

REQUEST FOR PROPOSAL COVER SHEET

Shared-Ride Taxi Service City of Lake Mills, WI

SOLICITATION NUMBER (must be included on all proposal documents that are submitted)	LM 7-23
THIS SOLICITATION CLOSSES ON	October 4, 2023

Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.

SUBMIT PROPOSALS/OFFERS TO	City of Lake Mills City Clerk/Shared-Ride Taxi Service RFP 200D Water St Lake Mills, WI 53551
FOR INFORMATION ON THIS PROCUREMENT, CONTACT	Melissa Quest 920-648-2344 mquest@ci.lake-mills.wi.us
ITEMS OR SERVICES TO BE PURCHASED	Service shall be provided within the City of Lake Mills and within a 2 mile radius of the Municipality.

SIGNIFICANT EVENTS/DATES

ISSUE DATE	August 24, 2023
PRE-PROPOSAL CONFERENCE (OPTIONAL)	Not Applicable
LAST DAY TO SUBMIT QUESTIONS	September 14, 2023
PROPOSAL CLOSING DATE	October 4, 2023
EVALUATIONS BEGIN	November 1, 2023
EVALUATIONS COMPLETED	November 15, 2023
ESTIMATED CONTRACT AWARD DATE	December 10, 2023
ESTIMATED CONTRACT START DATE	January 1, 2024

There will not be a public opening for this RFP

REQUEST FOR PROPOSALS
TO PROVIDE SHARED-RIDE TAXI SERVICES

**In The City of Lake Mills and Two Mile
Radius of City Limits**

Issued By City of Lake Mills, WI

Date Issued 08/24/2023

**Proposals must be submitted no later 10/04/2023, at 5:00pm
than**

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

SUBMITTING THE PROPOSAL

Offerors must submit proposals via the following method(s):

<p>One original (identified as such) paper copy by mail</p> <p>City of Lake Mills City Clerk/Shared-Ride Taxi Service RFP 200D Water Street Lake Mills, WI 53551</p>	<p>Identify the outside of the proposal as “RFP Shared Ride Taxi.” Include the pricing proposal in a separate sealed envelope identified as “Pricing Proposal.” Include the pricing proposals</p>
<p>One copy via on (CD or USB) by mail</p> <p>City of Lake Mills City Clerk/Shared-Ride Taxi Service RFP 200D Water Street Lake Mills, WI 53551</p>	
<p>One electronic copy delivered though email</p> <p>mquest@ci.lake-mills.wi.us</p>	<p>If a Vendor is submitting their Proposal through email, the submittal must include all required documentation organized and named as detailed in this RFP.</p>

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DEFINITIONS

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

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

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

1.0 GENERAL INFORMATION

1.1 General Description

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

1. Scheduled service is normally seven days a week with specific daily hours identified in this solicitation. The service is available to disabled individuals with the contractor responsible for assisting such passengers into and out of the accessible vehicle.
2. Some vehicles and radio equipment may be available through a lease arrangement.
3. Vendor Must maintain and operate a dispatch system with all vehicles equipped with communication devices to communicate with users and drivers.
4. Vendor must keep logs and service records for vehicle maintenance.
5. Vendor must keep records of each trip.
6. Vendor must keep driver training and screening information.

1.2 Contract Term

One (1) contract will be awarded. The Contract which will cover the period January 1, 2024 through December 31, 2025 **(2-Year Base Contract)**. The contract will contain **three (1) year renewal options**.

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

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

1.3 Number of Contracts

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

1.4 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number **LM 7-23** and be directed to the agency Procurement Manager: **Melissa Quest, at mquest@ci.lake-mills.wi.us or at 920-648-2344.**

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

1.5 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$57,390) fund this contract, in whole or in part (Section 5311). **Applicable Federal clauses are set forth in Appendix I of the solicitation.**

1.6 Contractor Selection

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

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

3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
4. *Price* - The competitiveness of the Vendor's prices.

1.7 Contract Term Price Options

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

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

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

1.8 Contract Modifications

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

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

1.9 Completeness and Validity of Offers

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

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

1.10 Correspondence Related to the Solicitation

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

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

1.11 Reasonable Accommodations

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

2.0 PRE-PROPOSAL CONFERENCE

The City of Lake Mills will not be hosting a pre-proposal conference.

3.0 PROPOSAL SCHEDULE

The City of Lake Mills intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

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

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

Date	Event
8/24/23	Issue Request for Proposals (RFP)
9/14/23	Due date for submitting questions
9/21/23	Issue written response to questions - <i>Estimated</i>
10/4/23	Due date for submitting Proposals - Late submissions will not be accepted

Date	Event
11/1/23	Proposal Evaluation Starts - <i>Estimated</i>
11/30/23	Due date for submitting Best and Final Offers
12/1/23	Final approvals for award - <i>Estimated</i>
12/1/23	Notification of Intent to Award - <i>Estimated</i>
12/10/23	Issue "Notice to Proceed" - <i>Estimated</i>
1/1/24	Contract Start Date – <i>Estimated</i>

4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

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

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Vendors must respond to any questions and forms included throughout this RFP.
- B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating Proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For Proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.
- C. ***Proposals received after the due date and time will be considered late Proposals and will not be accepted.*** Reliance upon public carriers for delivery of Proposals is at the Offeror's risk. Proposals submitted via fax will not be accepted.
- D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.
- E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package.** The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

5.0 PROPOSAL FORMAT

5.1 Proposal Format

Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part V of this RFP (This requirement should match submission type – If the submission is electronic or hard copy)

- A. If hardcopy, proposal will be typewritten, using a 12-point font (which is the size used in this RFP) on a standard 8 1/2" x 11" page format, not to exceed 50 pages single sided, including exhibits, in a three-ring binder, and accompanied by a cover letter on the Vendor's letterhead. Vendors must organize their Proposals so that they address each of the elements stated below in this Part V, Paragraph B, in the same order as listed in therein.
- B. If electronic, each proposal should be in Microsoft Word, Adobe Acrobat, or equivalent format, using 12-point font and a standard 8 1/2" x 11" page format. Not to exceed 50 pages.
- C. In addition, one (1) electronic copy of the Offeror's proposal must be submitted on CD or USB media in a readily accepted format such as Word or Adobe Acrobat.

5.2 Cover Letter

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

6.0 CONTRACT DELIVERABLES

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

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing

provided in the Proposal. Failure to meet any minimal deliverables may result in the disqualification of the Proposal. In the event no Vendor is able to meet individual specifications, the agency reserves the right to continue the review of Proposals and to select the Proposal that most closely meets the specifications detailed in this RFP.

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

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

6.1 Minimum Qualifications

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

- A. Possess a fleet of at least **2** vehicles of model year **2010** or newer, and capable of carrying at least **5** passengers and any baggage, including at least **1** vehicles with no more than **150,000** miles.
- B. Maintain and operate an automated dispatch and control system at a centralized office location, staffed **12** hours a day, seven (7) days a week, with a dedicated radio communications system between the dispatch office and vehicle operators.
- C. At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.
- D. Possess database software that tracks ridership and revenue activity and provides reports for such data which can be used for current and historical data purposes.

6.2 General Contractor Requirements

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

- A. Financial capability to establish and maintain service during the contracting period.

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

6.3 Specific Service Requirements

The Contract which will cover the period January 1, 2024 through December 31, 2025 (2-Year Base Contract). This Contract contains three (3) 1-year renewal options, each beginning on January 1st.

- A. The Municipality has the option by mutual agreement of the Municipality and the Supplier, to renew for an additional three (3), one-year options following the initial Base Contract term. If the Municipality does not intend to pursue an optional renewal, the Contractor will be notified, in writing, by the Municipality 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).
- B. Contract options will be exercised through issuance of a contract amendment/modification citing the option renewal period. Also see paragraph 7.24 titled Continuation of Service.

6.4 Service Area

Service shall be provided within the City of Lake Mills and within a two mile radius of the Municipality.

6.5 Shared-Ride

The service will be provided on a shared-ride basis. This means that vehicles may be routed to pick-up or drop-off passengers enroute to merge with other passenger's origins or

destinations so as to allow a greater number of passengers to be serviced with available vehicles.

6.6 Service Standards

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

- A. The passenger pick-up window should be less than 30 minutes from the time set between the passenger and dispatch. The Municipality should be advised when there are problems meeting the passenger response time requirement.
- B. Drivers will assist in loading and unloading of elders or persons with disabilities, and shall / are not required to assist in carrying their parcels or personal effects between the vehicle and the entrance to the business or home.

6.7 Hours of Service - Table 1

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

Monday	7:00	AM	to	7:00	PM
Tuesday	7:00	AM	to	7:00	PM
Wednesday	7:00	AM	to	7:00	PM
Thursday	7:00	AM	to	7:00	PM
Friday	7:00	AM	to	7:00	PM
Saturday	8:00	AM	to	2:00	PM
Sunday	7:00	AM	to	12:30	PM

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

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

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

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
--	-----	------	-----	-------	-----	-----	-----

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

6.9 Weekly Estimated Total Hours

A. The "total weekly-scheduled vehicle / driver hours" is **71.5 hours**. Hours are derived and based upon the data provided in Table 1 and Table 2 showing the anticipated needs of the service area at the time of this solicitation.

- B. The total weekly schedule does not account for holidays or special events that could vary hours in these occurrences. The Contractor, with approval by the city, or the city in consultation with the Contractor may vary service hours as necessary to meet varying service needs or annual budgetary constraints. It should be anticipated that any changes should remain reasonably relative to the original estimated scope of hours originally outlined in this RFP.

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

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

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

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

- A. All fare levels are set and governed by the Municipality. In the event that the Contractor becomes aware of riders who are under other service programs that offer or present a different fare rate structure, the Municipality shall be immediately notified.

- B. The Contractor will not act upon or improvise the existing contract Fare Rate Structure unless the Municipality expresses in writing other rates to be acceptable to use.

- C. The Municipality shall work with the provider and/or contractor to honor all tickets for fares sold. If tickets for fares are being sold, they must be tracked. All revenues collected shall be reported on invoices coinciding within the period they were collected.

6.11 Available Vehicles

- A. The Contractor shall provide the suitable types of vehicles to perform the required services. The shared-ride taxi service requires a "minimum" of 1 vehicle to be provided for service in accordance with Table 2, above.
- B. The "minimum" vehicle requirement for the Contractor may be reduced by the number of vehicles provided by the Municipality as follows:
 - a. The Municipality has 0 vans and 1 accessible vehicles (with a wheelchair accessible ramp or lift) which may be leased to the Contractor at the rate of \$1 per vehicle per year.
- C. Any changes during the contract period involving the minimum number of vehicles required to be provided by the Contractor, or changes to the number of vehicles a Municipality provides may be subject to a negotiated change in the hourly rate of service.

6.12 Reservation Services/Radio Communications/Radio Equipment

- A. The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or up to 24 hours in advance. All radio communications must be compliant with FCC "narrow banding" requirements.
- B. The Contractor must provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system must be compliant with the ADA regulations. The Contractor must also make available to the city and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.
- C. The Municipality does **not** have mobile radios or a base station to be used for the contracted service. See section 7.13 Maintenance of Leased Equipment of leased equipment will be addressed in a separate equipment lease agreement.
- D. The Municipality cannot provide the necessary communication equipment, therefore the Contractor is responsible for providing the suitable types of equipment to perform the required communication services of this solicitation.

6.13 Maintenance of Leased Equipment

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

Melissa Quest, City of Lake Mills City Clerk

920-648-2344

mquest@ci.lake-mills.wi.us

- B. **Maintenance of Vehicles** - The Contractor is responsible for the proper maintenance of vehicles and equipment in accordance with a WisDOT-approved maintenance plan that at a minimum meets the manufacturer's recommended maintenance schedule and accepted practices of the transportation industry. The Contractor will be responsible for notifying the Municipality of any accidents or damages for Municipality-leased vehicles within 36 hours of the incident. All Municipality owned vehicles are subject to inspections by the Municipality upon request.
- C. **Communications Equipment** - Should any of the leased communications equipment become un-repairable, the Contractor shall inform the Municipality within 24 hours to insure proper procedures are followed.

6.14 Contracted Personnel - Selection and Training

- A. Personnel providing required services must be employees of the Contractor. The Contractor shall be responsible for their hiring and training. The Municipality reserves the right to review driver qualifications and performance, and to accept or reject individuals as drivers for this service at any time.
- B. The Contractor shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.

- C. The Municipality and the Wisconsin Department of Transportation shall have access to the Contractor’s personnel records upon reasonable notice to the Contractor.
- D. The Contractor shall comply with all the rules and regulations of the U.S. Department of Transportation regarding Drug and Alcohol Testing as required by 49 CFR, Parts 40 and 655, as amended. A compliant drug and alcohol-testing program must be in place on the effective date of the contract. Drug and alcohol program requirements include but are not limited to a Drug and Alcohol Testing Policy, testing procedures, training documentation, and record keeping.
- E. Contractors shall ensure all hired personnel are trained for required safety and professional courtesy with all end users of this contract. This includes but is not limited to: how to properly operate lifts, avoiding unsafe pick-up and drop-off points, wheelchair brake functions, proper tie down and securing of wheel chair passengers; civil rights requirements (e.g., sensitivity training on interacting with persons with disabilities, serving limited English language customers), etc.

6.15 Insurance

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

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

- C. In addition to liability insurance, the Contractor shall carry physical damage insurance on the vehicles leased from the Municipality for an amount equal to the Fair Market Value of the vehicles. The Contractor shall also maintain and keep in full force and effect Workmen's Compensation Insurance in the amounts and form required by the Workmen's Compensation Insurance Act and insurance laws of the State of Wisconsin. The Contractor shall provide proof of insurances prior to the effective date of the contract.

6.16 Licensing

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

6.17 Collected Revenues

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

6.18 Basis of Payment

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

6.19 Record Requirements

The Contractor shall maintain the following records which will be available to the Municipality and the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall

be retained in a safe and secure place for a period of six (6) years after the end of the contract year.

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

- B. **Dispatcher Records** - Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:
 - a. The name, address and telephone of the user requesting service;
 - b. The passenger destination and the requested arrival time at the destination;
 - c. Identification number of the vehicle responding to the taxi request;
 - d. Estimated passenger pick-up time; and
 - e. Package delivery requests.

- C. **Monthly Reports** - The Contractor shall submit a monthly report to the Municipality which shall show the following information pertaining and relating to performing the required services:
 - a. Passenger trips;
 - b. Passenger revenue;
 - c. Package delivery revenue;
 - d. Total miles;
 - e. Gallons of gasoline purchased and
 - f. Driver hours (scheduled, worked, paid).

- D. **Quarterly and Annual Reports** - The Contractor shall prepare for the Municipality quarterly and annual reports required by the Wisconsin Department of Transportation. These reports include similar operating statistics as the monthly report.
- a. Reports should be from financial systems or system that records information from source documents.
 - b. Must contain the same information as the monthly reports or provide reconciliation (e.g. error correction)
- E. **Drug and Alcohol Testing Program Records** - The Contractor shall maintain up-to-date information and records documenting the drug and alcohol testing program. The information on these records shall be reported annually to the Federal Transit Administration (FTA) on the forms provided by the Wisconsin Department of Transportation.

6.20 Complaints

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

6.21 Promotion and Publicity

- A. The Contractor must be responsible for any promotion or publicity relative to the contract service. The Contractor shall expend funds for such promotion or publicity as approved by the Municipality.

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

6.22 Contract Award Document

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

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

- PART I – INDEX
- PARTS V - GENERAL PROPOSAL SUBMISSION REQUIREMENTS
- PART VI - SUBMISSION REQUIREMENTS
- PART VII – CONTRACT DELIVERABLES
- PART VIII – PROPOSAL CONTENT
- PART XI – CONTRACT CLAUSES
- PART XIII – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS
- APPENDIX A – PRICING PROPOSAL
- APPENDIX B - PROPOSAL SIGNATURE PAGE
- APPENDIX C - AFFIDAVIT OF NON-COLLUSION
- APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

- APPENDIX G - STANDARD TERMS AND CONDITIONS
- APPENDIX H - SUPPLEMENTAL TERMS AND CONDITIONS
- APPENDIX I – FEDERAL CLAUSES AND CERTIFICATIONS
- APPENDIX J – BID OPPORTUNITY LIST
- APPENDIX K – DRUG AND ALCOHOL TESTING
- APPENDIX L – Vehicle Inventory and Fleet Maintenance
- APPENDIX M – INSURANCE
- APPENDIX N – RECORD KEEPING

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

6.23 Contract Administration

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

Melissa Quest

City Clerk

mquest@ci.lake-mills.wi.us

920-648-2344

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

Melissa Quest

City Clerk

mquest@ci.lake-mills.wi.us

920-648-2344

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

Melissa Quest

City Clerk

mquest@ci.lake-mills.wi.us

920-648-2344

6.24 Continuation of Service (Option Years)

Option Year 3 HSR (Contract Year 5) = $\frac{\$25.55}{\text{hour}}$ (becomes final "base" price)

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

6.25 Assignment or Transfer

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

6.26 Termination of Agreement

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

6.27 End of Contract Transition

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

- A. Fully cooperate in ensuring an orderly transition of SRT services during the transition to a successor contractor.
- B. Extend the contract period on a month-to-month basis at the then current contract prices for a period not to exceed 90 days in order to allow the Municipality sufficient time to place a successor contract. Such extension shall only be authorized by the Procurement Administrator with prior approval from WisDOT and shall be evidenced by a bilateral (signed by both parties) contract modification for each 30-day extension, not to exceed a total of 90 days.

Prior to final contract expiration or termination, provide the Municipality with a complete and accurate inventory, including asset condition report, of assets leased from the Municipality which will be returned to the Municipality or may subsequently be leased by any successor contractor.

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

7.0 PROPOSAL CONTENT

Proposals must include the information listed below in the same order as listed below. With the exception of Section 8.6 Minimum Qualifications, each Offeror's response to these items will be evaluated in accordance with the criteria stated in Section 8 of this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal. Any additional information shall be included in the 50 page limit for the proposal.

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

7.1 Offeror Identification

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

7.2 Offeror's Legal Status

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

7.3 Chief Executive or Administrator of the Organization

Provide the name and contact information for this individual.

7.4 Offeror's Authorized Representative

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

7.5 Offeror's Business Function

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

7.6 Minimum Qualifications

The Minimum Qualifications located in Section 7 will be used to determine eligibility to continue to the evaluation phase of this procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

7.7 Service Background

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

7.8 Service History

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

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

7.9 References

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

7.10 Key Personnel

Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsize their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation.

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

7.11 Volunteer Staff

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

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

7.12 Paid Staff

Specifically discuss or describe:

- A. How many full-time employees are currently on staff;

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

7.13 Drug and Alcohol Testing

The successful Offeror shall:

- A. Comply with the following federal substance abuse regulations:
 - a. Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations".
 - b. U.S. DOT Regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Parts 40 and 655, as amended.
- C. Provide documentation necessary to establish its compliance with Part 49 CFR Parts 40 and 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 40 and 655 as amended and review the testing process.
- D. In addition to submitting documentation listed in "C" above, complete **Appendix K** Regarding Drug and Alcohol testing program

7.14 Training

The proposal must:

- A. Describe the driver training program to be used to ensure that the driver duties and responsibilities under any resultant contract remain in compliance with contract all requirements.
- B. Describe corporate policies on the personal use of communications equipment.

- C. Describe dispatcher training which will be provided to ensure contract compliance.
- D. Attach a copy of the corporate/contract training plan if one is available.

7.15 Financial Stability Documentation

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

7.16 Vehicle and Fleet Management Capabilities

- A. *Computer Equipment and Software.* Provide documentation to identify and describe the Offeror's computer equipment, including its functions and capabilities, and hardware and software which pertains to the services required in this RFP (e.g., transit software, scheduling, billing, payroll, etc.):
- B. Describe your present dispatching and vehicle control procedures including
 1. Number of Dispatchers during peak periods
 2. Hours of Call-Taking Operations (Saturday to Sunday)
 3. Number of Telephone Lines
 4. Number of one-way trips, exclusive of school trips, scheduled on an average weekday

7.17 Fleet Description

Submit a list all vehicles presently owned or operated by the Offeror which will be made available for the proposed contract ser-vices and specify if any will be replaced in each contract year. Use the following format for all listed vehicles using **APPENDIX L – Vehicle Inventory and Fleet Management**

7.18 Fleet Maintenance Program

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

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

7.19 Insurance Coverage

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

7.20 Record-Keeping

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

7.21 Fleet

Re-state the proposed size and composition of the fleet used to provide service for each year of the Contract, including the option years.

- Explain the rationale for the selected fleet in achieving the scheduled service requirements set forth in the Contract.
- State how the Offeror will ensure that these vehicles meet state and local safety standards.
- Detail how the Offeror plans to use and schedule its designated vehicles to provide service that meets the required scheduled service standards.

7.22 Operations and Reporting

- A. Describe the Offeror's plans to collect and account for revenue, and provide secure procedures for handling cash and credit card transactions.
- B. Describe the Offeror's means of communication between the vehicle drivers and the dispatchers to monitor operations. Elaborate on any Global Positioning System (or equivalent) that monitors the location of the Offeror's fleet.
- C. Describe the Offeror's plan for maintaining safe loading and unloading operations curbside.
- D. Describe the Offeror's procedures for reporting activity to the Municipality, including summaries of all trips, ridership, and revenue by day and on a cumulative monthly basis.
- E. Describe the Offeror's protocol for addressing customer complaints and reporting these complaints and any subsequent remedial action to the Municipality.

7.23 Pricing Proposal

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

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

Please sign and date Pricing proposal.

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

7.24 Bid Opportunity List - Bid Opportunity List

Each proposal must include a completed Bidders List (see Appendix J – Bid Opportunity List) which consists of all firms that are participating or attempting to participate, on DOT-assisted projects.

For every firm, the following information must be included: (1) Firm name, (2) Firm address, (3) Firm's status as a DBE or non-DBE, (4) The age of the firm, (5) The annual gross receipts of the firm. The list must include all sub-consultants contacting the proposer/offeror expressing an interest in participating in the proposal.

7.25 Federal Clauses for Federal Contracts – Appendix I

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

7.26 Additional Relevant Information

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

Areas may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualifications and experience of key project personnel, driver qualifications, drug and alcohol control program, financial stability, fleet management capability, vehicle maintenance capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested, etc.

8.0 EVALUATION AND AWARD PROCESS

8.1 Evaluation Committee

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

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

8.2 Preliminary Evaluation

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

8.3 Right to Reject Proposals

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

8.4 Scoring of Technical Proposals

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

The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror. Consensus scoring is intended to facilitate an open discussion among the evaluators as to the strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence, Capacity, and Experience*).

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

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

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

If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information already provided and disseminated for evaluators' consideration. The evaluation committee

may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT.

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

8.6 Final Evaluation

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

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

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

8.7 Evaluation Summary

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

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

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

Capacity (Maximum 25 points) - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment,

software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing or financing agreements, personnel (key personnel, dispatchers, drivers, etc), fleet size and description, and record-keeping ability.

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

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

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

C. RATING DESCRIPTIONS

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

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

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

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

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

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

Base Year 1 Hourly Service Rate (HSR)	=	\$24.00	
Base Year 2 Hourly Service Rate (HSR)	=	\$24.00	
HSR Option Year 1 (Contract Year 3)	=	\$24.00 x 1.01	= \$24.24
HSR Option Year 2 (Contract Year 4)	=	\$24.24 x 1.01	= \$24.48
HSR Option Year 3 (Contract Year 5)	=	\$24.48 x 1.01	= \$24.72
Total HSR for All Contract Years	=	\$121.44	
Average Contract HSR	=	\$24.29	

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

- Lowest total price (including option years) – 100% of 30 points
- Second lowest price (including options years) – 80% of 30 points
- Third lowest price (including option years) – 60% of 30 points

- Fourth lowest price (including option years) – 40% of 30 points
- Fifth lowest price (including option years) – 20% of 30 points
- Sixth and lower (including option years) – 10% of 30 points

SAMPLE SCORING SCENARIO (following consensus scoring)

OFFEROR A

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

OFFEROR B

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

8.8 Contract Award

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

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

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

This "short" list is determined after the Procurement Administrator has opened pricing Proposals and made a clear point demarcation between offerors who have made the "short" list and those who have not. Following negotiations, offerors would be required to submit a sealed "Best and Final Offer" (BAFO) which would reflect any modifications made to their Proposals as a result of the negotiations.

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

8.9 Notification of Intent to Award

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

8.10 Appeals Process

- A. Notices of an “intent to protest” and “protests” must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the *Transit Procurement Manager, 4822 Madison Yards Way, Sixth Floor South, Madison, WI 53705*
- B. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.
- C. Protests can be filed at any point through the solicitation process. However, a written notice of “intent to protest” must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.
- D. The complete written “protest” must be provided to the same addressees, (as provided above for the written “intent to protest”) within (10) working days after the Notice of Intent to Award is issued.
- E. The Procurement Administrator will issue a decision on the protest within 5 working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.
- F. If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

9.0 CONTRACT ADMINISTRATION INFORMATION

9.1 Contract Administrator

The authorized individual responsible for administering this contract after award is Melissa Quest, City of Lake Mills City Clerk, mquest@ci.lake-mills.wi.us, 920-648-2344.

9.2 Technical Administrator

The individual authorized to address any technical or specification issue, or other work or performance requirements under this contract is Melissa Quest, City of Lake Mills City Clerk, mquest@ci.lake-mills.wi.us, 920-648-2344.

(Note: This person is NOT authorized to make any changes to the contract but may request any necessary contract modifications from the person identified in 5.1, above).

9.3 Inspection Administrator

The individual and office designated to inspect and accept all contract deliveries and to certify that invoices are proper for payment is Melissa Quest, City of Lake Mills City Clerk, mquest@ci.lake-mills.wi.us, 920-648-2344

9.4 Contract Payment Administrator

The individual and office responsible for making contract payments is Melissa Quest, City of Lake Mills City Clerk, mquest@ci.lake-mills.wi.us, 920-648-2344

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

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

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

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

10.1 Force Majeure

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

10.2 Hold Harmless/Indemnification

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

10.3 Payment Terms

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

10.4 Contract Funding

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

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

10.5 Reference to Contract

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

10.6 Shipping

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

10.7 Assignment, Transfer and Subcontracting

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

10.8 Conformance with Contract

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

10.9 Federal Funding and Special Requirements

Federal grant monies (\$57,390 fund this contract, in whole or in part (Section 5311). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements.

This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract.

A list of the Federal clauses and certifications applicable to this procurement is included at Part III, Section J, and the full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>

11.0 PROPOSAL PROCEDURE AND INSTRUCTIONS

11.1 Solicitation Examination

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

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

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

11.2 Alteration of Solicitation Document

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

11.3 Interpretations or Representations

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

11.4 Satisfactory of Requirements

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

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

11.5 U.S. Funds

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

11.6 Proposal Prices

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

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

11.7 RFP Consideration of All Inherent Costs

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

11.8 RFP Fixed Pricing

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

11.9 EXTENSION OF PROPOSAL PRICES

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

11.10 Vendor Questions and Clarifications

Any questions, exceptions, or additions concerning this RFP must be submitted in writing on or before September, 14, 2023 to: Melissa Quest, City of Lake Mills City Clerk, mquest@ci.lake-mills.wi.us, 920-648-2344.

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the Question Due Date specified in section 4.0. Questions must be submitted to the Procurement Manager.

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

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

11.11 RFP Clarifications

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify City Clerk Melissa Quest at mquest@ci.lake-mills.wi.us via e-mail **NO PHONE CALLS.**

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

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

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

11.12 SOLICITATION AMENDMENTS

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

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

11.13 LATE PROPOSALS AND PROPOSALS

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

11.14 Method of Proposal

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

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

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

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

11.15 Multiple Proposals

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

11.16 Incurring Costs

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

11.17 Withdrawal of PROPOSALS

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

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

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

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

12.1 Debarment

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

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

12.2 Registration and Licenses

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

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

12.3 Warranties

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

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

12.4 Disadvantage Business Enterprise (DBE)

The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT has established a 1.85% transit DBE goal for FFY 2020-2022. A separate contract specific goal has not been established for this procurement.

- A. Proposers that have DBE firms participating on this contract should provide the following information:
 - a. The names and address of DBE that will participate in this contract.
 - b. A description of the work each DBE will perform.
 - c. The dollar amount of the participation of each DBE firm participating.
 - d. Written and signed documentation of the Proposer/offeror's commitment to use a DBE subcontractor.

- e. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
- f. If the contract goal is not met, evidence of good faith efforts.
- g. The successful contractor will be required to report its DBE participation obtained throughout the period of performance.
- h. More information on required DBE documentation is available in Federal Clauses.

13.0 PROPOSAL SUBMISSION

13.1 RFP General Instructions

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

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

13.2 RFP Proposal Submittal

Refer to Section 4 and Section 13.5.

13.3 Email Submittal(s)

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

Email Bid submissions must be submitted to: mquest@ci.lake-mills.wi.us

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

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

13.4 RFP Pricing Proposal Submission

Refer to Section 4 and Section 13.5.

13.5 RFP Proposal Organization and Format

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

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

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

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

- A. Proposer's organization information:
 - a. Name and title of Proposer representative;
 - b. Name and address of company;
 - c. Telephone number, fax number, and email address.
- B. A signed and completed Proposal Signature Page – Appendix B
- C. A confirmation that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements; and
- D. A confirmation of Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect; and
- E. A statement acknowledging the Proposal conforms to all requirements of the Agency including procurement rules and procedures articulated in this RFP; and

F. Failure to provide the following forms/responses with your proposal submittal may disqualify your bid:

- APPENDIX B – SIGNATURE PAGE
- APPENDIX C - AFFIDAVIT OF NON-COLLUSION
- APPENDIX D – PROPOSER INFORMATION
- APPENDIX E – REFERENCES
- APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
- APPENDIX I - FEDERAL CLAUSES FOR FEDERAL CONTRACTS
- APPENDIX J – BID OPPORTUNITY LIST
- APPENDIX L – VEHICLE INVENTORY AND FLEET MAINTENANCE
- APPENDIX M – INSURANCE
- APPENDIX N - RECORD KEEPING

Contract Deliverables Provide the information and documentation specified in Section 7 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Proposal Content Provide the information and documentation specified in Section 8 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Appendix G – STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016)) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)) The attachment provided with the RFP represents the Contract terms and conditions which the Agency expects to execute with each successful Proposer(s). The Proposer must respond to the provisions contained in this document according to the instructions provided.

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

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

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

13.6 RFP Presentations and Demonstrations

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

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

13.7 Late Proposals, Proposal Modifications, or Proposal Withdrawals

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

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

- A. A late modification of an otherwise successful Proposal, that makes its terms more favorable to the agency, may be considered at any time it is received and may be accepted.
- B. Proposals may be withdrawn by written notice received at any time before the exact time set for receipt of PROPOSALS. A Proposal may be withdrawn in person by a Proposer or its authorized representative if, before the exact time set for receipt of PROPOSALS, the identity of the person requesting withdrawal is established and the person signs a receipt for the Proposal.
- C. Proposals that arrive unpackaged or unsealed shall not be accepted.

13.8 Authorized Signature

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

13.9 Descriptive Literature

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

13.10 RFP Complete Responses

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

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

13.11 Vendor References

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

14.0 SELECTION AND AWARD PROCESS

14.1 Preliminary Review and Acceptance of Proposal

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

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

14.2 RFP Evaluation Committee

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

14.3 RFP Accepted Proposals

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

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

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

14.4 RFP Award and Final Offers

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

14.5 CONTRACT AWARD

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

- A. The Agency may—
 - a. Reject any or all PROPOSALS;
 - b. Accept other than the lowest Proposal; and

- c. Waive informalities or minor irregularities in PROPOSALS received.

- B. The Agency may accept any item or group of items of a Proposal, unless the Proposer qualifies the Proposal by specific limitations. Unless otherwise provided in the Schedule, PROPOSALS may be submitted for quantities less than those specified. The Agency reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Proposer specifies otherwise in the Proposal.
- C. A written award or acceptance of a Proposal mailed or otherwise furnished to the successful Proposer within the time for acceptance specified in the Proposal shall result in a binding contract without further action by either party.
- D. The Agency may reject a Proposal as nonresponsive if the prices Proposal are materially unbalanced between line items or subline items. A Proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Proposal will result in the lowest overall cost to the Agency even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

APPENDIX B

Proposal Signature Page

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

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

Name of Authorized Company
Representative

Title

Phone

--	--	--

Signature of Above

Date

Email

--	--	--

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

Solicitation Number

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

- 1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);

- 2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

- 3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and

- 4. I certify that the statements in this affidavit are true and accurate.

Name of Authorized Company Representative	Title	Phone
Signature of Above	Date	Email
Signed Notary Public	My Commission Expires	

APPENDIX D

PROPOSER INFORMATION

Proposing Company/Org. Name				
FEIN		UEI		
Phone				
Email				
Address				
City		State		Zip + 4

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

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

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

APPENDIX E

REFERENCES

Vendor:

--

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

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

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

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

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

APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page Number	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

APPENDIX G

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

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

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

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

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

A good faith dispute creates an exception to prompt payment.

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

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

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

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX H

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

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

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

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

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

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

5.0 EMPLOYMENT: The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

6.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.

7.0 RECORDKEEPING AND RECORD RETENTION: The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

8.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

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

APPENDIX K

Drug and Alcohol Testing

Offeror shall comply with the following federal substance abuse regulations:

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

Complete the following:

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

Yes

No

If "Yes", describe the existing drug and alcohol control program for Safety Sensitive personnel and provide current policies regarding drug and alcohol testing below.

- Be sure to discuss how the program currently meets or will meet the requirements of the Federal Transit Administration's Drug and Alcohol Testing Regulations.
- A Drug and Alcohol policy **must** be attached

Insert text here:

APPENDIX L

Vehicle Inventory

Make	Model	Year	Mileage	Communications Equipment (Y/N)	ADA Lift, Ramp, or Non-ADA?	# of Wheelchair positions	# of Ambulatory Seats	Condition (Excellent, Good, Fair, Poor)	Notes

Make	Model	Year	Mileage	Communications Equipment (Y/N)	ADA Lift, Ramp, or Non-ADA?	# of Wheelchair positions	# of Ambulatory Seats	Condition (Excellent, Good, Fair, Poor)	Notes

Fleet Maintenance

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

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

Be sure to include information about:

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

FLEET MAINTENANCE

Insert text here:

APPENDIX M

Insurance

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

What are the current vehicle liability insurance program limits?

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

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

Yes No

If yes, describe the limits of self-insurance:

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

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

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

Yes No

APPENDIX N

RECORD KEEPING

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

Be sure to include:

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

Insert text here: