of experience does your firm have in operating paratransit or non-emergency medical transportation in Madison or elsewhere?

11.6 Service Management, Service Delivery, Reporting, and Quality Assurance

1. Describe how customer safety will be ensured.
2. Provide your Drug and Alcohol policy.
3. Explain processes and resources for ensuring consistent, reliable service that conforms to the expectations of this Request for Proposals.
4. Outline communications strategies for keeping Metro informed of service delays and other issues.
5. Describe your process for addressing customer complaints.
6. Describe how trip information, status updates, ETAs, and vehicle locations will be shared with Metro including the timeframe that data will be shared.
7. Describe internal processes for monitoring and improving service reliability.
8. Describe any innovative approaches that make your solution uniquely able to meet the needs of this project.

11.7 Financial Resources

Provide evidence that your company has the financial stability and capability to perform the work outlined within the scope of work. Therefore, the proposer must submit one or more of the following financial statements or reports:

- Audited Financial Statement (balance sheet & profit & loss statement) for the past five (5) years (If unavailable, an unaudited financial statement is acceptable)
- Internal report which provides a five (5) year financial trend analysis
- Current credit report

Any other financial status report, which could be used to demonstrate financial stability and is approved by the City during the request for clarifications process.

11.8 Disclosure of Contract Failures and Litigation

Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last three (3) years which involves your firm and all subcontractors involved in the project. List any contracts in which your firm and any subcontractor have been found guilty or liable, or which may affect the performance of the services to be rendered herein.

11.9 Fee Proposal

Please submit Form D: Fee Proposal separate from the rest of your proposal.



Form A: Signature Affidavit

RFP #: 11070-0-2022-BG Paratransit Services

This form must be returned with your response.

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take 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 Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

COMPANY NAME

SIGNATURE

DATE

PRINT NAME OF PERSON SIGNING



Form B: Receipt of Forms and Submittal Checklist

RFP #: 11070-0-2022-BG Paratransit Services

This form must be returned with your response.

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit		
Form B: Receipt of Forms and Submittal Checklist		
Form C: Vendor Profile		
Form D: Cost Proposal		
Form E: References		
Form F: US DOT/FTA Certifications		
Form G: Vehicle List		
Appendix A: Standard Terms & Conditions	N/A	
Appendix B: Contract for Purchase of Services	N/A	
Appendix C: Protest Procedures	N/A	
Appendix D: US DOT/FTA Terms and Conditions	N/A	
Exhibit A: Service Statistics and Characteristics		
Exhibit B: Service Summary Form by Run		
Exhibit C: Service Summary Form by Trip		
Exhibit D: Monthly Statistics Report		
Exhibit E: Annual Statistics Report		

VENDOR NAME

COMPANY NAME



Form C: Vendor Profile

RFP #: 11070-0-2022-BG Paratransit Services

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.)		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/vendors-suppliers>

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME		TITLE	
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
ADDRESS	CITY	STATE	ZIP



Form D: Cost Proposal

RFP #: 11070-0-2022-BG Paratransit Services

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive – Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- Not To Exceed – The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Please respond to one of the pricing options listed below.

OPTION 1: Service by the RUN Proposal

Service by the RUN	Year 1	Year 2	Year 3	Year 4 (Option Year)	Year 5 (Option Year)
Contract Period	January 1, 2023 – June 30, 2023	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027
Cost per Hour					

UW Campus RUN	Year 1	Year 2	Year 3	Year 4 (Option Year)	Year 5 (Option Year)
Contract Period	January 1, 2023 – June 30, 2023	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027
Cost per Hour					

The prices shall be all inclusive: driver, vehicle, fuel, maintenance, computer hardware and software, communication equipment, and all other costs associated with providing the revenue vehicle hour. The price for RUNs shall reflect the rate for the time from the first pick-up to the last drop-off, inclusive of intertrip deadhead within the dedicated block of vehicle hours but exclusive of garage deadhead.

Fuel Clauses

Is CONTRACTOR proposing a fuel clause? ____ Yes ____ No

If “yes” and proposing a Fuel Escalator or De-escalator, CONTRACTOR must enter the appropriate information in the following tables:

Will CONTRACTOR pay fuel tax on this service? ____ Yes ____ No

Enter values for approved Fuel Adjustment Clause Calculation

Adjustment - If the Average Price of fuel for any month of service falls between \$_____ per gallon and \$_____ per gallon there shall be no fuel adjustment.

Escalator - If the Average Price of fuel for any month exceeds \$_____ per gallon, the fuel adjustment payable to CONTRACTOR for that month shall be calculated accordingly:

Total contract miles driven / 10 miles per gallon = Total gallons consumed

Total gallons consumed x (actual average cost of fuel purchased minus \$_____) = Fuel Surcharge

De-escalator - If the Average Price of fuel for any month is below \$_____ per gallon, the fuel adjustment payable to the CITY for that month shall be calculated accordingly:

Total contract miles driven / 10 miles per gallon = Total gallons consumed
Total gallons consumed x (\$_____ minus actual average cost of fuel purchased) = Fuel Refund

Each month during the term of this agreement, including any renewals or extensions hereof, CONTRACTOR's invoice shall include an adjustment for increases or decreases only when those charges apply. CONTRACTOR shall submit a detailed monthly log of fuel purchases and usage with each invoice for months that the fuel clause is applied.

Describe below Contractor's fuel-purchasing plan. This shall include type of fuel, facility for bulk delivery, wholesale or retail pricing, discounts or exemptions. Feel free to use a separate sheet.

OPTION 2: Service by the TRIP Proposal

Service by The TRIP	Year 1	Year 2	Year 3	Year 4 (Option Year)	Year 5 (Option Year)
Contract Period	January 1, 2023 – June 30, 2023	July 1, 2023 – June 30, 2024	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026	July 1, 2026 – June 30, 2027
Wheelchair Space cost per Trip					
Ambulatory Cost per Trip					
No Show / Late Cancellation fee	\$7. 00	\$7. 00	\$7. 00	\$7. 00	\$7. 00

The prices shall be all inclusive: driver, vehicle, fuel, maintenance, computer hardware and software, communication equipment, and all other costs associated with providing the trip.

Trip Volume

Does your pricing assume a minimum number of trips? _____

If yes, specify the minimum trips per month. _____

Daily trip volume does fluctuate, sometimes significantly.

In the event that trip volume falls below a minimum number of trips specified above and on a consistently and consecutively, Metro reserves the option to pay the difference to meet the minimum trip-number pricing in order to maintain available capacity. The option to meet the minimum trip-number is at Metro's discretion on a month-to-month basis, not day-by-day.

Fuel Clauses

Is CONTRACTOR proposing a fuel clause? ____ Yes ____ No

If "yes" and proposing a Fuel Escalator or De-escalator, CONTRACTOR must enter the appropriate information in the following tables:

Will CONTRACTOR pay fuel tax on this service? ____ Yes ____ No

Enter values for approved Fuel Adjustment Clause Calculation

Adjustment - If the Average Price of fuel for any month of service falls between \$_____ per gallon and \$_____ per gallon there shall be no fuel adjustment.

Escalator - If the Average Price of fuel for any month exceeds \$_____ per gallon, the fuel adjustment payable to CONTRACTOR for that month shall be calculated accordingly:

Total Trips provided x (actual average cost per gallon of fuel purchased minus \$_____) = Fuel Surcharge

De-escalator - If the Average Price of fuel for any month is below \$_____ per gallon, the fuel adjustment payable to the CITY for that month shall be calculated accordingly: Total Trips performed x (\$_____ minus actual average cost per gallon of fuel purchased) = Fuel Refund

Each month during the term of this agreement, including any renewals or extensions hereof, CONTRACTOR's invoice shall include an adjustment for increases or decreases only when those charges apply. CONTRACTOR shall submit a detailed monthly log of fuel purchases and usage with each invoice for months that the fuel clause is applied.

Describe below Contractor's fuel-purchasing plan. This shall include type of fuel, facility for bulk delivery, wholesale or retail pricing, discounts or exemptions.

COMPANY NAME



Form E: References

RFP #: 11070-0-2022-BG Paratransit Services

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME		CONTACT NAME	
ADDRESS		CITY	STATE ZIP
TELEPHONE NUMBER		FAX NUMBER	
EMAIL			
CONTRACT PERIOD		YEAR COMPLETED	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK			

COMPANY NAME

FTA & LOCAL CERTIFICATIONS

The following Certifications and forms must be submitted in a separate sealed envelope marked "Envelope No. 2--Certifications."

1. AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS -(Include in all bids)

I hereby declare and affirm under the penalty for perjury:

A. That I am the Proposer (if the Proposer is an individual), a partner in the Proposal (if the Proposer is a partnership), or an officer or employee of the proposing corporation (if the Proposer is a corporation);

B. That the attached Proposal(s) have been arrived at by the Proposer independently and have been submitted without collusion or sham [fraud] and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the request for proposals, designed to limit independent proposing or competition;

C. That the contents of the Proposal(s) have not been communicated, directly or indirectly, by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety or any bond furnished with the Proposal(s), and will not be communicated to any such person prior to the official opening of the proposal(s); and

D. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

2. OVERALL FEDERAL REGULATION COMPLIANCE

All contractual provisions required by USDOT/FTA, as set forth in USDOT/FTA Circular 4220.1F, as amended, and outlined in “USDOT/FTA Terms and Conditions”, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Proposal with the successful Proposer. The successful Proposer shall not perform any act, fail to perform any act, or refuse to comply with any City of Madison requests which would cause the City of Madison to be in violation of USDOT/FTA or Wisconsin Department of Transportation grant terms and conditions. The successful Proposer shall ensure that any proposed subcontractors have been determined to meet the same standards of responsibility applicable to the prime contractor.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

3. COMPLIANCE WITH SPECIFICATIONS/SCOPE OF WORK -(Include in all bids)

The Proposer hereby certifies that it will comply with the specifications/scope of work issued by the City of Madison, WI.
The Proposer warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (check one ONLY):

A. ____ The Proposer hereby states that it will comply with the specifications/scope of work in all areas. (This means that there are no exceptions to the City's specifications/scope of work, no matter how minor. If you have any doubts, check paragraph C or call the Project Administrator, at 608/267-1148, for assistance.)

B. ____ The Proposer hereby states that it will comply with the specifications/scope of work in all areas except those where requests for clarification were approved by the City prior to Proposal submission.

C. ____ The Proposer hereby states that it will comply with the specifications/scope of work in all areas except those noted in its response as not being granted by the City in the requests for clarification process. The Proposer understands that those exceptions to the specifications/scope of work may be considered not responsive and may be rejected by the City.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

**4. DEBARMENT AND SUSPENSION CERTIFICATION (LOWER TIER COVERED TRANSACTION)
(Only Proposals Exceeding \$25,000)**

Instructions for Certification:

1. By signing and submitting this Offer or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by in writing by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant agrees to review the "Excluded Parties Listing System" at <http://www.sam.gov>, before entering into any third party contract or subagreement.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective lower tier participant shall attach an explanation to this proposal, and indicate that it has done so, by placing an X in the following space: ____

Furthermore, the prospective lower tier participant certifies that it will provide immediate written notice to the Procuring Agency if, at any time during the course of the proposed Offer, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.

THE PROPOSER OR OFFEROR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

5. DEBARMENT AND SUSPENSION CERTIFICATION - PRIMARY
(Only Proposals Exceeding \$25,000)

Instructions for Certification:

1. By signing and submitting this Offer or proposal, the prospective primary participant is providing the signed certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by in writing by the department or agency entering into this transactions.

7. The prospective primary participant further agrees by submitting this proposal that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant agrees to review the "Excluded Parties Listing System" at <http://www.sam.gov>, before entering into any third party contract or subagreement.

9. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

5. DEBARMENT AND SUSPENSION CERTIFICATION - PRIMARY- (continued)

The prospective primary participant certifies, by submission of this Proposal, to the best of its knowledge and belief, that neither it nor its "principals," as defined at 49 C.F.R. Part 29.105:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification.

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, local) terminated for cause or default.

If the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal, and indicate that it has done so, by placing an "X" in the following space: ____.

Furthermore, the potential Proposer certifies that it will provide immediate written notice to the Procuring Agency if, at any time during the course of the proposed contract, it learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.

THE PROPOSER OR OFFEROR, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE PROPOSER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND EXPLANATION, IF ANY.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

6. LOBBYING CERTIFICATION (Only Proposals Exceeding \$100,000)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

7. DBE APPROVAL CERTIFICATION

The Proposer hereby certifies that it will not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in awarding a subcontract, and that it will take reasonable and necessary steps to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in DOT Financial Assistance Programs, including 49 CFR 26.13, will have the opportunity to participate in the performance of this Proposal. Furthermore, the Proposer certifies that its goals have not been disapproved by the Federal Transit Administration.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

8. COMPLIANCE WITH LOCAL AFFIRMATIVE ACTION ORDINANCE

The Proposer hereby certifies that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including contract compliance requirements. **The Proposer warrants and certifies that, of the following three paragraphs, paragraph A or B or C, is true (check one ONLY), Check Paragraph D if applicable:**

A. ____ It has prepared and has on file with the City of Madison's Affirmative Action Department an Affirmative Action Plan that meets the formal requirements of Federal Revised Order No. 4, 41 C.F.R. Part 60.2, as established by 43 FR 51400, November 3, 1978, including appendices required by the City of Madison ordinances or it has prepared and has on file a model Affirmative Action Plan approved by the Madison Common Council. (Please note that Affirmative Action plans must be updated annually with the Department of Civil Rights.)

B. ____ Within thirty (30) days after the effective date of this Proposal, it will complete an Affirmative Action Plan that meets the format requirements of Federal Revised Order No. 4, 41 C.F.R. Part 60.2, as established by 43 FR 51400, November 3, 1978, including appendices required by the City of Madison ordinance or within thirty (30) days after the effective date of this Proposal, it will complete a model Affirmative Action Plan approved by the Madison Common Council.

C. ____ The Proposer is exempt from filing an Affirmative Action Plan as he or she has fewer than fifteen (15) employees. Within thirty (30) days after Proposal award, the Proposer will file with the Affirmative Action Department an Employer Information Report form to document his or her exempt status.

D. ____ The Bidder/Offeror understands that if Offeror is found by Procuring Agencies Department of Civil Rights to be non-exempt, Paragraph B applies.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

9. DBE VENDOR SURVEY

The United States Department of Transportation (USDOT) has issued new rules to restructure the Disadvantaged Business Enterprise Program so it complies with Court orders. These new rules at 49 C.F.R. Part 26.11 require transit properties to obtain the following information from all current, past and potential Proposers. Here "potential Proposer" is defined as one seeking or has sought to do business with us.

A. PROPOSING COMPANY NAME _____

Address _____

City _____ State _____ Zip + 4 _____

B. How long has your firm been in business? _____

C. What is the annual gross receipts of your firm? _____

D. Are you a D.B.E.? Yes _____ No _____

E. If yes, is your personal net worth greater than \$750,000? Yes _____ No _____

F. If you want USDOT and the City of Madison to treat this information as proprietary you must place an "X" in the following space: _____. If done, then USDOT and the City will view this information as proprietary. It will therefore be protected under the Federal Freedom of Information Act, which pre-empts state and local laws, if any, which may allow this information to be otherwise released.

SIGNATURE _____

NAME _____

TITLE _____

FIRM NAME _____

DATE _____

10. VENDOR DATA SHEET

A. LIST THE PERSON THE CITY CAN CONTACT IF THERE ARE QUESTIONS ABOUT YOUR PROPOSAL.

Name _____

Address _____

City _____ State _____ Zip + 4 _____.

Phone _____ FAX _____ E-mail _____

B. LIST THE PERSON RESPONSIBLE FOR REQUIRED AFFIRMATIVE ACTION INFORMATION.

Name _____

Address _____

City _____ State _____ Zip + 4 _____.

Phone _____ FAX _____ E-mail _____

C. LIST THE PERSON RESPONSIBLE FOR INVOICES & PREVAILING WAGE DOCUMENTATION.

Name _____

Address _____

City _____ State _____ Zip + 4 _____

Phone _____ FAX _____ E-mail _____

D. LIST THE PERSON RESPONSIBLE FOR THE MONTHLY PROGRESS REPORTS, if required.

Name _____

Address _____

City _____ State _____ Zip + 4 _____.

Phone _____ FAX _____ E-mail _____



CITY OF MADISON

1. General. Throughout this document, "City of Madison," "City" and "Purchasing" shall be synonymous and mean the City of Madison. The words "bid" and "proposal" are synonymous, as are the words "bidder," "proposer" and "contractor." The phrases "request for proposal," "invitation for bids," "request," "invitation," and "solicitation" shall also be synonymous.

As applied to the winning or selected bidder, the words "bid," "proposal," and "contract" are synonymous.

2. Entire Agreement, Order of Precedence. These standard terms and conditions shall apply to any Purchase Order issued as a result of this Request for Bid/Proposal, except where expressly stated otherwise in the RFP or in a written instrument covering this purchase signed by an authorized representative of the City and the Contractor, in a form approved by the City Attorney (a "Separate Contract"). If such a separate contract is executed it shall constitute the entire agreement and no other terms and conditions, whether oral or written, shall be effective or binding unless expressly agreed to in writing by the City.

If a Separate Contract is not executed, these Standard Terms and Conditions, the City's request for proposals, the version of the vendor's bid that was accepted by the City, and the City's Purchase Order (if any) shall constitute a contract and will be the entire agreement.

Order of Precedence: If there is a conflict between this Section A and any terms in the vendor's accepted bid or proposal, this Section A shall control unless the parties expressly agree to another order of precedence, in writing. If there is a conflict between this Section A and a Separate Contract, the terms and conditions of the Separate Contract shall control.

I. TERMS FOR SUBMISSION OF BIDS: The following section applies to the bid/selection process only.

3. This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City's discretion are determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

4. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

5. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior to subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

6. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

7. Pricing and Discount.

- a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exists in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

8. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.

9. Award.

- a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
- b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

10. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder's conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder's potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into

account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder's ability to comply with the terms of this solicitation document.

11. Cancellation.

- a. The City reserves the right to cancel this bid, in whole or in part, at any time for any reason. The City may, in its sole discretion and without any reason, cancel or terminate any contract or purchase order awarded as a result of this bid, in whole or in part, without penalty, by providing ten (10) days written notice thereof to the contractor.
- a. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
- b. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

II. CONDITIONS OF PURCHASE: The following section applies to purchases/contracts after the award. See Paragraphs 1 & 2 for applicability and order of precedence.

12. Specifications.

- a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.
- b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.

13. Regulatory Compliance.

- a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
- b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

14. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

15. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.

- a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
- c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
- d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. F.O.B. Destination Freight Prepaid. Unless otherwise agreed in writing, the vendor shall bear all handling, transportation and insurance charges. Title of goods shall pass upon acceptance of goods at the City's dock.

19. **Tax Exemption.** The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. **The City Tax Exempt number is ES 42916.** Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder's bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

20. **Affirmative Action.**

A. The following language applies to all successful bidders employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 20.A.) at the time the Request for Exemption in 20.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 20.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 20.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 20.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) **Release of Payment:** (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) **Articles of Agreement:**

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (check one):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

21. Nondiscrimination. During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs

or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

22. Prevailing Wage. Where applicable under federal law, the Contractor warrants that prevailing wages will be paid to all trades and occupations.
23. Indemnification. **The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor's subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.**
24. Insurance.
The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.
- a. Commercial General Liability - The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.
 - b. Automobile Liability - The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
 - c. Worker's Compensation - The Contractor shall procure and maintain during the life of this contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.
 - d. Professional Liability - The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.
 - e. Acceptability of Insurers - The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
 - f. Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:
City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703
- The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.
25. Work Site Damages. Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.
26. Compliance.
- a. Regulations. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.
 - b. Licensing and Permits. The Contractor selected under this bid shall be required to demonstrate valid **possession of appropriate required licenses and will** keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
27. Warranty of Materials and Workmanship.
- a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
 - b. Work not conforming to these warranties shall be considered defective.

c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

28. Replacement of Defective Work or Materials. Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.
29. Reservation of the Right to Inspect Work. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.
30. Sweatfree Procurement of Items of Apparel. If this bid results in the procurement of \$15,000 or more in garments or items of clothing, any part of which is a textile, or any shoes/ footwear, then Sec. 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel", is hereby incorporated by reference and made part of this contract. See Section 4.25(2) at www.municode.com for applicability specifics. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.
- The sanctions for violating Sec. 4.25 under an existing contract are as follows:
- Withholding of payments under an existing contract.
 - Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars (\$2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.
 - Termination, suspension or cancellation of a contract in whole or in part.
 - Nonrenewal when a contract calls for optional renewals.
 - Nonrenewal for lack of progress or impossible compliance. The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:
 - Progress toward implementation of the standards in this Ordinance is no longer being made; and
 - Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.
 - Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.
- The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.
31. Local Purchasing. The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.
- To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Only vendors registered as of the bid due date will receive preference. Additional information is available at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>.
32. Weapons Prohibition. Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m). This section does not apply to employees who are required to carry a weapon under the express terms of the Contract (such as armed security guard services, etc.).
33. Software & Technology Purchases.
- Software Licenses. All software license agreements shall include the City's mandatory legal terms and conditions as determined by the City Attorney. Please be advised that no City employee has the authority to bind the City by clicking on an End User License Agreement (EULA) or any other click-through terms and conditions without being specifically authorized by the City's Chief Information Officer through procedures approved by the City Attorney and Risk Manager. All legal documents associated with the purchase or download of software must be reviewed by the City Attorney and may only be signed by an individual authorized to do so.

- b. Network Connection Policy. If this purchase includes software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of the Contract and Contractor agrees to comply with all of its requirements.

34. Ban the Box - Arrest and Criminal Background Checks.

This provision applies to service contracts of more than \$25,000 executed by the City on January 1, 2016 or later, unless exempt by Sec. 39.08 of the Madison General Ordinances (MGO).

- a. Definitions. For purposes of this requirement, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- b. Requirements. For the duration of any contract awarded under this RFP, the successful contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after a conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure, using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

- c. Exemptions: This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.1. or 2. above, contractor must demonstrate to the City that there is a law or regulation that requires the background check in question. If so, the contractor is exempt from this section for the position(s) in question.

City of Madison CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):

List all attachments here by name, and attach and label them accordingly.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be insert dates or reference attachments as needed.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**

- A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
- B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

- A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision

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of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. CONTRACTORS WITH 15 OR MORE

EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.

(4) Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

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ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **SEVERABILITY.**

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

15. **NOTICES.**

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. **CHOICE OF LAW AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be

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a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

23. **COMPENSATION.**

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$_____.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including

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loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Umbrella Liability

The Contractor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Commercial Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS.** (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)
- A. **DEFINITIONS.**
- For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.
- "Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.
- "Background Check" means the process of checking an applicant's arrest and conviction record, through any means.
- B. **REQUIREMENTS.** For the duration of this Contract, the Contractor shall:
- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - (5) Comply with all other provisions of Sec. 39.08, MGO.
- C. **EXEMPTIONS:** This section does not apply when:
- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.
- To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.
30. **WEAPONS PROHIBITION.**
- Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).
31. **IT NETWORK CONNECTION POLICY.**
- If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: <http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc> is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.
32. **AUTHORITY.**
- Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**
- This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

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IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Maribeth Witzel-Behl, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route this contract & all of its attachments for City signatures using the City Clerk's Contract Routing Database. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$50,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.

MADISON METRO TRANSIT – PROCUREMENT PROTEST PROCEDURE (Rev. 8-2-22)

In response to Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," it is Metro Transit's policy to consider all protests or objections regarding the award of a contract, whether submitted before or after award. Furthermore, this procedure shall be included or referenced in all solicitation documents. If referenced, the procedure shall be provided immediately upon request, barring copying restrictions.

PROTESTS

Any protests by an interested party i.e., Offeror or adversely affected sub-contractor; regarding this procurement shall be made in accordance with the procedures listed below. After such administrative remedies have been exhausted, an interested party may file a protest with the Federal Transit Administration (FTA) of the U.S. Department of Transportation pursuant to the procedures provided in FTA C 4220.1F. Allegations of violations of certain federal requirements may require the use of a separate complaint procedure. See, for example, Buy America Requirements, 49 CFR 661 (Section 661.15) and Participation by Disadvantaged Business Enterprise in Department of Transportation Programs, 49 CFR 26 (Section 26.101). Failure to comply with the procedures listed below, will render a protest untimely and/or inadequate and shall result in its rejection.

Pre-award Protest Procedure

In all cases, the services, equipment, parts, or materials furnished under a contract shall fully comply with the plans, specifications, and scope of services attached to the request for proposals.

All pre-proposal or pre-award protests by interested parties, based upon restrictive or unclear scopes of work, the procurement process, alleged improprieties, or similar situations shall be received by Metro Transit, in writing, at the physical address and/or email address listed in the solicitation document. If the protest is made orally, timely written confirmation of the protest shall be required. Any protest must be fully supported with technical data or other pertinent information as evidence. Metro Transit will not consider a protest, if it is insufficiently supported or if Metro Transit does not receive it within the specified time limits. All Pre-award Protests shall be submitted within fifteen business (15) days prior to the Bid /Proposal Due Date.

With respect to any Pre-award Protest considered by Metro Transit, the Project Administrator will respond in detail to each substantive issue raised. This written response will be postmarked or transmitted at least five (5) business days prior to the bid/proposal due date.

Pre-award Protests Appeals Procedure

An Offeror or an adversely affected subcontractor is eligible to file an appeal from the decision of Metro Transit's Project Administrator. All appeals shall be filed, in writing, not more than five (5) business days from the date of determination, by 4:30 PM local time, with the Transit Finance Manager, at 1245 East Washington Ave., Suite 201, Madison, WI 53703 or FAX 608/267-8778. At minimum, the appeal shall include the name and address of the appellant; the email, telephone, and FAX numbers of the appellant; the action, which is the subject of the appeal; the reason for the protest; and a statement of the remedy sought.

With respect to any protest considered by Metro Transit, the Transit Finance Manager will respond in detail to each substantive issue raised. Metro Transit's final decision on the appeal of a pre-award protest will be postmarked or transmitted within ten (10) business days after the filing of the pre-award protest appeal.

Award Protest Procedure

An Offeror or an adversely affected subcontractor may protest the selected, responsible Offeror designation of any individual or organization by Metro Transit. All protests shall be filed, in writing, within five (5) business days of the bid award, by 4:30 PM local time, with the Transit General Manager, at 1245 East Washington Ave., Suite 201, Madison, WI 53703 or FAX 608/267-8778.

At a minimum, the protest shall include the name and address of the protesting party; the email, telephone, and FAX numbers of the protesting party; the action, which is the subject of the protest; the reason for the protest; and a statement of the remedy sought. The letter should include all information available to the protestor relevant to a determination of whether the protested party is in fact the selected, responsible Offeror. The protest should be specific. Metro Transit will not consider a protest, if it is insufficiently supported or if it is not received within the specified time limits.

The Transit General Manager shall determine, on the basis of information provided by the protestor, whether there is reason to believe that the protested party should not have been awarded the contract.

If the Transit General Manager determines that there is no reason to believe that the protested party should not have been awarded the contract, Metro Transit shall so inform the protestor in writing. In this letter, Metro Transit shall respond, at least generally, to each material issue raised in the protest.

If the Transit General Manager determines that there is reason to believe that the protested party should not have been awarded the contract, Metro Transit shall begin a proceeding to re-evaluate the bid/proposal award.

Metro Transit shall notify all involved or affected Offerors, in writing, that the contract award has been protested. The notice may identify the protesting party and summarize the grounds for protest. The notice shall also require the protested party to provide Metro Transit, within a reasonable period of time, any information necessary to permit Metro Transit to evaluate the protested party's designation as the selected, responsible Offeror.

The Transit General Manager shall evaluate the information available and make a determination. Metro Transit shall notify the parties of this determination in writing, within ten (10) business days of the conclusion of the determination, setting forth the reason for the determination.

In the event the Transit General Manager determines that the protested party should not have been awarded the contract, Metro Transit, at its discretion, may re-evaluate the evaluation process with the remaining Offerors or re-announce the RFP.

Award Protest Appeals Procedure

Any aggrieved person who was a party to the above award protest, or any person who possesses a direct financial interest in the determination, is eligible to file an appeal.

All appeals from the decision of an award protest should be filed, in writing, within five (5) business days of the date of determination, during normal working hours, with the City Finance Director, City of Madison, 210 Martin Luther King Jr. Blvd., Room 406, Madison, WI. 53710 or FAX 608/267/8705.

At minimum, the appeal shall include the name and address of the appellant; the telephone and FAX numbers of the appellant; the action which is the subject of the appeal; the specific reason for the appeal; a statement of the remedy sought; and a copy of Metro Transit's determination. The City Finance Director will not consider a protest, if it is insufficiently supported or if it is not received within the specified time limits.

Upon receipt of an appeal, the Finance Director shall fix a place, date, time, and designated officer to investigate the appeal, which shall be within five (5) business days of the date of receipt of the appeal.

The designated officer shall serve notice in writing, by telephone, or by other satisfactory means, to inform the parties of any information needed from them in order to respond to the appeal.

Within ten (10) business days of the conclusion of the review, the City Finance Director shall prepare a factual summary of the review and a final determination. In the report, all material issues raised in the protest shall be addressed in detail. This report shall be delivered to Metro Transit, with copies to the parties. This determination shall be final.

FTA Oversight

FTA will only review protests that allege failure of the City of Madison (Metro Transit) to have written protest procedures or failure to follow such procedures, or its failure to review a complaint or protest; or violation of Federal Law or regulations. A protest to the USDOT/FTA must be filed in accordance with FTA Circular 4220.1F currently in effect or amended time to time.

Alleged violations on other grounds, to the extent that they are justifiable, are under the jurisdictions of the appropriate federal, state or local administrative or judicial authorities. A concurrent copy of the protest must be sent to Madison Metro Transit.

The USDOT/FTA's remedy for City's failure to have written protest procedures or failure to follow such procedure is limited to requiring the City of Madison (Metro Transit) to develop such procedures, if necessary, and to follow such procedures in reviewing the protest at issue if Metro Transit desires USDOT/FTA financial participation in the contract in question.

Appellants shall file a protest with the USDOT/FTA not later than five (5) business days after the appellant knows or has reason to know of the violation.

In general, the protest filed must include the name and address of the appellant; identify Metro Transit, the project (grant) number, and the number of the contract solicitation; contain a statement of the grounds for the protest and any supporting documentation; and a copy of the local protest filed with the City of Madison and a copy of City's decision, if any.

Post-Award Procedure

The City of Madison shall not award a contract for five (5) business days following its decision on a procurement protest or if a protest has been filed with the FTA, during the pendency of that protest, unless Madison Metro Transit has determined that:

1. The items or services to be contracted for are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the Madison Metro Transit or the Federal Government.

In the event that City of Madison (Metro Transit) determines that the award is to be made during the five (5) business day period following the local protest decision or the pendency of a protest, the project file shall be documented by Metro Transit, explaining the basis for the award. In addition, Metro Transit shall notify the FTA prior to making such an award. Written notice of the decision to proceed with the award shall also be sent to the protester and all other interested or aggrieved parties, including the selected Offeror.

APPENDIX D: USDOT/FTA TERMS AND CONDITIONS

Federal Financial Assistance and Federal Changes: Up to 80% of the total cost of the deliverables described in the Contract will be financed with Federal monies from the Federal Transit Act of 1964, as amended.

1. No Government Obligation to Third Parties: The Contractor agrees that it will comply the U.S. Department of Transportation regulations relating to contractual liability of the Federal Government to third parties as follows:

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

2. Incorporation of FTA Terms. The provisions in this section include, in part, certain standard terms and conditions required by USDOT/FTA, whether or not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Madison requests, which would cause the City of Madison to be in violation of the USDOT/FTA terms and conditions.

The Contractor agrees that it will comply at all times with 49 CFR Part 18; U. S. Department of Transportation regulations relating to applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement Form FTA MA (28) dated February 2021, between the City and U. S. Department of Transportation/Federal Transit Administration (USDOT/FTA), as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

These grant agreements and FTA Circular 4220.1F, "Third Party Contracting," are available for examination at the Office of the Transit Finance Manager, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052, 608/267-8766 (voice), 608/267-8778 (fax) or wblock@cityofmadison.com.

3. Procurement Protest Procedure: In accordance with USDOT/FTA Circular 4220.1F, the City of Madison has a written procurement protest procedure, which is available upon request from the Office of the Transit Finance Manager. Protests against the City's responses to requests for approved equals and/or exceptions, unclear or restrictive specifications, the procurement process, alleged improprieties, etc. must be submitted in writing, in accordance with said procedure.

4. Compliance with Local, State and Federal Laws: The services and/or equipment provided shall be in compliance with all requirements of the laws and regulations of the City of Madison, the State of Wisconsin and the United States of America.

5. Ethics:

a. Prohibited Interest: The Contractor guarantees that no employee, officer, or agent of the City during his or her tenure or one (1) year thereafter has any interest, direct or indirect, in this contract or the proceeds thereof. Such a conflict would also arise when any employee, officer or agent's family member or partner or organization that employs, or is about to employ any of the above, has a financial or other interest in the Contractor selected for award.

b. Interest of Members of or Delegates to Congress: The Contractor guarantees that he or she has not offered or given to any member of, or delegate to the Congress of the United States, any share or part of this contract or to any benefit arising therefrom.

c. Covenant Against Gratuities: The Contractor guarantees that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any employee, officer or agent of the City with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the proposal or proposed contract.

d. Collusive Agreements: The Contractor guarantees that the Contract submitted is not a product of collusion with any other Contractor and no effort has been made to fix any overhead, profit or cost element of any Contract price.

e. Program Fraud and False or Fraudulent Statements and Related Acts:

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

(2) Criminal Fraud. The Contractor also understands and acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) Subcontracts. Subrecipient 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.

6. Civil Rights - The Contractor shall comply with the following requirements:

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, or sex. 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. § § 621 through 634 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 and with implementing regulations of the U.S. Equal Opportunity Commission (U.S. EEOC), 29 CFR, Part 1625.

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.

4. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to non-discrimination on the grounds of race, color, creed, age, disability, sex or national origin.

5. **Information and Reports:** The Contractor shall provide all information and reports required by the Federal Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the USDOT/FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or to the USDOT/FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of this section entitled “**Civil Rights**” (Section 6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City or the USDOT/FTA may direct as a means of enforcing non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interest of the United States.

7. **Penalties:** Failure by the Contractor to carry out these requirements is a material breach of the Contract, which may result in the withholding of payments to the Contractor under the contract until the Contractor complies; cancellation, termination or suspension of this Contract; ineligibility for future Contracts; or such other remedy as the City or USDOT/FTA deems appropriate in order to assure compliance with applicable civil rights standards as required by law.

7. **Disadvantaged Business Enterprise:**

The requirements of § 1101(b) of SAFETEA – LU< 23 U.S.C. § 101, note, 49 C.F.R. Part 26 and the City's USDOT/FTA approved Disadvantaged Business Enterprise (D.B.E.) Program are incorporated in this Contract by reference.

a. **Policy.** It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR § 18.36(e) Contracting with Small and Minority Firms, Women’s Business Enterprise and Labor Surplus Area Firms apply to this Agreement.

b. **Obligation.** The Contractor and its subcontractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, all Contractors or their subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all contacts and sub agreements supported with Federal assistance from the U.S. DOT.

c. **Penalty:** Failure by the Contractor or its subcontractor 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 City deems appropriate.

8. **Reservation of the Right to Inspect Work:** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at anytime during the duration of this proposed contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials, workmanship or professional services strictly in accordance with the instructions, Contract requirements and specifications.

9. **Audit and Inspection of Records:**

a. The Contractor shall maintain intact and readily accessible all data, documents, reports, records, Contracts, and supporting materials relating to this proposed contract during the course of this proposed contract and for three (3) years thereafter. The Contractor shall permit the authorized representations of the City and/or WisDOT or its designee, as required by USDOT/FTA, and the Comptroller General of the United States to inspect all project work, materials, payrolls, and other data, and to audit the books, records, and accounts pertaining to this Contract.

b. The Contractor further agrees to include in all his or her subcontracts hereunder a provision to the effect that the subcontractor agrees to the requirements of the above paragraph. The term "subcontractor" as used in this clause excludes subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

c. The periods of access and examination described above, for records which relate to (1) appeals under the disputes clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, and (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his/her duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

10. Labor: The Contractor agrees to comply with and assures compliance with applicable employee protection requirements for non-construction employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq, and implementing USDOL regulations, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act), 29 C.F.R. Part 5.

11. Government-wide Debarment & Suspension Non-procurement: The Contractor agrees to comply with and shall assure subcontractor's compliance with the requirements of Executive Order 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29, which prohibits FTA Contractors and Subcontractors from knowingly contracting for goods and services from organizations that have been suspended or debarred from receiving Federally-assisted contracts. The Contractor agrees to, and assures that its sub-contractors will, review the "Excluded Parties Listing System" at <http://www.sam.gov> before entering into any third party contract or subagreement. The Contractor shall submit the certification prescribed in 49 CFR Part 29, Appendix A.

The Contractor is required to pass this requirement on to subcontractors seeking subcontracts over \$25,000 and, accordingly, shall require subcontractors at every tier to include the certification prescribed in 49 CFR Part 29, Appendix B in any proposal submitted in connection with such lower tier contract transactions.

Furthermore, the Contractor agrees, to provide and to require subcontractors at every tier to agree to provide, the Procuring Agency with immediate written notice if it learns that its submitted certification, which was not erroneous when submitted, has become erroneous by reasons of changed circumstances. Written notice shall be sent to Wayne Block, Transit Finance Manager, 1245 East Washington Avenue, Suite 201, Madison, WI 53703-3052.

12. Environmental Requirements:

a. **Environmental Protection:** The Contractor agrees to comply with and shall assure subcontractors compliance with any applicable standards, orders, and/or requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622; the applicable provisions of 23 U.S. §§ 139 and 326; and subsequent Federal environmental protection regulations that may be promulgated.

b. **Air Quality:** The Contractor agrees to comply and shall assure subcontractors' compliance with all applicable regulations, standards, or orders implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q. In addition:

1. The Contractor agrees to comply with the applicable requirements of section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. All equipment provided under this contract shall be designed and equipped to limit air pollution in accordance with EPA regulations.

2. The Contractor agrees to comply with the following U.S. EPA regulations to the extent they are applicable to the work: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Highway Vehicles and Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy and Greenhouse Gas Exhaust Emissions of Motor Vehicles," 40 C.F.R. Part 600, and any revisions thereto.

3. The Contractor agrees to comply with the notice of violating facility provisions of Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and facilitate compliance with Executive Order No. 11738, "Administration of

the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

4. The Contractor shall include these requirements in each subcontract exceeding \$100,000; issued in relation to this contract.

5. The Contractor shall report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

c. Clean Water: The Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. Specifically:

- I. The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
- II. The Contractor agrees to comply with the notice of violating facility provisions of Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and facilitate compliance with Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- III. The Contractor agrees to report each violation to the Procuring Agency and understands and agrees that the Procuring Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- IV. The Contractor shall include these requirements in each subcontract exceeding \$100,000., issued pursuant to this contract.

d. Energy Conservation: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Wisconsin Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321 et seq.) and 49 CFR Part 18; U. S. Department of Transportation regulations relating to energy conservation.

e. Recycled Products: The Contractor agrees that it will comply with 42 USC.6962 et seq., and 40 CFR Part 247, and Executive Order 12873; and U.S. Department of Transportation regulations relating to recycled products. This requirement applies to all Contracts designated by the EPA, when the City or Contractor procures \$10,000 or more of such items in the fiscal year, or when the cost of such items purchased during the previous fiscal year were \$10,000 using Federal funds.

Violations shall be reported to USDOT/FTA and to the United States Environmental Protection Agency Assistant Administrator for Enforcement.

13. Prohibition Against the Use of Federal Funds for Lobbying: The Contractor, in compliance with 49 CFR Parts 19 and 20, hereby assures and certifies that for any Contracts over \$100,000: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person, to influence or attempt 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 awarding any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. (2). If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or grant, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3.) The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly. This assurance is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the assurance and certification is a prerequisite for making or entering into this transaction, as imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 expenditure or failure.

14. Assignment of Contract by City: At any time during the continuance of the agreement, the City shall have the right to sell, assign and transfer the contract or all or part of the specified deliverables under the contract both the base and/or the option quantities with all its right, title, and interest therein, to any person, firm, or corporation, and the assignee thereof shall acquire all the rights granted to the City and shall be subject to any obligations that the City may have under the contract and any rights and restrictions the City may have under the license(s).

15. Sensitive Security Information. Contractor must protect, and take measures to ensure that its subcontractors at each tier protect “sensitive security information” made available during the administration of this contract or any subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, “Protection of Sensitive Security Information,” 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, “Protection of Sensitive Security Information,” 49 CFR Part 1520.

16. Seat Belt Use. In compliance with Federal Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 24 U.S.C. Section 402 note, FTA encourages 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 any third party subcontracts, involving the projects.

17. Distracted Driving, Including Text Messaging While Driving. In accordance with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Recipient is encouraged to comply with the terms of the following Special Provision:

(1) Definitions. As used in this Special Provision:

- (a) “Driving” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. “Driving” does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (b) “Text Messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(2) Safety. The Recipient is encouraged to:

- (a) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
- (b) Recipient-owned or Recipient-rented vehicles or Government-owned, leased or rented vehicles;
- (c) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
- (d) Any vehicle, on or off duty, and using an employer supplied electronic device.

(3) Recipient Size. The Recipient is encouraged to conduct workplace safety initiatives in a manner commensurate with the Recipient’s size, such as:

- (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(4) Extension of Provision. The Recipient is encouraged to include this Special Provision in its subagreements with its subrecipients, its leases, and its third party contracts, and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each

subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

18. National Intelligent Transportation Systems Architecture and Standards.

To the extent applicable, Contractor agrees to conform, and to assure its subcontractors' conformity, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001 and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

19. Breaches and Dispute Resolution

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Transit General Manager. This decision shall be final and conclusive unless within ten (10) calendar days from date of receipt of its copy, the Selected Contractor mails or otherwise furnishes a written appeal to the City of Madison Finance Director. At a minimum, the challenge shall include the name and address of the Selected Contractor; the telephone and FAX numbers of the Selected Contractor; the action which is the subject of the dispute; the reason for the dispute; and a statement of the remedy sought. The letter should include all information available to the Selected Contractor relevant to the appeal. The challenge should be specific. A dispute will not be considered by the City Comptroller if it is insufficiently supported or if it is not received within the specified time limits. The decision of the City Comptroller shall be binding upon the Selected Contractor and the Selected Contractor shall abide by the decision. In the letter outlining the decision, the City Comptroller shall respond to each material issue raised in the appeal. This section is an administrative dispute resolution mechanism. It is not intended to deprive either party of its rights or remedies under Section 20 Choice of Law and Forum Selection of the Contract for Purchase of Services.

Unless otherwise directed by the City, the Selected Contractor shall continue performance under this Contract while matters in dispute are being resolved.

20. Termination

Termination for Default – The City may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies and/or work including, but not limited to buses and articles, parts and any other components provided for under this contract, or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 (ten) calendar days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.

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

If the Contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the City may deem appropriate, including all articles supplies or services similar to those so terminated. The Contractor shall be liable to the City for any excess costs for such similar buses including all articles, supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the buses including all articles, supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery or performance schedule.

Payment for completed work and buses including all articles delivered to and accepted by the City shall be at the Contract price. The City may withhold from amounts otherwise due the Contractor for such completed work and buses including all articles such sum as the City determines to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this

clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Termination for Convenience - The performance of work under this Contract may be terminated at any time upon seven (7)-calendar days written notice to the Contractor, by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the City, the Contractor shall: stop work under the Contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the City in the manner, at the times, and to the extent directed by the City, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the City, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the City and deliver in the manner, at the times, and to the extent, if any, directed by the City the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the City; use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the City, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the City, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the City to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the City may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the City may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the City has or may acquire an interest.

The Contractor shall promptly submit its claim for payment to the City to be paid to the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in 48 C.F.R. Part 31.2 except that wherever the word "Government" appears it shall be deleted and the word "the City" shall be substituted in lieu thereof.

21. Charter Bus and School Bus Requirements

a. **Charter Service Operations:** The City agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that Recipients of FTA funding and subcontractors 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.

b. **School Bus Operations:** The City agrees to comply with 49 U.S.C. 5323(f) and 49 CFR Part 605, which provides that Recipients of FTA funding and subcontractors of FTA assistance may not engage in school bus operations exclusively for the transportation of student 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 subcontractors may not use federally funded equipment, vehicle, or facilities.

22. Privacy Act:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal

penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

23. Drug Use and Testing and Alcohol Misuse and Testing:

The Contractor hereby assures and certifies that it will comply with all requirements of 49 CFR Part 655; FTA regulations, "Prevention of Alcohol and Prohibited Drug Use in Transit Operations," to the extent applicable.

Monthly Paratransit Performance December 2019

Operations	December 2018	December 2019	YTD December 2018	YTD December 2019
Total Trips	8,857	9,305	154,930	113,325
Rides Cancelled	3,186	3,119	41,343	32,570
Cancellation rate	36.0%	33.5%	26.7%	28.7%
No Shows	369	109	5,054	3,741
No Shows per Rides Provided	4.2%	1.2%	3.3%	3.3%
Clients Provided Service	662	689	1,591	1,184
Average Trips per Client	13	14	97	96
Percent Subscription Trips	51%	46%	64%	50%

Provider Performance YTD	Abby Vans	Badger Bus	Transit Solutions	Total Paratransit
Ambulatory Trips	25,472	45,214	11,999	82,685
Non-Ambulatory Trips	710	25,517	4,413	30,640
Total Trips	26,182	70,731	16,412	113,325
Percentage of Total Trips	23%	62%	14%	100%

Customer Service YTD	Abby Vans	Badger Bus	Transit Solutions	Total Paratransit
Total Trips	26,182	70,731	16,412	113,325
Customer Compliments	2	8	1	11
Customer Suggestions	0	4	2	6
Customer Complaints	140	200	123	463
Complaints per 1000 Trips - 2018	2.55	2.69	4.17	3.21
Complaints per 1000 Trips - 2019	5.35	2.83	7.49	4.09
Late Service Reports	19	11	11	41
Late Service Reports per 1000 Trips - 2018	1.24	0.67	1.21	1.43
Late Service Reports per 1000 Trips - 2019	0.73	0.16	0.67	0.36

On-Time Performance	Abby Vans	Badger Bus	Transit Solutions
December 2019	99%	99%	93%
YTD - 2018	94%	98%	89%
YTD - 2019	96%	99%	90%

ADA Eligible Clients	Ambulatory	Non- Ambulatory	Total Enrollment
Total Clients for Reported Month	1,233	449	1,682

Client Activity	1 to 19 Trips	20 to 39 Trips	40 Trips or More
Clients with Trips for Reported Month	407	126	44

Monthly Paratransit Performance

December 2020

Operations	December 2019	December 2020	YTD December 2019	YTD December 2020
Total Trips	9,305	3,713	113,325	56,487
Rides Cancelled	3,119	806	32,570	15,498
Cancellation rate	33.5%	21.7%	28.7%	27.4%
No Shows	109	29	3,741	695
No Shows per Rides Provided	1.2%	0.8%	3.3%	1.2%
Clients Provided Service	689	341	1,184	960
Average Trips per Client	14	11	96	59
Percent Subscription Trips	46%	37%	50%	43%

Provider Performance YTD	Abby Vans	Badger Bus	Transit Solutions	Total Paratransit
Ambulatory Trips	6,623	30,442	6,135	43,200
Non-Ambulatory Trips	313	11,840	1,134	13,287
Total Trips	6,936	42,282	7,269	56,487
Percentage of Total Trips	12%	75%	13%	100%

Customer Service YTD	Abby Vans	Badger Bus	Transit Solutions	Total Paratransit
Total Trips	6,936	42,282	7,269	56,487
Customer Compliments	0	3	0	3
Customer Suggestions	0	1	0	1
Customer Complaints	56	92	51	199
Complaints per 1000 Trips - 2019	5.35	2.83	7.49	4.09
Complaints per 1000 Trips - 2020	8.07	2.18	7.02	3.52

On-Time Performance	Abby Vans	Badger Bus	Transit Solutions	Total Paratransit
December 2020	NA	99%	97%	99%
YTD - 2019	96%	99%	90%	97%
YTD - 2020	98%	99%	95%	98%

Operations			YTD	YTD
	December 2020	December 2021	December 2020	December 2021
Total Trips	3,713	6,060	56,487	62,894
Rides Cancelled	806	930	15,498	8,158
Cancellation rate	21.7%	12.9%	27.4%	11.2%
No Shows	29	92	695	720
No Shows per Rides Provided	0.8%	1.5%	1.2%	1.1%
Clients Provided Service	341	494	960	867
Average Trips per Client	11	12	59	73
Percent Subscription Trips	37%	43%	43%	45%

Provider Performance YTD	Transit		Total
	Badger Bus	Solutions	Paratransit
Ambulatory Trips	41,846	8,739	50,585
Non-Ambulatory Trips	10,071	2,238	12,309
Total Trips	51,917	10,977	62,894
Percentage of Total Trips	83%	17%	100%

Customer Service YTD			Transit	Total
	Badger Bus	Solutions	Paratransit	
Total Trips	51,917	10,977	62,894	
Customer Compliments	4	2	6	
Customer Suggestions	1	0	1	
Customer Complaints	137	88	225	
Complaints per 1000 Trips - 2020	2.18	7.02	*3.52	
Complaints per 1000 Trips - 2021	2.64	8.02	3.58	
Late Service Reports	1221	624	1845	
Late Service Reports per 1000 Trips - 2020	13.50	53.38	19.35	
Late Service Reports per 1000 Trips - 2021	23.52	56.85	29.34	

On-Time Performance	Transit	
	Badger Bus	Solutions
December 2021	98%	93%
YTD - 2020	99%	95%
YTD - 2021	98%	95%

ADA Eligible Clients			Total
	Ambulatory	Non-Ambulatory	Enrollment
Total Clients for Reported Month	1,401	481	1,882

Client Activity	2018		
	1 to 19 Trips	20 to 39 Trips	40 Trips or More
Clients with Trips for Reported Month	201	67	15

* Total Para Complaints per 1000 Trips - 2020 includes Abby Vans

Metro ADA Paratransit Performance Indicators

Operations	May 2021	May 2022	YTD May 2021	YTD May 2022
Total Trips	4,851	7,007	21,615	33,158
Rides Cancelled	1,064	983	4,426	5,032
Cancellation rate	21.9%	12.6%	20.5%	13.2%
No Shows	49	79	191	396
No Shows per Rides Provided	1.0%	1.1%	0.9%	1.2%
Clients Provided Service	417	519	591	727
Average Trips per Client	12	14	37	46
Percent Subscription Trips	56%	48%	45%	49%

Provider Performance YTD	Badger Bus	Transit Solutions	Total Paratransit
Ambulatory Trips	23,009	3,296	26,305
Non-Ambulatory Trips	5,951	902	6,853
Total Trips	28,960	4,198	33,158
Percentage of Total Trips	87%	13%	100%

Customer Service YTD	Badger Bus	Transit Solutions	Total Paratransit
Total Trips	28,960	4,198	33,158
Customer Compliments	2	1	3
Customer Suggestions	0	0	0
Customer Complaints	46	48	94
Complaints per 1000 Trips - 2021	0.82	1.52	0.93
Complaints per 1000 Trips - 2022	1.59	11.43	2.83
Late Service Reports	749	375	1124
Late Service Reports per 1000 Trips - 2021	42.85	25.49	40.20
Late Service Reports per 1000 Trips - 2022	25.86	89.33	33.90

On-Time Performance	Badger Bus	Transit Solutions
May 2022	98%	89%
YTD - 2021	98%	98%
YTD - 2022	97%	91%

ADA Eligible Clients	Ambulatory	Non- Ambulatory	Total Enrollment
Total Clients for Reported Month	894	305	1,199

Client Activity	1 to 19 Trips	20 to 39 Trips	40 Trips or More
Clients with Trips for Reported Month	192	59	28

Metro Paratransit Ridership - cancels excluded

Date	10/10/2021	10/11/2021	10/12/2021	10/13/2021	10/14/2021	10/15/2021	10/16/2021
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5am	0	4	2	4	1	5	4
6am	1	9	6	9	6	7	7
7am	4	20	18	20	18	24	12
8am	6	21	27	19	21	16	12
9am	8	16	13	28	20	21	13
10am	8	20	16	18	16	15	15
11am	8	28	24	24	30	24	10
12pm	13	26	25	36	33	31	11
1pm	3	21	19	19	15	16	10
2pm	7	22	19	25	24	20	11
3pm	5	27	19	30	20	24	7
4pm	4	19	14	16	12	14	7
5pm	4	8	12	9	11	6	6
6pm	1	2	4	5	4	6	5
7pm	1	4	3	5	4	5	4
8pm	2	2	2	4	3	2	0
9pm	1	3	2	1	2	2	0
10pm	2	1	1	2	1	1	6
11pm	0	1	1	1	1	2	2

Metro Paratransit Ridership - cancels excluded

Date	3/6/2022	3/7/2022	3/8/2022	3/9/2022	3/10/2022	3/11/2022	3/12/2022
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5am	0	7	4	8	4	6	0
6am	2	8	6	11	6	12	2
7am	8	18	26	13	19	18	7
8am	4	21	24	23	24	20	5
9am	10	23	34	27	25	20	8
10am	9	20	19	24	23	27	13
11am	12	23	34	32	29	38	6
12pm	11	19	29	28	25	27	11
1pm	6	15	18	22	21	19	8
2pm	4	29	23	26	26	22	9
3pm	9	25	27	38	31	37	9
4pm	1	18	17	19	16	17	4
5pm	4	7	11	14	16	13	7
6pm	5	2	5	2	7	0	7
7pm	3	6	2	5	4	6	2
8pm	3	5	3	6	4	2	3
9pm	2	4	0	2	3	3	1
10pm	1	1	1	2	0	1	0
11pm	1	1	1	1	1	2	0

Metro Paratransit Ridership - cancels excluded

Date	7/10/2022	7/11/2022	7/12/2022	7/13/2022	7/14/2022	7/15/2022	7/16/2022
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5am	0	8	4	7	3	6	0
6am	1	8	11	14	13	8	5
7am	9	17	22	20	19	26	5
8am	5	13	23	26	24	20	8
9am	12	25	23	22	25	18	20
10am	13	19	18	24	20	20	21
11am	13	29	25	30	29	39	14
12pm	9	24	38	32	36	24	26
1pm	7	14	14	15	22	18	12
2pm	9	18	32	27	24	20	10
3pm	5	33	25	42	29	36	19
4pm	5	14	14	19	12	14	3
5pm	7	19	18	15	15	14	7
6pm	2	2	1	7	3	6	7
7pm	2	8	5	5	1	7	4
8pm	0	1	3	6	2	2	1
9pm	2	3	2	2	4	5	2
10pm	1	0	0	0	2	2	2
11pm	1	0	1	2	1	0	1

RUN List

The RUN List is a schedule template for assigning rides for the next day's schedule. Based on actual trip demand, RUNs may be shortened or lengthened. Contractor should expect daily variances, cancellations, add-ons, and no-shows to the RUN List and anticipate 10% to 20% fewer hours than listed.

Weekdays

Run Number Start Time End Time Scheduled Hours

RUN Number	Start Time	End Time	Scheduled Hours
101	5:30	13:30	8
102	5:30	13:30	8
103	5:30	13:30	8
104	5:30	13:30	8
105	5:30	13:30	8
106	5:30	13:30	8
107	6:30	14:30	8
108	7:00	15:00	8
109	7:00	15:00	8
110	7:00	15:00	8
111	7:00	15:00	8
112	8:00	16:00	8
113	8:00	16:00	8
114	8:00	16:00	8
115	8:00	16:00	8
116	8:30	16:30	8
117	12:00	20:00	8
118	13:00	21:00	8
119	14:00	21:00	8
120	15:00	23:59	9
121	15:00	23:59	9

*Does not operate when UW is out of session

Saturdays

RUN Number	Start Time	End Time	Scheduled Hours
101	6:00	14:00	8
102	6:00	14:00	8
103	6:00	14:00	8
104	7:00	15:00	8
105	7:00	15:00	8
106	8:00	16:00	8
107	8:00	17:00	8
108	9:00	16:00	8
109	10:00	18:00	8
110	10:00	18:00	8
111	13:00	21:00	8
112	15:00	23:59	9
113	15:00	23:59	9

Sundays

RUN Number	Start Time	End Time	Scheduled Hours
101	6:00	14:00	8
102	6:00	14:00	8
103	6:00	14:00	8
104	8:00	16:00	8
105	8:00	16:00	8
106	8:00	16:00	8
107	8:00	16:00	8
108	9:00	17:00	8
109	9:00	17:00	8
110	12:00	20:00	8
111	15:00	23:00	8
112	15:00	23:00	8

Holidays

Holiday	Estimated Scheduled Hours
New Years Day	44
MLK Day	79
Memorial Day	68
4 th of July	53
Labor Day	51
Thanksgiving	50
Day After Thanksgiving	83
Christmas	35

*Data for Juneteenth (June 19) has not been established.

Exhibit D: Metro Paratransit Monthly Statistics Report

Contractor Name: _____ Month: _____

Vehicle Breakdowns: Report vehicle breakdowns that occur while transporting Metro Paratransit participants. Report breakdowns only if the vehicle was not able to complete its trip.

Number of Major Breakdowns while in service	Number of Other Breakdowns while in service
<i>Vehicle is disabled because of issues related to powertrain, cooling system, brakes, axles, suspension, etc.</i>	<i>Vehicle may not be disabled but is replaced because of issues with heater, A/C, lights, radio, etc.</i>
0	0

Fuel Usage: Report fuel used for transporting Metro Paratransit participants only.

Type of Fuel	Number of Gallons
Gasoline	
Diesel	
LPG	
CNG	
Other (describe)	

Safety Performance Measures: Report the number of fatalities, injuries, and safety events that occurred.

Date	Fatalities*	Injuries*	Safety Events*

COVID: Report the number of employees and instances of COVID.

	Employee Count	COVID Positives	COVID Fatalities	COVID Recoveries
Operators	21	0	0	0
Other Frontline	0	0	0	0
All others	8	0	0	0

Return the completed form, by the 10th of the following month, to:

Ron Ploessl
Metro Transit
1245 E Washington Ave, Suite 201
Madison, WI 53703
rploessl@cityofmadison.com

*** Safety Events include: Any fatality, injury, or safety event.**

Fatality as a result of traveling on the vehicle and/ or within 30 days as a result of riding in the vehicle.

Injury that requires immediate medical attention away from the scene. Report each person that sustains such injury.

A safety event such as a collision, fire, hazardous material spill, acts of God, evacuation or other Safety Events (events that do not fall into any of the other categories). A hazardous material spill is the release of any amount of material that creates an imminent danger to life, health, or the environment and requires special attention be given to clean up the material. Do not include spills of insufficient quantity to present an imminent danger.

Exhibit E: Metro Paratransit Annual Statistics Report

Due annually by January 31.

Contractor Name: _____ Year: _____

Employees

Total number of employees assigned to this project at year end: _____

Percentage of invoiced costs applied to salaries and benefits*: _____

**percentages are aggregated by Metro for reporting purposes.*

Vehicles

Annual maximum number of vehicles under contract: _____

Number of months operated (12 or less): _____

Depreciation costs on vehicles for this project:

Actual costs of total invoiced amounts for the calendar year: _____

Or,

Percentage of total invoiced amounts for the calendar year: _____

Return the completed form, by January 31 of the following year, to:

Ron Ploessl
Metro Transit
1245 E Washington Ave, Suite 201
Madison, WI 53703
rploessl@cityofmadison.com