

# INFORMATION TO OFFERORS COVER SHEET

**SOLICITATION NUMBER:** OCTS2217

**THE ENCLOSED SOLICITATION COVERS THE PERIOD:** 01/01/2023 THRU  
12/31/2027

**ISSUING ENTITY:** OZAUKEE COUNTY TRANSIT SERVICES  
741 W Oakland Avenue  
PO Box 994  
Port Washington, WI 53074

**CONTACT INFORMATION FOR PROCUREMENT ADMINISTRATOR:**  
Joy Neilson-Loomis  
Transit Superintendent  
[jneilson@co.ozaukee.wi.us](mailto:jneilson@co.ozaukee.wi.us) (preferred)  
262-281-8108

**SERVICES TO BE PURCHASED:**

1. Ozaukee County Shared Ride Taxi Operations
2. Ozaukee County Express Bus Operations

**POINT OF CONTACT FOR INFORMATION (Name & Tel. No.):**  
Joy Neilson-Loomis  
262-284-8108

**ADDRESS:** 741 W Oakland Avenue  
PO Box 994  
Port Washington, WI 53074

**REQUEST FOR PROPOSALS**  
**TO PROVIDE SHARED-RIDE TAXI SERVICES AND**  
**COMMUTER BUS SERVICES**  
**IN THE COUNTY OF OZAUKEE**

**Issued by**

**The OZAUKEE COUNTY TRANSIT SERVICES**

**Issue Date**

**SEPTEMBER 27, 2022**

**Proposals must be submitted**  
**no later than 1:00 PM CDT**  
**October 28, 2022**

**LATE PROPOSALS WILL BE REJECTED**

*This is a Request for Proposals (RFP) procurement. There will be no public opening.*

**Submitting the proposal:**

Offerors must submit, in a sealed package, **One Original** (identified as such) **AND 2 copies** of all materials required for acceptance of their proposal **on or before 1:00 PM, October 28, 2022** to the following address:

**OZAUKEE COUNTY TRANSIT SERVICES**  
**741 W Oakland Avenue**  
**PO Box 994**  
**Port Washington, WI 53074**

Identify the outside of the proposal as **“RFP OCTS2217 Ozaukee Transit Service Operations.”**

Include the pricing proposal in a separate sealed envelope identified as **“Pricing Proposal.”** Include the pricing proposal **only** with the proposal marked as **“Original / Procurement Administrator’s Copy.”**

Include one **digital copy** of the proposal on USB flash drive/thumb drive in an universally accessible format, such as MS Word or PDF.

Official Advertisement for Proposals

**Request for Proposals  
To Operate Shared-Ride Taxi and Commuter Bus Services  
in Ozaukee County WI  
Proposal #OCTS2217**

Sealed proposals are invited for the operation of a Shared-Ride Taxi Service and Commuter Bus Service to Ozaukee County and will be received through the **Ozaukee County Transit Services located at 741 West Oakland Ave, Port Washington, WI 53074, (Phone 262-284-8108) until 1:00 PM (CT), October 28, 2022.** This request is for a twelve (24) month period with the option of 3 one-year renewals (five-year total contract) beginning January 1, 2023.

The RFP packet for this request will be available starting September 27, 2022 online on the VendorNet website <https://vendornet.wi.gov/>. Proposals shall be made on the forms provided as included in the proposal packet and partial proposal will not be allowed.

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

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

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

Joy Neilson-Loomis  
Ozaukee County  
Transit Superintendent  
Publish: 9/27, 10/11

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## INTRODUCTION – OZAUKEE COUNTY TRANSIT SERVICES

Ozaukee County, Wisconsin is located in the Milwaukee Urban Area. County population is estimated at 92,623. The county is approximately 233 square miles (land area). The County seat, located in the City of Port Washington, is approximately 30 miles north of downtown Milwaukee. Other principal cities and villages include Mequon, Cedarburg, and Grafton. Ozaukee County is adjacent to Milwaukee County on its southern border.

Ozaukee Transit Services is located in the county's Transit Administration and Storage Facility in Port Washington. This is the only building in Ozaukee County dedicated to transit use. It is accessible to the public, and is used for Shared Ride Taxi operations.

Ozaukee County Transit operates two public transit programs: Ozaukee County Express bus, and the Ozaukee County Shared Ride Taxi. Both services use contracted operators and are funded in part through Federal and Wisconsin transportation grants (FTA 5307, WisDOT 85.20, WisDOT 85.21). Both service contracts have reached the maximum 5-year contract award, and must be re-procured to stay in compliance with federal regulations.

The Ozaukee County Shared Ride Taxi service provides public shared ride services throughout Ozaukee County. The Shared Ride Taxi operates 7 days per week except holidays. This program is open to the public and offers curbside service to and from all addresses in Ozaukee County. There are three connection points in Milwaukee County that allow access to the Milwaukee County Transit System (MCTS). Ozaukee Shared Ride Taxi also provides curbside and door-to-door drop off service to from all addresses in Ozaukee County to all addresses in Washington County through the Washington Ozaukee Transit Connection program.

Shared Ride Taxi also provides specialized service to disabled and elderly individuals who require **door to door assistance** from the shared ride driver. This service is available to *all who request it* – no formal disability documentation required. A minimum of one-day advance notice is suggested for any ride, especially for Specialized Service. Every attempt for same day ride requests will try to be accommodated but may not be guaranteed.

The Ozaukee County Express is a commuter bus service that operates between Ozaukee County and downtown Milwaukee. There are currently 7 runs in the morning, from 6:00 am to 9:00 am, and 7 runs in the afternoon from 3:30 pm to 6:30 pm. The bus only goes south in the morning and only goes north in the afternoon. Travel times can range from 20 minutes to an hour, depending on pick up and drop off locations.

Ridership on the Ozaukee County Express is down 76% percent from pre-pandemic levels. The service is expected to be cut in half for 2023, with 3 runs in the morning and 4 in the afternoon. Service can be scaled up if ridership returns. However, proposers should assume no more than 20 passengers per run.

MCTS has been the only bidder for this service since its beginning in 1996. The bus has been run as MCTS Route 143. MCTS has decided not to pursue a contract for this service in 2023.

Ozaukee County will award service contracts based upon the qualifications of each prospective contractor and the contractor's proposal cost of providing service. The contractor will be able to offset operating expenses with the operating revenues associated with the service. Details of the service to be provided and contracting requirements are described more fully in sections of this document.

PART I - GENERAL INFORMATION

A. General Description. Qualified contractors are invited to submit detailed proposals to provide 1) shared-ride taxi services and 2) commuter bus service in the specified service area and under the conditions set forth herein.

1. The Shared Ride Taxi (SRT) service requested will be a door-to-door, demand-responsive, advanced reservation, shared-ride taxi service that is made available to the general public.
  - a. 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.
  - b. Vehicles and radio equipment may be available through a lease arrangement. Other required services include telephone communications with users, dispatching, driving, and record keeping.
  - c. Ozaukee County provides vehicle maintenance on all County-owned vehicles. Use of Contractor vehicles will require contractor-provided maintenance unless otherwise arranged with the Ozaukee County Highway Department.
  - d. Use of the Ozaukee County Administration and Storage facility is available at no extra cost to the contractor.
2. The Commuter Bus service requested will be a fixed-route bus service that is made available to the general public.
  - a. Scheduled service is normally five days a week with specific daily hours identified in this solicitation.
  - b. Vehicles must be provided by the Contractor. All vehicles must be ADA accessible. Vehicles must provide seating for 12 passengers at a minimum and 35 at a maximum.
  - c. Radio equipment may be available through a lease arrangement. Other required services include dispatching, driving, record keeping, and maintenance.
  - d. Use of the Ozaukee County Administration and Storage facility is available at no extra cost to the contractor.

B. Split Contract. Ozaukee County intends to award a single contract for both services. However, the County reserves the right to split the contracts if it is determined to be most advantageous to the County. Offerors must indicate in the Cost Proposal if they are willing to accept an offer for only one of the services available for contract.

C. Federal Participation. This procurement is subsidized with state and federal transit operating funds. Applicable Federal clauses are set forth in Appendix D of the solicitation. **Include Appendix D signed with your completed proposal.**

D. Contractor Selection. The County reserves the right to award a contract to an Offeror without clarifications, discussions, or negotiations following an evaluation of which Offeror is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Offerors 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 Offeror's prices. Pricing will remain sealed until after technical factors are evaluated.

D. Contract Term. One contract will be awarded which will cover the period **January 1, 2023** through **December 31, 2027**. The contract will contain three 1-year options. Offerors must price options at the time of proposal submission in order to be considered for award. The pricing proposal submitted by the successful Offeror will be incorporated in the resultant contract as the contract's Pricing Schedule.

E. Completeness and Validity of Offers. Offerors must complete and submit all required forms with their proposals. This includes the "Affidavit of Non-Collusion" which Offerors must submit with their pricing proposal. Offerors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after proposals are submitted.

F. 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 Offerors.

G. 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.**

1. Experience managing a fleet of vehicles similar in size to Ozaukee County's provided fleet stated in this RFP.
2. Maintain and operate an automated dispatch and control system at a centralized office location, staffed at minimum 5am to 11pm Weekdays and 8:30am to 10pm Saturdays, and 8am to 6pm Sundays, with Offeror provided computers, with a dedicated radio communications system between the dispatch office and vehicle operators.
3. Knowledge of and experience with public transit operations and related 5307 Federal, 85.20 State Transportation Program Funding, and/or 85.21 State Transportation Elderly and Disabled Assistance Funding. Firms are to indicate their knowledge and experience

in providing data for reporting to the Federal Transit Administration, Wisconsin Department of Transportation (WisDOT) and/or the National Transit Database.

4. Offerors must meet the minimum insurance requirements as set forth in this RFP or at least be able to prove that they are able to obtain such insurance if not already in force.

**PART II - PRE-PROPOSAL CONFERENCE AND SITE VISIT**

- A. A pre-proposal conference is tentatively scheduled to be held on **October 4, 2022\_11:00 am CDT** online via Zoom. Individuals and teams wishing to attend should contact the Procurement Administrator for a passcode. This conference will be recorded for public record, but will not be available for review during the open solicitation period post-conference.
- B. While attendance at any scheduled pre-proposal conference is not mandatory, Offerors are encouraged to attend. Any questions raised and answers provided at the conference or arising after the conference will be addressed in a solicitation amendment issued to all potential Offerors.
- C. Offerors will have the opportunity tour the Ozaukee County Transit facility on **Monday, October 3, 2022 from 9:00 am – 3:00 pm** and **Tuesday, October 4, 2022 from 12:00 pm -3:00 pm**. Tours must be pre-arranged with the Transit Superintendent.

**PART III - PROPOSAL SCHEDULE**

- A. **Ozaukee County Transit** intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.
- B. At the time of issuance, the procurement schedule shall be as follows:

<b>EVENT</b>	<b>DATE SCHEDULED</b>
RFP Uploaded to VendorNet	<b>9/27/2022</b>
Facility Tours	<b>10/3/2022-10/4/2022</b>
Vendor Conference	<b>10/4/2022</b>
Questions Due	<b>10/17/2022</b>
Response to Questions - Posted as Addendum on VendorNet	<b>10/21/2022</b>
Proposals Due	<b>10/28/2022 1:00 PM CDT</b>
Intent to Award Issued	<b>11/9/2022</b>
Public Works Committee Approval	<b>11/17/2022</b>
Contract Begins	<b>01/01/2023</b>



PART IV - 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. Offerors 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. No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for costs incurred before a formal notice to proceed is issued if a contract is awarded.
- D. Proposals submitted via fax will not be accepted. Reliance upon public carriers for delivery of proposals is at the Offeror's risk. ***Late proposals will not be accepted.***
- E. 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.
- F. **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 first two years of the contract and estimates of the hourly rates in the option years. Actual hourly rates in option years will be determined as outlined in Part VI, Section G and Part VII, Section 2.22 of this RFP. The hourly rate shall cover all operating and administrative costs of performing the service.
- G. Ozaukee County is a tax-exempt municipality under WI Stats 77.54(9a) (b).
- H. 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 service to the general public, as well as the elderly and disabled.
  - c. Ability to efficiently schedule vehicle routings for advanced reservation service, as well as to provide service on demand.
  - d. Ability to accept multiple forms of payment for fares, including cash,

credit/debit card, and check. Passenger access to an online payment portal and fare card are desirable.

- e. Ability to maintain records of trips, passengers, and revenues related to the contracted service.
- f. Ability to secure minimum requirements for vehicle and general liability insurance.
- g. Willingness to comply with Federal and State requirements concerning equal employment opportunities, discrimination, disadvantaged business, and drug and alcohol testing.

#### PART V - SPECIFIC PROPOSAL SUBMISSION REQUIREMENTS

A. **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:

1. Each 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 Offeror's letterhead. Offerors must organize their proposals so that they
2. In addition, one (1) electronic copy of the Offeror's proposal must be submitted on CD or flash drive media in a virus free, readily accepted format such as Word or Adobe Acrobat.

B. **Proposal Content.** Proposals shall include the information listed below in the same order as listed below. With the exception of minimum qualifications, each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part VI 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.

1. **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.
2. **Statement of Qualifications (PART VI).** The Statement of Qualifications address each of the elements stated in Part VI of this proposal, in the same order as listed in therein.
3. **Technical Proposal (PART VII).** Offers should develop a detailed technical proposal in response to the specific program requirements stated in PART VII.
4. **Cost Proposal (APPENDIX A).** The Cost Proposal must be submitted on the forms provided in a separate envelope from the technical proposal.
5. **Affidavit of Non-Collusion.** Signed statement must be notarized to be valid.
6. **Signed Federal Clauses.** Including Lobbying, Government Wide Debarment and Suspension, and RFP Statement

## PART VI - EVALUATION AND AWARD PROCESS

- A. 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.
- B. 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.
- C. Right to Reject Proposals. The evaluation committee reserves the right to reject any and all proposals.
- D. 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.
- E. 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 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.
- F. 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 adjust 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 were 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.

- G. 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.
- H. Withdrawal of Proposals and Binding Offer. Firms may withdraw their proposal at any time before the proposal due date and time by written request for withdrawal to the Purchasing Manager and by presenting proper identification upon request. All proposals shall be binding for one hundred eighty (180) calendar days following the proposal opening date unless the Firm(s), upon the request of the County, agrees to an extension. Award of this request is contingent upon funding being appropriated for these services through the annual budget planning process.
- I. Public Record. Any proposal/response and any and all supporting materials submitted in conjunction with this request will become a public record, subject to public inspection. Sections of the proposal marked “proprietary and confidential” will be excluded from public records requests.

## 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.

## ADJECTIVAL 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).

## 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.**

## 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)	\$24.24 (\$24.00 x 1.01)
HSR Option Year 2 (Contract Year 4)	\$24.48 (\$24.24 x 1.01)
HSR Option Year 3 (Contract Year 5)	\$24.72 (\$24.48 x 1.01)
Total HSR for All Contract Years	\$121.44
Average Contract HSR	\$24.29

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

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

## SAMPLE SCORING SCENARIO (following consensus scoring)

### Offeror A

*Competence* Good 20 points x .80 = 16 points  
*Capacity* Excellent 25 points x 1.0 = 25 points  
*Experience* Good 25 points x .80 = 20 points  
Total Technical Evaluation Score Equals 61 points

*Price* – Points assigned for lowest total price – 30 points

Total Evaluated Score for Offeror A – **91 points** (61 + 30)  
Offeror Ranking - **First**

### Offeror B

*Competence* Excellent 20 points x 1.0 = 20 points  
*Capacity* Good 25 points x .80 = 20 points  
*Experience* Good 25 points x .80 = 20 points  
Total Technical Evaluation Score Equals 60 points

*Price* – Points assigned for second lowest total price – 24 points

Total Evaluated Score for Offeror B – **84 points** (60 + 24)  
Offeror Ranking - **Second**

- J. Contract Award. Award will be granted to an Offeror in one of three ways:
- i. 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
  - ii. Schedule negotiations. Ozaukee County 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 deciding of the apparent successful Offeror.
- K. 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. After notice of the intent to award is made, under the supervision of the Procurement Administrator, copies of proposals will be available for public inspection. Offerors should contact the Procurement Administrator to make appointments to ensure that space and time are available for their review.

L. Appeals Process. Non-construction contracts.

- i. For all non-construction contracts for which formal bids or proposals are solicited, including contracts for the purchase of rolling stock and service contracts or leases, an unsuccessful bidder/proposer who feels that Transit Services has not given its bid/proposal full, fair and impartial consideration or has not met federal requirements prior to award shall make its protest known in writing to the Transit Superintendent within forty-eight (48) hours of the written announcement of the award of procurement.
- ii. For the protest to be valid, the protester shall have complied with all requirements of the bid/proposal solicitation; including, but not limited to, timeliness of submission, compliance with all technical requirements and submission of all required certifications and any bonding requirements if applicable.
- iii. Upon such valid notification, the Transit Superintendent shall place the award on hold until such time as the protest is resolved.
- iv. From the initial notification of a valid protest, the protesting bidder/proposer shall, within ten (10) calendar days furnish in writing to the Transit Superintendent at the Transit Services Office, 741 W Oakland Avenue, Port Washington, WI, 53074, information and documentation to support its protest. If such supporting information is not received in timely fashion as outlined above, the Transit Superintendent shall proceed with the award.
- v. The Transit Superintendent shall review the written documentation submitted by the protester, and shall, within fifteen (15) working days, render a determination to uphold or deny the protest. The Transit Superintendent shall inform the protester in writing of this decision.
- vi. If the protest is upheld, the sole remedy shall be the rejection of all bids/proposals and a re-bidding of the procurement. If the protest is denied, the Transit Superintendent, after waiting forty-eight (48) hours, shall award the contract as originally proposed. After receiving the Transit Superintendent's decision, the protester shall have forty-eight (48) hours to review the determination and if not satisfied, appeal the determination in writing to the County Administrator. If such an appeal is received, the award of the procurement will continue to be held until the resolution of the appeal.
- vii. From the initial notification of appeal, the protesting bidder/proposer shall, within ten (10) calendar days furnish in writing to the County Administrator at the Ozaukee County Administration Center, 121 W Main Street, Port Washington, WI, 53074, information and documentation to support its protest. If such supporting information is not received in timely fashion as outlined above, the County Administrator shall instruct the Transit Superintendent to proceed with the award. The County Administrator shall appoint the County Attorney to respond to review the written documentation submitted by the protester and respond within fifteen (15) working days, the

determination to either uphold or deny the protest. The County Attorney shall inform the protester in writing of the decision.

- viii. If the protest is upheld, the sole remedy shall be the rejection of all bids/proposals and a re-bidding of the procurement. If the protest is denied, the County Administrator shall instruct the Transit Superintendent to award the contract as originally proposed. The decision of the County Administrator and/or County Attorney shall be final and binding on all parties.

**PART VII STATEMENT OF QUALIFICATIONS**

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

1. **Offeror Identification.** Provide the Offeror’s name, business address, telephone number, facsimile number, e-mail address.
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.).
3. **Chief Executive or Administrator of the Organization.** Provide the name and contact information for this individual.
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.
5. **Offeror’s Business Function.** Describe the major business function(s) or activities of the organization.
6. **Minimum Qualifications.** The minimum qualifications cited in Part I, Paragraph G, 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. **Service Background.** Provide information for transportation services which the Offeror currently provides under other contracts or service agreements.

<b><u>Avg. No. of Vehicles Operating Per Month</u></b>	<b>Primary Area Being Served:</b>	<b>Length of Current Operation: From / To</b>
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_____	_____	_____
_____	_____	_____



8. Service History

9. 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.

<u>Agency</u>	<u>Contact Person</u>	<u>Phone Number</u>
(1) _____	_____	_____
(2) _____	_____	_____
(3) _____	_____	_____
(4) _____	_____	_____
(5) _____	_____	_____

10. Key Personnel. Identify the organization’s key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsise their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation. Provide a resume for each “key” individual. Note that the replacement of any individual identified as “key personnel” requires the notice to the County and its prior approval.

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

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.

13. Drug and Alcohol Testing. The successful Offeror shall:

- a. Comply with the following federal substance abuse regulations:
  - 1. Federal Transit Administration (FTA) regulation, [49 CFR Part 655 “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations](#).
  - 2. U.S. DOT Regulation, [49 CFR Part 40 “Procedures for Transportation Workplace Drug and Alcohol Testing Program”](#).
  - 3. Provide documentation necessary to establish its compliance with Drug and Alcohol testing requirements per 49 CFR Part 655 as amended. Examples of documentation include but are not limited to:
    - a. Drug and Alcohol Policy
    - b. Education and Training Program
    - c. Procedures for:

- i. Drug and Alcohol Testing: Pre-Employment, Random, Reasonable Suspicion, Post-Accident, Return to Duty, and Follow Up testing
      - ii. Test Violations
      - iii. Reporting
      - iv. Recordkeeping/Documentation
    - d. Service Agent Contact Information and Credentials
      - v. Third-Party Administrator
      - vi. Collection Site
      - vii. Medical Review Officer (MRO)
      - viii. Certified Laboratory
      - ix. Substance Abuse Professionals (SAP)
- a. Permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.
- b. Does the Offeror currently have a Drug and Alcohol testing program that complies with FTA requirements? Yes \_\_\_\_\_ No \_\_\_\_\_
  - 1. If the answer to the above is "Yes," describe the existing drug and alcohol control program for Safety Sensitive personnel and provide current policies regarding drug and alcohol testing. Discuss how the program currently meets or will meet the requirements of the Federal Transit Administration's Drug and Alcohol Testing Regulations (attach additional sheets and/or documentation if necessary).

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**B. Financial Capability.**

1. *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 1 year from proposal due date.
2. *Liens and Judgments.* List 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. If "None," so state.

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C. Vehicle and Fleet Management Capabilities.

1. *Computer Equipment and Software.* 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.):

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2. Describe your present dispatching and vehicle control procedures by completing the following questions:

(a) Number of Dispatchers during peak periods: \_\_\_\_\_

(b) Hours of Call-Taking Operations (M-F): \_\_\_\_\_

(c) Number of one-way trips, exclusive of school trips, scheduled on an average weekday \_\_\_\_\_

D. Fleet Description.

1. List all vehicles presently owned or operated by the Offeror which will be made available for the proposed contract services and specify if any will be replaced in each contract year. Use the following format for all listed vehicles:

**Make/Model/Year:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**Vehicle Mileage:** \_\_\_\_\_ **Communications Equipped (Y/N):** \_\_\_\_

**Meets ADA Requirements (Y/N):** \_\_\_\_ **Lift/Ramp Equipped (L/R):** \_\_\_\_

**Wheelchair Positions per Vehicle:** \_\_\_\_ **Ambulatory Seating Capacity:** \_\_\_\_

**Vehicle Condition (Excellent, Good, Fair, or Poor):** \_\_\_\_\_

**Other Special Features:** \_\_\_\_\_

2. Fleet Maintenance Program. Attach a copy of the Offeror's current vehicle maintenance plan. If no plan exists, 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.

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

(a) What are the current vehicle liability insurance program limits?

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

(b) Is the Offeror self-insured for any part of this coverage? \_\_\_\_ Yes \_\_\_\_ No

If yes, describe the limits of self-insurance:

\_\_\_\_\_  
\_\_\_\_\_

(c) Provide the name of all insurance companies which currently provide the Offeror with vehicle liability insurance.

<u>Name of Company</u>	<u>Type (Primary, Excess, or Umbrella)</u>
(1) _____	_____
(2) _____	_____
(3) _____	_____

(d) Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in Part VII, paragraph 2.13? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

- i. More information on required DBE documentation is available in Federal Clauses.

## PART VIII – TECHNICAL PROPOSAL

Ozaukee County Transit Services seeks solutions for operating the Shared Ride Taxi and Commuter Bus services. This section provides detailed information about the current services. Offerors should describe how they propose to operate these existing programs. Proposals must address the following:

- Use of County assets.
- Employee Training.
- Change Management.
- Experience providing similar services.
- Proposed fare card or payment system.
- Any added value items, such as a user app.

### **1. GENERAL REQUIREMENTS APPLICABLE TO BOTH SERVICES**

1.1. Contract Period. The initial contract period will be for 24 months commencing **January 1, 2018** through **December 31, 2019**. This Contract contains three 1-year renewal options, each beginning on January 1st.

- a) This Contract shall automatically be extended into its first, second, and third 1-year option periods UNLESS the Contractor is notified, in writing, by the County 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 1.13 titled Continuation of Service.*

1.2. 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 County 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, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.
- c) The County 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, Part 655. A drug and alcohol-testing program that includes up-to-date record keeping and monitoring of employees must be in place on the effective date of the contract.
- 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), etc.

1.3. Training. The proposal must:

- a) Describe the driver training program to be used to ensure that the driver duties and responsibilities under any resultant contract remain in compliance with all contract requirements.
- b) Describe corporate policies on the personal use of communications equipment.
- c) Describe dispatcher training which will be provided to ensure contract compliance.
- d) Attach a copy of the corporate/contract training plan if one is available.

1.4. 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 County 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 to be maintained by the Contractor per the *Amount of Coverage* shown.
  - a) Commercial General Liability Insurance Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations; (2) personal injury; (3) blanket contractual coverage.

Limits of Liability not less than: \$2,000,000 General Aggregate  
\$1,000,000 Personal Injury  
\$1,000,000 Each Occurrence

The County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- b) Automobile Liability Insurance Business automobile policy covering all owned, leased, hired and non-owned private passenger autos and commercial vehicles. Limit of Liability not less than \$1,000,000 combined single limit.
- c) Comprehensive/Collision Insurance. Ozaukee County will provide collision and comprehensive insurance coverage for all Ozaukee County owned vehicles leased to the contractor for use in the Shared-Ride Taxi Program or Commuter Bus program. Worker's Compensation and Employers' Liability Insurance Statutory Workers Compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.

- d) Umbrella Liability Insurance Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above.

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

- e) In addition to liability insurance, the Contractor shall carry physical damage insurance on the vehicles leased from the County 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.

1.5. Licensing. Vehicles and drivers providing the service must be licensed as appropriate to provide taxicab service in the County.

1.6. Fares and Revenues The contractor will charge fares for the service provided on each bus route in accordance with the fare schedules adopted by the Ozaukee County Public Works Committee. The fare schedules for 2022, which are to be used in preparing any cost proposals, are:

- a) Shared Ride Taxi

	1 Zone	2 Zones	3 Zones	4 Zones
Adults	\$ 3.25	\$ 4.25	\$ 5.75	\$ 7.00
Students (under 18)	\$ 3.00	\$ 4.00	\$ 5.00	\$ 6.25
Seniors/Disabled	\$ 2.75	\$ 3.75	\$ 4.50	\$ 5.75
Transfer to the Express Bus	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Children 5 & under	Free	Free	Free	Free

- b) Ozaukee County Express:

Seniors/Disabled	\$ 1.60
Children	\$ 1.60
Cash Fare	\$ 3.50

Summerfest Shuttle

Adult Cash	\$ 7.00
Children, Seniors Cash	\$ 3.00

- c) The contractor must provide for methods of fare payment – including cash, tickets, passes, electronic, and transfers – which will maintain the full, discounted, and transfer fares set forth in the 2022 fare schedules. Any costs associated with implementing such fares must be included in the contractor's proposal.
- d) The Contractor must be able to accept cash fares for both services.

- e) Prospective contractors may suggest changes to the fare structure. Special promotional fares may also be established by the Ozaukee County Public Works Committee. Any changes to the fare schedules or promotional fares, including those proposed at future dates, will be subject to the approval of the Ozaukee County Public Works Committee, and shall not be made effective until such written approval is obtained.
- f) All revenues derived from the operation of the contracted transit routes, whether from passengers or from other sources (such as 50% of advertising revenue), shall be retained by the contractor and, reported to the County. The contractor shall keep and maintain the books and records reflecting the operation of the contracted transit routes in conformance with the requirements of, and at the direction of, the County, and shall render and certify to the County such full and complete operating reports and financial statements as described in the RFP. All money due and payable on behalf of the County in connection with the contractor's operation of the contracted transit routes shall be paid in such manner, as the County shall direct.
- g) All operating revenues shall be thoroughly and accurately accounted for and all accounting shall be in accordance with generally accepted accounting principles. All books and records maintained by the contractor will be subject to audit by the County and by the appropriate agencies of the state and federal governments at such times as the County or State and Federal agencies deem appropriate.
- h) *Required Response:* Describe the proposed fare payment system. Include details on how your firm will work with social service agencies to ensure timely processing of requests and continuation of service for shared clients.

#### 1.7. Basis of Payment

- a) The Contractor shall invoice only for the actual hours of revenue service (platform hours) 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 County 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 County in writing.

1.8. Records. The Contractor shall maintain the following records which will be available to the County and the Wisconsin Department of Transportation for inspection upon demand. All records must be accurate, organized, and legible; both handwritten and computer generated. All records shall be retained in a safe and secure place for a period of three (3) years after the end of the contract year.

- a) *Driver's Logs.* Drivers shall maintain daily passenger and vehicle trip logs using County provided QRyde software or Contractor's provided software which shall include, but are not limited to, the following information:



- Driver name and vehicle number;
  - Total daily passenger counts;
  - 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;
  - Total number of passengers categorized by fare type and payment method.
  - These amounts are totaled as the daily revenue by vehicle;
  - The daily mileage by vehicle should be recorded to the nearest mile; and
- b) *Monthly Reports.* The Contractor shall submit a monthly report to the County which shall show the following information pertaining and relating to performing the required services:
- Passenger trips;
  - Passenger revenue daily;
  - Total miles vehicle miles;
  - Actual revenue miles;
  - Driver hours (scheduled, worked, paid);
  - Total service hours
  - Total vehicle revenue hours
  - Passenger Miles, Weekday, Saturday, Sunday, and Total
- c) *Quarterly and Annual Reports.* The Contractor shall prepare for the County quarterly and annual reports required by the Wisconsin Department of Transportation. These reports include similar operating statistics as the monthly report.
- Reports should be from financial systems or system that records information from source documents
  - Must contain the same information as the monthly reports or provide reconciliation (e.g. error correction)
- d) *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).

#### 1.9. Complaints

- a) The Contractor shall receive all complaints regarding the service and record them on a form satisfactory to the County. Complaint records for the current year shall be available for inspection by the County or the Wisconsin Department of Transportation upon demand.
- b) The Contractor shall 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 County 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 County.

1.10. Promotion and Publicity

- a) All promotion and publicity should be coordinated with the county to include general information regarding FTA Title VI Requirements regarding participants not to be excluded on the grounds of race, color or national origin. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice that sets forth the provisions of nondiscrimination laws.
- b) The Contractor shall display their phone number prominently on all internal schedules and other pertinent material. Bus wrapping advertisers may be contacted by either County or Contractor staff, and all revenues will be shared equally.
- c) The County shall be responsible for any planning, promotion, or publicity relative to the contract service. Ozaukee County will be responsible for providing literature and advertising needed for the service. The Contractor shall be under no obligation to expend funds for service promotion or publicity with the exception of listings and advertisements in the white and yellow pages of telephone directories. The Contractor shall be responsible for securing such listings and advertisements.
- d) The contractor will provide for distribution all of the County prepared materials on buses and any other deemed locations so that information pertaining to the routes and schedules operated is readily available to the general public. The contractor will also be responsible for the printing of all passes, tickets, and transfers used in the collection of passenger revenue.
- e) The contractor is encouraged to make recommendations to Ozaukee County with respect to rate and fare structures, route and service planning, service policies, marketing, and other matters that may result in the improvement of transit service to the community.

1.11. Contract Award Document.

- a) The resultant contract shall include from this RFP all specified terms and conditions found in:
  - PARTS IV AND V – GENERAL AND SPECIFIC PROPOSAL SUBMISSION REQUIREMENTS
  - PART VII – STATEMENT OF QUALIFICATIONS
  - PART VII - TECHNICAL PROPOSAL
  - APPENDIX A – PRICING PROPOSAL
  - APPENDIX B - STANDARD TERMS AND CONDITIONS
  - APPENDIX C - AFFIDAVIT OF NON- COLLUSION
  - APPENDIX D – FEDERAL CLAUSES AND CERTIFICATIONS
- b) The County 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.

1.12. Contract Administration

- a) The Contractor shall submit contract-required data and reports, including complaint reports, within specified times frames to:

Joy Neilson-Loomis  
[transit@co.ozaukee.wi.us](mailto:transit@co.ozaukee.wi.us)

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- b) Contractor issues related to County-leased assets, including condition reports and accident reports shall be submitted in writing to:

Joy Neilson-Loomis  
[transit@co.ozaukee.wi.us](mailto:transit@co.ozaukee.wi.us)

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- c) All invoices must identify the Contractor, SRT Services, Contract Number, and Date and shall be e-mailed in “Original” to:

Joy Neilson-Loomis  
[transit@co.ozaukee.wi.us](mailto:transit@co.ozaukee.wi.us)

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1.13. Continuation of Service (Option Years)

- a) Contract prices for the option years will be adjusted (escalated or de-escalated) based upon the average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) for the month of June (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): Midwest city average, by expenditure category and commodity and service group, Expenditure Category “All Items”). The CPI-U value is published by the BLS at its website:

<http://www.bls.gov/cpi/news.htm>

- b) At the time of option exercise, prices for the option years will be adjusted (escalated or de-escalated) based upon the then current average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) for the month of June (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”).
- c) The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, Ozaukee County will recognize the change in CPI-U Midwest from June of the preceding year to June of the current contract year. This information becomes available in mid-July of each year.

For example, for a contract awarded with service to begin in 2011 with a fixed-price Hourly Service Rate (HSR) for the first two contract years:

Base Year HSR	\$24.00
CPI-U applied for 2013 is 1.2 percent change	x <u>1.012</u> (actual)
Option Year 1 HSR (Contract Year 3)	\$24.29 (becomes the
new “base” price)	

<b>Year 3 Base HSR</b>		<b>\$24.29</b>
	CPI-U applied for 2014 is 1.7 percent change	<u>x 1.017</u> (actual)
	Option Year 2 HSR (Contract Year 4 “base” year)	\$24.70 (becomes new

<b>Year 4 Base Hourly Service Rate</b>		<b>\$24.70</b>
	CPI-U applied for 2015 is 0.00 percent	<u>x 1.000</u> (actual)
	Option Year 3 HSR (Contract Year 5) “base” year) <b>(BASED ON MAY 2015 INFO)</b>	\$24.70 (becomes final

- d) The County 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 County. *(In order to satisfy FTA requirements, the County 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.**

1.14. 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 County, which consent shall not be unreasonably withheld.*

1.15. Termination of Agreement. The County shall have the unilateral right to terminate the Agreement upon ninety (90) days written notice to the Contractor.

1.16. 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 County 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.
- c) Within 90 days prior to final contract expiration or termination, provide the

County with a complete and accurate inventory, including asset condition report, of assets leased from the County which will be returned to the County or may subsequently be leased by any successor contractor.

## 2. COUNTY ASSETS

The following is a list of County assets available for use in service operations. Contractors are encouraged to make use of County assets to limit overall contract costs. All assets are currently being used for Shared Ride Taxi operations.

- Transit Storage and Administration building; 741 W Oakland Ave, Port Washington, WI 53074. Building offers space for secure vehicle storage, office space, and dispatch. Building use is available at no cost to the contractor.
- Transit vehicle wash bay – in Transit building
- 28 vehicles (see fleet description in Part V) available to lease at \$1 per vehicle.
- On-board security cameras installed in each vehicle.
- Mobile data computers in each vehicle (Samsung Galaxy A7 Lite); mounted
- Facility janitorial service – County staff.
- Maintenance for County-owned vehicles.
- Fuel – Shared Ride Taxi contract only

## 3. SHARED RIDE TAXI SERVICE

2.3 Service Area. Service shall be provided within the County of Ozaukee, including both sides of the County boundary. Connection points are provided in Milwaukee County to the Milwaukee County Transit Services. Drop off service is provided to all addresses in Washington County.

2.4 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 in route to merge with other passenger's origins or destinations so as to allow a greater number of passengers to be serviced with available vehicles.

2.5 Service Standards. The County has established service goals for this project as follows:

2.5.1 The passenger pick-up window should be less than 30 minutes from the time set between the passenger and dispatch. The County should be advised when there are problems meeting the passenger response time requirement.

2.5.2 Drivers will assist in loading and unloading of elderly or disabled passengers, and shall assist in carrying their parcels or personal effects between the vehicle and the entrance to the business or home.

2.6 Hours of Service - *Table 1*

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

Monday	5:00_____AM to 11:30_____PM
Tuesday	5:00_____AM to 11:30_____PM

Wednesday	5:00_____AM to 11:30_____PM
Thursday	5:00_____AM to 11:30_____PM
Friday	5:00_____AM to 11:30_____PM
Saturday	8:30_____AM to 10:00_____PM
Sunday	8:00_____AM to 6:00_____PM

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

Table 2 shows a sample weekly service level by showing the number of vehicles in use by day and time for a recent week of regular service.

Table 2: *Vehicles in Use by Time of Day*  
September 11-17, 2022

Time	Day of Week						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
4 AM	0	4	6	7	5	7	0
5 AM	0	6	8	8	6	7	0
6 AM	0	8	11	12	10	11	0
7 AM	6	14	15	15	15	15	1
8 AM	6	15	16	15	16	15	6
9 AM	6	15	17	16	17	17	6
10 AM	6	17	17	17	17	15	5
11 AM	6	15	16	15	15	15	5
12 PM	5	15	17	16	15	15	5
1 PM	4	18	18	18	15	15	6
2 PM	4	18	17	19	15	15	6
3 PM	4	18	17	18	15	13	6
4 PM	3	12	14	11	10	11	5
5 PM	2	9	10	9	6	5	5
6 PM	2	7	7	8	4	5	2
7 PM	0	5	5	7	3	4	2
8 PM	0	4	3	7	3	4	1
9 PM	0	3	2	6	2	3	1
10 PM	0	3	2	5	1	2	1
11 PM	0	3	2	3	1	2	0

*Weekly Service Levels / Number of Vehicles / Drivers Required*

2.8 Weekly Estimated Total Hours.

2.8.1 The average total weekly vehicle service hours is 627 hours. Hours are derived and based upon the average reported Vehicle Service Hours for January-August 2022. Average weekly driver-pay hours for 2022 are estimated at 647. Total ridership for 2022 is projected to be 76,194. Total estimated driver-pay hours for 2022 is 40,420.

2.8.2 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 county, or the county 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.

2.9 Pricing - Hourly Rate, Fare Rate Structure, and Other Charges. Current fares are organized in a zone structure and are listed below. Ozaukee County is examining the fare structure, and may move to a mileage-based system in 2023. The adopted fare structure will be provided prior to the end of the procurement period and posted as an addendum on VendorNet.

Shared Ride Taxi

	1 Zone	2 Zones	3 Zones	4 Zones
Adults	\$ 3.25	\$ 4.25	\$ 5.75	\$ 7.00
Students (under 18)	\$ 3.00	\$ 4.00	\$ 5.00	\$ 6.25
Seniors/Disabled	\$ 2.75	\$ 3.75	\$ 4.50	\$ 5.75
Transfer to the Express Bus	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Children 5 & under	Free	Free	Free	Free

2.9.1 All fare levels are set and governed by the County in all instances. In the event that the Contractor becomes aware of riders who are under other human service programs (such as Family Care or IRIS) that offer or present a different fare rate structure, the County shall be immediately notified. Currently, the County has an Agency Rate of \$12.00 per ride for agencies that buy bulk passenger fare on behalf of their clients

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

The County 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.

2.10 Available Vehicles.

2.10.1 No Contractor vehicles are desired, and the number of vehicles provided by the County will be as follows:

The County currently has 3 mini-vans, 6 sedans and 17 accessible vehicles (14 handicap mini-buses, 3 handicap vans) which may be leased to the Contractor at the rate of \$1 per vehicle per year.

2.10.2 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 County provides may be subject to a negotiated change in the hourly rate of service.

2.11 Reservation Services/Radio Communications/Radio Equipment

- 2.11.1 The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or 24 hours in advance for guaranteed ride service. Many riders are also permitted to schedule subscription service on an on-going basis. All radio communications must be compliant with FCC “narrow banding” requirements.
- 2.11.2 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 County and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.
- 2.11.3 The County may lease 27 mobile radios and a base station for \$1 per year to the Contractor to be used only for the contracted service. See section 2.11 Responsibility for maintenance of leased equipment will be addressed in a separate equipment lease agreement.
- 2.11.4 If the County cannot provide the necessary communication equipment, the Contractor is responsible for providing the suitable types of equipment to perform the required communication services of this solicitation.

2.12 Maintenance of Leased Equipment

2.12.1 *General Requirements.* The Contractor is responsible for the proper care and preventive maintenance of all leased mobile tablet equipment, but not vehicles or radios. All County-leased equipment shall be used solely for providing the contracted services.

2.12.1.1 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.

2.12.1.2 Any equipment intended to be leased from the County may be inspected prior to submitting a proposal by contacting:

Joy Neilson-Loomis

(262) 284-8108



2.12.2 *Maintenance of Vehicles.* The Contractor will be responsible for notifying the County of any accidents or damages for County-leased vehicles. The Contractor also coordinates schedule of preventative maintenance with the County's vehicle maintenance staff.

2.12.3 *Communications Equipment.* Should any of the leased communications equipment become un-repairable, the Contractor shall inform the County within 24 hours to insure proper procedures are followed.

## OZAUKEE COUNTY EXPRESS BUS SERVICE

Ozaukee County intends to competitively award a service contract for a commuter-oriented, fixed-route bus service between Ozaukee and Milwaukee Counties. The bus service subject to this RFP includes existing service currently being provided by Milwaukee Transport Services, Inc. under contract with Ozaukee County.

***Offerors are encouraged to review the presentations to the County Board and Public Works Committee in August 2022, available on Ozaukee County's YouTube Channel: [https://www.youtube.com/channel/UCQ16yLTEJmJo\\_h02WDDqcg](https://www.youtube.com/channel/UCQ16yLTEJmJo_h02WDDqcg).***

Operation of Service: The contractor will be responsible for the operation of the Ozaukee County Express service, as described in this section including scheduling and service delivery. Said service shall be maintained throughout the term of the contract, in accordance with the scope of service outlined, plus the terms of the proposal submitted by the successful bidder and any other terms negotiated between the County and the successful bidder.

All office equipment, including but not limited to personal computers, office software, fax machines, copy machines, telephones, stationery, etc.... are the responsibility of the contractor.

2. Personnel: The contractor will be responsible for hiring, training, and supervising all personnel needed under this contract. All personnel furnished by the contractor in connection with the performance of the service shall be, and will remain, the employee of the contractor, and will not act as, or represent themselves as, employees of the County. The contractor shall require all drivers to dress and groom appropriately for the job in accordance with contract requirements and health and safety standards. All drivers shall have picture identification visible on them at all times of operations. The County reserves the right to discuss with contractor any inappropriate attire and require the contractor to take whatever corrective action may be necessary. The contractor shall pay all wages, salaries, fringe benefits, social security taxes, and unemployment compensation contributions required of the contractor by law.

The Contractor is responsible for establishing and implementing a drug and alcohol testing program of all safety sensitive employees that complies with Drug-Free Workplace US DOT regulations, “Drug-Free Workplace Requirements (Grants),” 49 CFR Part 29, subpart F, as modified by 41 U.S.C. 702 et seq. Also “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40. 655, and all other FTA and State regulations. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655 as amended, to the extent applicable.

The contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP, or any reasonable performance standard established by Ozaukee County. With reasonable cause, Ozaukee County shall have the right to demand removal from the project of any personnel furnished by the contractor.

a. On-Site Manager: One manager shall be solely dedicated to oversee the county service. Said manager should be familiar with Federal and State requirements. Said manager shall preferably be physically located in Ozaukee County or within 30-minute normal drive time, and shall responsible for providing all necessary supervision, and management of the accounts and operating records for the Ozaukee County Express service.

b. Drivers: The contractor will recruit, hire, train, and supervise the drivers who are to operate the Ozaukee County service. All drivers shall possess any and all required Wisconsin licenses. All drivers shall be neat in appearance and well groomed. The contractor will be required to provide, upon request, driving records for all drivers; and to keep such driving records up-to-date for Ozaukee County. A continuing program of driver training, including safety and public relations, shall also be in place.

3. Vehicles: The contractor shall provide revenue equipment suitable for urban commuter transit service. It is preferred that the vehicles be equipped with electric onboard recorders. In all cases, the contractor shall provide vehicles sized to meet the Ridership on the route with the goal that all revenue passengers are seated for the entire trip time. Vehicles should provide a minimum of 14 and a maximum of 36 passenger seats during peak runs, and be wheelchair accessible. The estimated number of miles and revenue vehicles hours as compiled in Appendix A are based on the bidder using vehicles with the capacity needed to accommodate each scheduled trip. It is strongly suggested that no less than a 10% spare ratio be utilized to provide the contracted services.

All vehicles must be heated, air conditioned and equipped with 2-way radio communications. All vehicles must comply with safety standards of federal, state and local laws. In as much as the contractor will also be responsible for collecting fares and counting passengers, appropriate arrangements shall be made to carry out these functions, such as equipping all vehicles with fare boxes. All vehicles must have appropriate vehicle permits. A CDL license will be required to operate any CDL buses/vans.

Vehicles to be used in providing County transit bus services must follow regulations issued by the Federal Transit Administration to implement the Americans with Disabilities Act. In this respect, new vehicles purchased or leased by the contractor after August 25, 1990, must be accessible to wheelchair-bound individuals. Contractors acquiring used vehicles on or after the above date must make concerted efforts to acquire accessible used vehicles. Finally, vehicles that have been rehabilitated or reconstructed after the above date must, to the maximum extent practical, be made accessible to wheelchair-bound individuals. Prospective contractors should review the aforementioned federal regulations to determine if proposed vehicles comply.

Any bus used in this service must be of a model, which has been tested by the FTA per its Bus Testing Regulations (49 CFR Part 665). Bus models, which have not yet undergone such testing, must be satisfactorily tested prior to entering service in Ozaukee County; the County may require the contractor to provide proof of such testing.

The Contractor shall install and maintain signage identifying Ozaukee County Express on and within all vehicles to be used in providing County transit services. The form of signage and signage materials is to be mutually agreed upon by the Contractor and the County.

The contractor is responsible for safety and security. The contractor must have a safety and security plan.

4. Maintenance and Storage of Vehicles: The contractor will be required to maintain and store all vehicles used to provide Commuter Express Services service. To this end, the contractor will supply tires, fuels, lubricants, tools, all spare part and replacement parts, and will maintain all operating equipment in good working order. The contractor will also be responsible for keeping vehicles in a clean condition throughout the program which includes exterior washing at least weekly, and interior sweeping and vacuuming daily to remove all dirt and debris. The contractor shall describe/provide its maintenance plan.

5. Operating Performance Standards: The contractor will be responsible for providing service as scheduled, with all vehicles operated in a manner indicating due regard to the safety, comfort, and convenience of passengers and the general public. The service provided by the contractor will conform to all performance standards established by Ozaukee County, including schedule adherence of 90 percent on time and no missed trips. On time will be defined by Ozaukee County as schedule adherence with the range of one minute early and five minutes late. Failure to attain any of these standards in a given month will result in a penalty of a 1 percent reduction in the monthly compensation for each standard not met. Failure to attain one standard for four months in a row will be considered a default by the contractor. Ozaukee County will substantiate that the bidder is not in compliance with performance standards either by direct observation and documentation or by receipt of five (5) or more complaints of any occurrence described above. The contractor shall not be held responsible for failure to provide on-time service due to extreme weather or traffic conditions, unavoidable vehicle malfunction, or naturally occurring disasters.

## 6. Telephone and Radio Communications

The contractor shall also maintain a staffed telephone during contract operation hours through which qualified and knowledgeable personnel shall dispense route and schedule information, and handle complaints and any run problems during the scheduled runs. Phone lines shall be answered by Contractor personnel or designee during all scheduled service times, starting at 5:00 a.m. and continuing thirty (30) minutes past the last pick-up time. Qualified personnel answering phone calls shall have knowledge of the Ozaukee County Express schedule and operations, in order to be responsive to the inquiries of callers. In case of phone calls from commuters regarding delayed service, personnel shall contact the motor-coach drivers so that they can be responsive to the caller and inform them of the status of the delay. An answering service which cannot respond to caller inquiries is not an acceptable level of service. Dispatch and drivers shall have 2-way radio communications.

The contract service operator will be required to provide any other operating equipment and facilities, such as a local office or vehicle storage/maintenance garage, not listed in preceding sections that may be needed to provide service in accordance with the required specifications.

### A. Service Area

The service area is Ozaukee County, with designated stops in Saukville, Grafton, and Cedarburg. Service is provided into Milwaukee County. See Route Map in Section X: Service Specifications.

### B. Service Days and Hours

The service is weekdays only. The bus services to be addressed under this RFP are based upon attached schedule. (See Tables A1-A3) No service is provided on the following Holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day.

### C. Service Levels

The County reserves the right to adjust service days and hours in response to actual ridership demand or levels of available Federal, State, and County funding. The levels of service which have been projected as needed to meet the level of demand. Services levels may vary from day to day and from time of day. The contractor, after consultation with the County, may vary service levels as necessary to meet the service standards and passenger demand. The County reserves the right to adjust service levels in response to actual ridership demand or available levels of Federal, State, or County funding.

The contractors shall provide this service in compliance with Wisconsin Smoke Ban, i.e. driver while on duty, no smoking in the vehicles, etc.

### EXISTING BUS SERVICE:

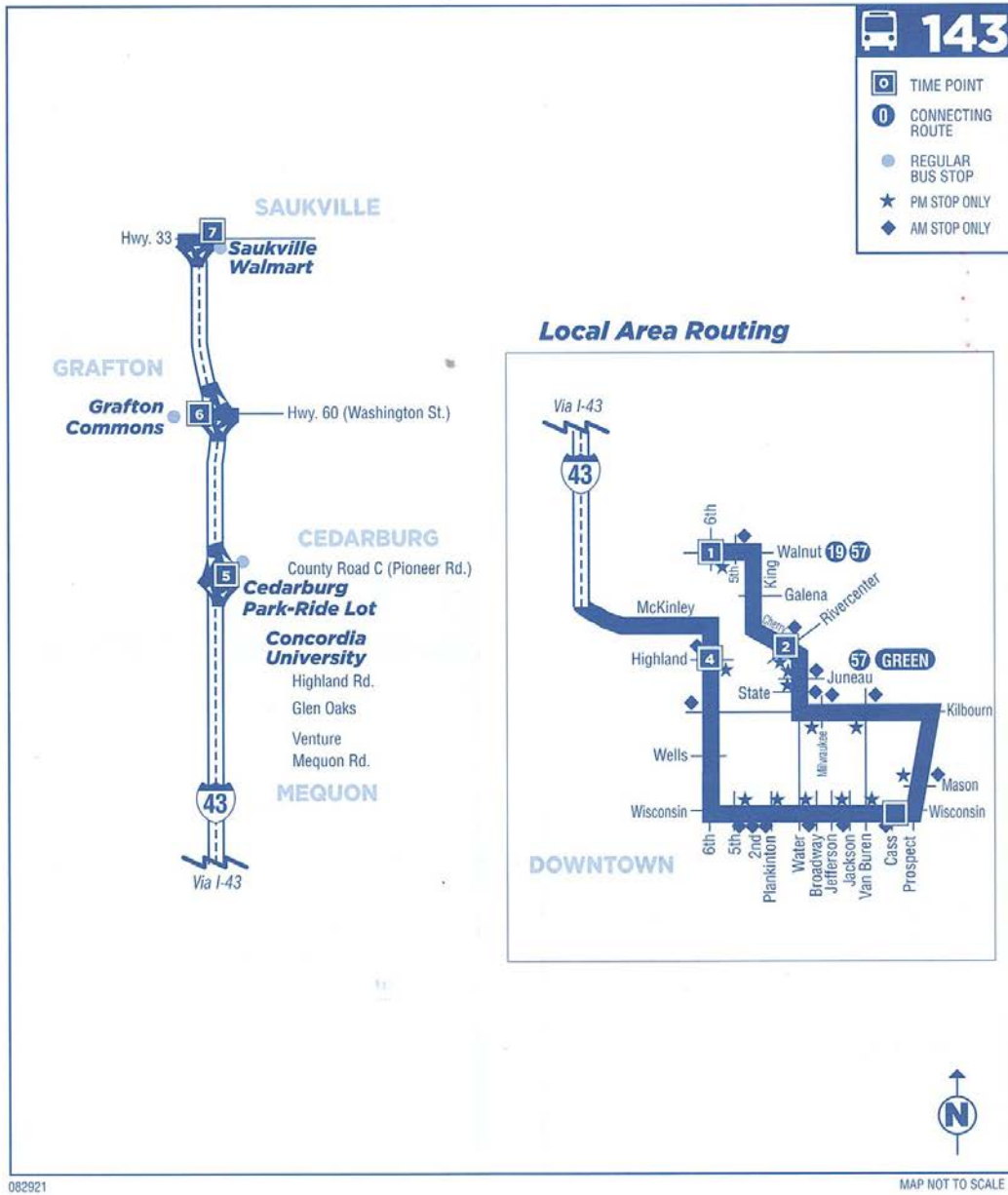
The existing bus service to be addressed under this RFP include:

4 Northbound express trips operating between Milwaukee and Ozaukee County;  
Monday through Friday.

3 Southbound express trips operating between Ozaukee and Milwaukee County;  
Monday through Friday.

# SERVICE SPECIFICATIONS

## Ozaukee County Express Route Map



Tables A-1 thru A-3

**A-1 Southbound Timetable**

**Note: Current scheduled has 7 runs in each direction. These will be reduced to 3 am/southbound and 4 pm/northbound for the 2023 contract.**

Saukville & Walmart (2796)	Grafton Commons (2756)	Cedarburg lot (2752)	N6 & Highland	Wisconsin & Cass	Cherry & Rivercenter Drive	N6 & Walnut (623)
5:53 am	6:07 am	6:14 am	6:34 am	6:43 am	6:50 am	6:52 am
	6:21 am	6:29 am	6:49 am	6:58 am	7:05 am	7:07 am
	6:40 am	6:48 am	7:13 am	7:22 am	7:29 am	7:31 am
6:38 am	6:52 am	6:59 am	7:24 am	7:33 am	7:40 am	7:42 am
	7:19 am	7:27 am	8:04 am	8:13 am	8:20 am	8:22 am
	7:47 am	7:55 am	8:25 am	8:34 am	8:41 am	8:43 am
	8:19 am	8:27 am	8:57 am	9:06 am	9:13 am	9:15 am

**A-2 Northbound Timetable**

Walnut at 5th Street (381)	Cherry & Rivercenter Drive (3057)	Wisconsin & Cass (764)	N6 & Highland (744)	Cedarburg lot	Grafton Commons	Saukville & Walmart
3:28 pm	3:31 pm	3:39 pm	3:48 pm	4:11 pm	4:16 pm	
3:48 pm	3:51 pm	3:59 pm	4:08 pm	4:34 pm	4:39 pm	4:48 pm
4:08 pm	4:11 pm	4:19 pm	4:28 pm	5:01 pm	5:06 pm	
4:28 pm	4:31 pm	4:39 pm	4:48 pm	5:21 pm	5:26 pm	5:35 pm
4:47 pm	4:50 pm	4:58 pm	5:08 pm	5:38 pm	5:43 pm	
5:07 pm	5:10 pm	5:18 pm	5:28 pm	5:58 pm	6:03 pm	
5:30 pm	5:33 pm	5:41 pm	5:51 pm	6:21 pm	6:26 pm	6:35 pm

## A-3 TRENDS

### 2022 Performance Trends

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total- Regular
Passenger Miles	1,735.50	0.00	10,608.00	1,938.29	17,687.00	20,046.00	19,032.00	20,826.00	91,872.79
Total Miles	3,437.95	0.00	13,064.21	14,439.39	14,439.00	15,079.62	13,751.80	15,815.57	90,027.54
Revenue Miles	1,984.45	0.00	7,540.91	8,334.69	8,334.00	8,707.62	7,937.80	9,128.47	51,967.94
Revenue Hours	75.15	0.00	285.57	315.63	316.00	331.51	300.60	345.69	1,970.15
Gallons Fuel	764.00	0.00	2,903.20	3,208.80	3,209.00	3,351.07	3,056.00	3,514.40	20,006.47
Driver Pay Hours	145.80	0.00	554.04	612.36	612.00	641.52	583.20	670.68	3,819.60
Total Hours/plat	121.50	0.00	461.70	510.30	510.30	534.60	486.00	558.9	3,183.30
Ridership Passengers /Revenue Hour	<b>89</b>	<b>0</b>	<b>544</b>	<b>811</b>	<b>907</b>	<b>1,028</b>	<b>976</b>	<b>1,068</b>	<b>5,423</b>
	1.18	0.00	1.90	2.57	2.87	3.10	3.25	3.09	3.08

### Express Bus Ridership

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total YTD
2018	6,018	5,560	5,917	5,595	5,540	4,852	4,748	5,538	4,916	5,789	4,805	3,889	63,167
2019	4,062	4,568	4,927	4,804	4,515	3,876	3,934	4,213	4,176	4,855	3,830	3,529	51,289
2020	4,420	4,400	2,171										10,991
2021								44	526	577	596	471	2,214
2022	89		544	811	907	1,028	976	1068					3,379
% of Pre-pandemic ridership	2.2%	0	11%	16.9%	20.1%	26.5%	24.8%	25.4%					



**MILWAUKEE COUNTY TRANSIT SYSTEM  
OPERATED AND MANAGED BY  
MILWAUKEE TRANSPORT SERVICES, INC.**

## OZAUKEE COUNTY EXPRESS

OPERATOR: MILWAUKEE COUNTY TRANSPORT SERVICES FOR ROUTE: 143 FOR MONTH: AUG OF 2022

DATE	NO.OF TRIPS	REVENUE MILES	REVENUE HOURS	GALLONS OF FUEL	TOTAL MILES	TOTAL HOURS	OPERATING COST	PAY HOURS	NO.OF PASSENGER	PASSENGER REVENUE	PASSENGER MILES
8/01	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	49	117.11	955.50
8/02	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	49	117.11	955.50
8/03	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	49	117.11	955.50
8/04	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	49	117.11	955.50
8/05	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	48	114.72	936.00
<b>WK TOT</b>	<b>120</b>	<b>1,984.45</b>	<b>75.15</b>	<b>764.00</b>	<b>3,437.95</b>	<b>121.50</b>	<b>19,874.95</b>	<b>145.80</b>	<b>244</b>	<b>583.16</b>	<b>4,758.00</b>
8/08	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	45	107.55	877.50
8/09	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	45	107.55	877.50
8/10	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	45	107.55	877.50
8/11	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	45	107.55	877.50
8/12	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	43	102.77	838.50
<b>WK TOT</b>	<b>120</b>	<b>1,984.45</b>	<b>75.15</b>	<b>764.00</b>	<b>3,437.95</b>	<b>121.50</b>	<b>19,874.95</b>	<b>145.80</b>	<b>223</b>	<b>532.97</b>	<b>4,348.50</b>
8/15	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	47	112.33	916.50
8/16	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	47	112.33	916.50
8/17	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	47	112.33	916.50
8/18	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	47	112.33	916.50
8/19	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	49	117.11	955.50
<b>WK TOT</b>	<b>120</b>	<b>1,984.45</b>	<b>75.15</b>	<b>764.00</b>	<b>3,437.95</b>	<b>121.50</b>	<b>19,874.95</b>	<b>145.80</b>	<b>237</b>	<b>566.43</b>	<b>4,621.50</b>
8/22	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	48	114.72	936.00
8/23	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	48	114.72	936.00
8/24	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	48	114.72	936.00
8/25	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	48	114.72	936.00
8/26	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	46	109.94	897.00
<b>WK TOT</b>	<b>120</b>	<b>1,984.45</b>	<b>75.15</b>	<b>764.00</b>	<b>3,437.95</b>	<b>121.50</b>	<b>19,874.95</b>	<b>145.80</b>	<b>238</b>	<b>568.82</b>	<b>4,641.00</b>
8/29	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	42	100.38	819.00
8/30	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	42	100.38	819.00
8/31	24	396.89	15.03	152.80	687.59	24.30	3,974.99	29.16	42	100.38	819.00
<b>WK TOT</b>	<b>72</b>	<b>1,190.67</b>	<b>45.09</b>	<b>458.40</b>	<b>2,062.77</b>	<b>72.90</b>	<b>11,924.97</b>	<b>87.48</b>	<b>126</b>	<b>301.14</b>	<b>2,457.00</b>
<b>GR TOT</b>	<b>552</b>	<b>9,128.47</b>	<b>345.69</b>	<b>3,514.40</b>	<b>15,814.57</b>	<b>558.90</b>	<b>91,424.77</b>	<b>670.68</b>	<b>1,068</b>	<b>2,552.52</b>	<b>20,826.00</b>

APPENDIX A**OFFEROR PRICING PROPOSAL**

**BOTH PAGES OF THIS PRICING PROPOSAL MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE. PAGE 2 (AFFIDAVIT) MUST BE NOTARIZED.**

**The outside of the envelope should clearly state “Price Proposal” and the Offeror’s name. Include the price proposal only with the proposal marked “Original - Procurement Administrators Copy.”**

I \_\_\_\_\_, hereby submit the following price proposal for providing the shared-ride taxi service in accordance with the terms and conditions of this Request for Proposal. This proposal includes hourly service rates for the succeeding years of the contract. The hourly rate covers all operating and administrative costs of providing the service. I fully understand that all revenues collected by the contracted Contractor belong to the County.

For purposes of calculating the rate for option years for this RFP, include an annual rate increase of 1% each year for the remaining three option years. These rates are for evaluation purposes only. The actual price for an option year shall be based upon the percent change in the June CPI-U Midwest from the preceding year applied to the current contract year price to obtain the option year price.

**OPTION 1) OZAUKEE COUNTY SHARED RIDE TAXI SERVICE**

<i>Rate if both service contracts awarded</i>		<i>Rate if only SRT contract awarded</i>	
<u>BASE PERIOD (CONTRACT YEARS 1 &amp; 2)</u>		<u>BASE PERIOD (CONTRACT YEARS 1 &amp; 2)</u>	
<i>Contractor’s Hourly Service Rate:</i>	\$ _____	<i>Contractor’s Hourly Service Rate:</i>	\$ _____
<u>OPTION YEAR 1 (CONTRACT YEAR 3)</u>		<u>OPTION YEAR 1 (CONTRACT YEAR 3)</u>	
<i>Contractor’s Hourly Service Rate:</i>	\$ _____	<i>Contractor’s Hourly Service Rate:</i>	\$ _____
<u>OPTION YEAR 2 (CONTRACT YEAR 4)</u>		<u>OPTION YEAR 2 (CONTRACT YEAR 4)</u>	
<i>Contractor’s Hourly Service Rate:</i>	\$ _____	<i>Contractor’s Hourly Service Rate:</i>	\$ _____
<u>OPTION YEAR 3 (CONTRACT YEAR 5)</u>		<u>OPTION YEAR 3 (CONTRACT YEAR 5)</u>	
<i>Contractor’s Hourly Service Rate:</i>	\$ _____	<i>Contractor’s Hourly Service Rate:</i>	\$ _____

<b><i>Contractor's Hourly Service Rate:</i></b>		<b><i>Contractor's Hourly Service Rate:</i></b>	
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**OPTION 2) OZAUKEE COUNTY EXPRESS COMMUTER BUS SERVICE**

<i>Rate if both service contracts awarded</i>		<i>Rate if only Commuter Bus contract awarded</i>	
<u>BASE PERIOD (CONTRACT YEARS 1 &amp; 2)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>	<u>BASE PERIOD (CONTRACT YEARS 1 &amp; 2)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>
<u>OPTION YEAR 1 (CONTRACT YEAR 3)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>	<u>OPTION YEAR 1 (CONTRACT YEAR 3)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>
<u>OPTION YEAR 2 (CONTRACT YEAR 4)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>	<u>OPTION YEAR 2 (CONTRACT YEAR 4)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>
<u>OPTION YEAR 3 (CONTRACT YEAR 5)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>	<u>OPTION YEAR 3 (CONTRACT YEAR 5)</u>  <b><i>Contractor's Hourly Service Rate:</i></b>	\$ <u>          </u>

APPENDIX B**Standard Terms and Conditions**

1. **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.
2. **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. **WAIVER:** One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.
4. **ACCEPTANCE-REJECTION:** Ozaukee County 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 County

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.

5. **PAYMENT TERMS AND INVOICING:** Ozaukee County 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.
6. **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.
7. **DELAYS:** Continuity of service is paramount. The Contractor will not be permitted to delay initiation of service unless the present service provider agrees to extend service to cover the delay period. The Contractor is responsible for securing, furnishing, and funding any and all services occasioned by his delay in service start-up. The County reserves the right to delay the start of Contractor's service if such delay arises out of any Federal or State rule or regulation occasioning the delay. Such delays shall be addressed by extending the completion date for the contract.
8. **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. Ozaukee County 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.
9. **ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.
10. **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
  - 10.1.1 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;
  - 10.1.2 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

- 10.1.3 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.
- 10.1.4 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)
- 10.1.5 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.

**11. DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**

- 11.1.1 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.
- 11.1.2 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 Ozaukee County Public Works Committee may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the county.

12. **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.

13. **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.

13.1.1 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.

13.1.2 It is the intention of the county 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 Ozaukee County 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.

14. **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 Ozaukee County 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.

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.

15. **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 county. 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 county.

**16. PROHIBITED INTEREST**

- 16.1.1** No member of the Congress of the United States shall be admitted to any share of this contract or to any benefit arising there from.
- 16.1.2** No member, Officer or employee of Ozaukee County government, during their terms with the County may have any direct or indirect interest in this contract or the proceeds thereof.
17. **TAX EXEMPTION:** Ozaukee County is exempt from the payment of Federal, State, and Local taxes. Taxes may be included in proposal prices to the extent they are eligible expenses under State and Federal funding programs. The County will furnish necessary exemption certificates upon request.
18. **SUBCONTRACTING:** The contractor may not assign or subcontract any of the work under this contract except with the expressed written permission of the County. Any work performed by subcontractors shall be subject to all the provisions of this RFP and Contract without exception. Contractor shall indicate within their proposal if subcontracting is anticipated at time of proposal.
19. **INDEMNIFICATION AND DEFENSE OF SUITS** – The successful proposer agrees to indemnify, hold harmless, and defend Ozaukee County, its officers, agents and employees from any and all liability including claims, demands, actions, or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is found upon or grows out of the acts, errors, or omissions of the successful proposer, employees, agents or subcontractors.
20. **INSURANCE:** Contractor agrees that it will at all times during the term of this agreement, keep in force and effect, insurance policies as outlined below, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Upon execution of this agreement, Contractor shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract. The County shall be given sixty- (60) days advance notice of cancellation or non-renewal of insurance during the term of the contract. See Section 8, Part 7 for types and amounts of required insurance coverage.
21. **NONDISCRIMINATION:** In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.
22. **CANCELLATION:** Ozaukee County 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.
23. **FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

APPENDIX C

**AFFIDAVIT OF NON-COLLUSION**

Solicitation Number \_\_\_OCTS2217\_\_\_\_\_

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

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Firm or Entity: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_ date of \_\_\_\_\_

Signed Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

APPENDIX D**Federal Required Clauses and Certifications (1/20)****SPECIAL NOTIFICATION REQUIREMENTS FOR STATES****FTA Master Agreement**

Federal grant monies fund this contract, in whole or in part (Section 5307 – CFDA 20.509). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>.

**FLY AMERICA REQUIREMENTS**

**49 U.S.C. §40118**  
**41 CFR Part 301-10**

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

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

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

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

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.



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**CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)  
49 CFR Part 604**

Applicability to Contracts

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

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

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

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

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

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**SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(F)  
49 CFR Part 605**

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

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

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

School Bus Operations - Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

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**ENERGY CONSERVATION REQUIREMENTS**

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

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

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

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

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

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

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### **CLEAN WATER REQUIREMENTS**

#### **33 U.S.C. 1251**

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

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

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

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

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### **LOBBYING**

#### **31 U.S.C. 1352**

#### **49 CFR Part 19**

#### **49 CFR Part 20**

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

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

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

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

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

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

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of

\$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date

**ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**  
**18 CFR 18.36 (i)**  
**49 CFR 633.17\_**

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

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

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

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

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

**REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT**

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

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

### **FEDERAL CHANGES**

#### **2 CFR Part 1201**

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

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

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

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

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master

Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

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### CLEAN AIR

#### 42 U.S.C. 7401 et seq 40 CFR 15.61 2 CFR Part 1201

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

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

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

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

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### CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

#### Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

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

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

#### Clause Language

##### **Contract Work Hours and Safety Standards**

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States

for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## EQUAL EMPLOYMENT OPPORTUNITY

### 41 CFR §60-1.4

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

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

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

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

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

Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
  1. Race,
  2. Color,
  3. Religion,
  4. National origin,
  5. Disability,

- 6 . Age,
- 7 . Sexual origin,
- 8. Gender identity, or
- 9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
  - 1. Recruitment advertising, recruitment, and employment,
  - 2. Rates of pay and other forms of compensation,
  - 3. Selection for training, including apprenticeship, and upgrading, and
  - 4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

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

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

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### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

Applicability to Contracts Applicable to all contracts

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

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

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

No Obligation by the Federal Government.

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

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

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### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307**

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

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



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

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

## **TERMINATION**

**2 CFR Part 1201**

**2 CFR 200**

**FTA Circular 4220.1F**

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

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

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

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination

shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

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

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

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

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient)

shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

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

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

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

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

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

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

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

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

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are

beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

**2 CFR part 180  
2 CFR part 1200  
2 CFR § 200.213  
2 CFR part 200 Appendix II (I)  
Executive Order 12549  
Executive Order 12689**

**Background and Applicability**

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

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

**Flow Down**

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

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

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

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the

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

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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### **PRIVACY ACT**

#### **5 U.S.C. 552**

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

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

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

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

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

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

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

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### **CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

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

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

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

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

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

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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**BREACHES AND DISPUTE RESOLUTION**

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

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

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

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

**Disputes -** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

**Claims for Damages -** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies -** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies -** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

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

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

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

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

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

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not

apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

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

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

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

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

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

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

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

Clause Language

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

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. WisDOT's DBE transit goal for FFY 2020-2022 is 1.85%. A separate contract specific goal has not been established for this procurement.
- b. The **RECIPIENT**, contractor or subcontractor shall not discriminate on the basis of race, color, national



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

- i. Withholding monthly progress payments
  - ii. Assessing sanctions
  - iii. Liquidated damages, and/or
  - iv. Disqualifying the contractor from future bidding as non-responsible.
- c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the **RECIPIENT**.
- d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **RECIPIENT**.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the **RECIPIENT** makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the **RECIPIENT** documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.
- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.
- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **RECIPIENT** to use a DBE subcontractor (or an approved substitute DBE firm) without the **RECIPIENT's** prior written consent per 49 CFR Part 26.53(f). This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- h. The contractor must promptly notify the **RECIPIENT** whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the procurement. The good faith efforts shall be documented by the contractor.
- i. The contractor may provide written consent only if the **RECIPIENT** agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. For purposes of this paragraph, good cause includes the following circumstances:
  - i. The listed DBE subcontractor fails or refuses to execute a written contract.
  - ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
  - iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
  - iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - vi. **RECIPIENT** determined that the listed DBE subcontractor is not a responsible contractor;
  - vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;

- viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
  - ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
  - x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.
- j. Before transmitting to the **RECIPIENT** its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the **RECIPIENT**, of its intent to request to terminate and/or substitute, and the reason for the request.

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### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

#### **FTA Circular 4220.1F**

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

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

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

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

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### **DRUG AND ALCOHOL TESTING**

#### **49 U.S.C. §5331 49 CFR Parts 655**

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

#### Drug and Alcohol Testing

The contractor agrees to:

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

**SAFE OPERATION OF MOTOR VEHICLES**

23 U.S.C. part 402

Executive Order No. 13043

Executive Order No. 13513

U.S. DOT Order No. 3902.10

Applicability to Contracts

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

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

Safe Operation of Motor Vehicles Requirements -

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

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

**ADA ACCESS****49 USC 531 (d)**

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

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

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

**Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of current or prospective legal matters that may affect the Federal Government. The Contractor acknowledges that the provisions of the FTA Master Agreement, Section 39(b), apply to its

actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must notify the Ozaukee County Transit Authority. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor agrees to include the above clause or similar clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**RFP STATEMENT**

I have read this Request for Proposal (RFP), and all attachments and exhibits issued September 27, 2022, and understand their contents and requirements including all FTA requirements.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

E-Mail: \_\_\_\_\_

ATTACHMENT 1

**Designation of Confidential and Proprietary Information**

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

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

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

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

We request that the following pages not be released:

Section	Page Number	Topic

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

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

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Area Code-Telephone Number)

\_\_\_\_\_  
(Name – Type or Print)

ATTACHMENT 2**2022 TRANSIT SERVICES CONTRACT BETWEEN OZAUKEE COUNTY  
AND MILWAUKEE TRANSPORT SERVICES, INC.**

This Agreement made as of the first day of January 2022, by and between Ozaukee County, hereinafter called County, and Milwaukee Transport Services, Inc., hereinafter called Contractor.

**WHEREAS**, the County wishes to provide for continued Transit Service in selected portions of Ozaukee County; and

**WHEREAS**, the County has solicited proposals for the standard terms, conditions, specifications, and Addenda #1 & #2 in the Mass Transit Service Request for Proposals issued on August 10, 2017 which are incorporated by reference into and shall become part of this contract for the Mass Transit Service; and

**WHEREAS**, the County has selected the Contractor as best able to meet the needs of providing the service based on Technical and Cost Evaluation submitted by the Contractor on September 7, 2017, which is incorporated herein by reference into and shall become part of this contract for Mass Transit Service.

**WHEREAS**, public funds are available to the County to support the operation of Ozaukee County Express, pursuant to s.85.20 of the Wisconsin Statutes, 49 U.S.C. s. 5307 of the federal code, the CARES Act of 2020, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021, and the American Rescue Plan Act (ARPA) of 2021.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter given, it is agreed by and between the County and the Contractor as follows:

Purpose: For and in consideration of the contract compensation hereinafter set forth, Contractor shall provide the services in accordance with the terms and provisions of the contract, the RFP issued by the County and the Contractor's response to the RFP.

Scope of Service: The Contractor shall perform all work necessary to complete in a manner satisfactory to County the services set forth and in accordance with the Route selected by the Contractor in its proposal, subject to final approval by Ozaukee County.

1. Term of Agreement: The term of service under this contract will begin January 1, 2022 and end December 31, 2022.
2. Compensation and Method of Payment: Costs will be invoiced to the County monthly based on the number of service hours in that month.

### 2.1. Regular Service

- 2.1.1. The operation of regular (non-special event) weekday service is estimated to require approximately 24.3 platform hours/weekday or 6,200 platform hours annually (see attached schedule). Service will not be provided on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas (or the federally designated holiday).
- 2.1.2. For the purpose of this agreement bus hours mean platform hours. Platform hours include in-service (revenue) hours and deadhead hours.
- 2.1.3. The total operating cost of this service, minus passenger revenues, will be billed to Ozaukee County on a monthly basis.
- 2.1.4. The cost per platform hour of regular service for contract year 2022 will be \$163.58 based on the 5.8% CPI rate increase for June 2021, as determined below.
- 2.1.5. The cost per hour of service for subsequent contract option years will be based on the hourly rate in the previous year, adjusted by the consumer price index as reported by the US Department of Labor - Bureau of Labor Statistics, Midwest Urban for the prior 12 months, as of the month of June in the previous contract year.
- 2.1.6. The parties each acknowledge that no payment shall be made for unauthorized service. The parties further acknowledge that fuel surcharges are not expected to occur as fuel costs are

included as part of the Consumer Price Index and estimated future costs should have been included in the original bid.

- 2.1.7. The rate of passenger revenue for regular service will be credited at \$2.39 per passenger (based on farebox data collected over the previous year). The full cash fare for regular service will be \$3.50. The County may request an adjustment to the passenger fare and credit in response to ridership trends during the contract year. Changes to passenger fare and fare credit will be implemented with a minimum 4 week notice to riders. The County will notify the Contractor 60 days prior to the quarterly system adjustments to allow time to implement changes to the passenger fare.
- 2.2. The County and Contractor agree that the maximum amount to be paid for bus related services under this 2022 Contract is one million, fourteen thousand, one hundred ninety-six dollars (\$1,014,196). This amount will be sufficient to provide the agreed upon service through December 31, 2022.
- 2.3. An audit of the Contractor's financial record for the contract services provided during the period, shall be performed by the Wisconsin Department of Transportation to determine the actual amounts of state and federal funds available to Ozaukee County under program guidelines, and the amount of any overpayment or underpayment in public funds to the Contractor shall be paid or refunded as appropriate within twenty (20) days following completion of said audit. The Contractor will bear responsibility for any portion of the net costs incurred in providing the contracted services which, as a result of the ineligibility of certain expenses under federal or state transit assistance programs, are not covered by the actual amounts of federal or state funds available to Ozaukee County for the contracted service, and which are also not covered by the actual amount of any county funds budgeted for the contracted service.
3. Cancellation and Service Change: Ozaukee County reserves the right to request a reduction of services, including cancellation of trips, removal of service stops, and temporary suspension of all services, within the contract year. Any changes in the routing or schedule of Route 143 must be mutually agreed to by the Contractor and the County. Cancellations will be implemented with a minimum 4 week notice to riders and in alignment with the quarterly system adjustments to MCTS services. Payment will continue to be based on the number of Platform Hours performed by Contractor as outlined in Section 2. Compensation and Method of Payment.
4. Contractor Status: Milwaukee Transport Services, Inc. is a quasi-governmental instrumentality of Milwaukee County responsible for the management and operation of the Milwaukee County Transit System. MTS is the contractor I operating agent for Ozaukee County with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
5. Inspections, Acceptance and Approval: County reserves the right and shall be at liberty to monitor all service during the Agreement period and shall have the right to reject all services which do not conform to the specifications of the County RFP, the Contractor's proposal and this contract. However, the County is under no duty to make such inspections and no inspection so made shall relieve the Contractor from any obligation to furnish services in accordance with this Agreement. County may, at its option, require prompt replacement or correction of rejected work at Contractor's expense.
6. Termination: This Agreement shall terminate upon expiration, or in any of the following:
- 6.1. For Convenience – the County may terminate this agreement in whole or in part, upon ninety (90) days notice to the Contractor when it is in the County's best interest. The Contractor shall be paid its

costs and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the County to be paid the Contractor.

- 6.2. For Default – The County may terminate this agreement by written notice to the Contractor under the following circumstances:
  - 6.2.1.If Contractor fails to provide the services required by this agreement within the time specified herein;
  - 6.2.2.If Contractor fails to perform any of the other provisions of this Agreement or fails to make progress to endanger performance of this Agreement in accordance with its terms and in either of these two circumstances does not cure such failure within the period of ten (10) days after written notice from County specifying such failure;
  - 6.2.3.Failure to comply with State, Federal and County regulations;
  - 6.2.4.If after ten (10) days a problem identified has been corrected and then subsequently re-occurs, the Agreement may be subject to termination;
  - 6.2.5.In the event that this contract is terminated for default, the Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
- 6.3. In the event of the institution of any bankruptcy proceedings by or against Contractor or under any provisions of the United State Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate this Agreement without further cost or liability.
- 6.4. In the event of termination under this subparagraph, County shall have the right to procure, on such terms and in such a manner, as it may deem appropriate, such similar services. Contractor shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Contractor and without the fault or negligence of Contractor. Such causes shall be deemed to include fires, floods, earthquakes, strikes and acts of the public enemy. The rights of County provided in this subparagraph shall be in addition to any other rights provided by law or this Agreement.
7. Waiver: It is understood and agreed that failure by County at any time to assert any right or remedy conferred upon it by this Agreement shall not be deemed a waiver and shall not preclude the assertion by County of such right or remedy at a later date.
8. Assignment: This Agreement may not be assigned nor may the Contractor delegate any of his rights or obligations hereunder without first having obtained the written consent of the County.
9. Force Majeure: The Contractor shall not be liable to the County for any failure, delay or interruption of service or for any failure or delay in the performance of any obligation under this Agreement due to strikes, walkouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts, or other similar acts beyond the reasonable control of the Contractor.
10. Notices: Any notice required or permitted to be given hereunder shall be in writing and shall be served personally or by mail.

**Notices to the County shall be directed to:**

Jon Edgren, Public Works Director  
Ozaukee County Highway Department  
410 S. Spring Street  
Port Washington, WI 53074

**Notices to Contractor shall be directed to:**





ATTACHMENT 3**2022 TAXICAB SERVICE AGREEMENT**

**BETWEEN OZAUKEE COUNTY  
AND  
SPECIALIZED TRANSPORT SERVICES, INC.**

**THIS AGREEMENT**, made and entered into this first day of January, 2022 by and between **Ozaukee County**, hereinafter referred to as “County,” and **Specialized Transport Services, INC.**, hereinafter referred to as “Contractor.”

**WHEREAS**, the County desires to provide shared-ride taxicab service to and from locations within the County; and

**WHEREAS**, public funds are available to the County to support the operation of shared-ride taxicab service, pursuant to Wisconsin Statute § 8520, § 8521, §5307 of the Federal Transportation Administration, the CARES Act of 2020, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021, and the American Rescue Plan Act (ARPA) of 2021.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter given, it is agreed by and between the County and the Contractor as follows:

**1. EMPLOYMENT AND ACCEPTANCE**

The County hereby engages the Contractor as an independent contractor to provide shared-ride taxicab services for the County as described herein. The Contractor agrees to provide such services. It is understood that by entering into this Agreement, the County does not obtain any interest in the Contractor or any corporation or business enterprises affiliated with it. The Contractor’s personnel performing services under this Agreement shall at all times be under the Contractor’s exclusive direction and control and shall be the employees of the Contractor and not employees of the County. The Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, and worker’s compensation insurance and similar matters.

**2. SCOPE OF SERVICES OF THE CONTRACTOR**

For and in consideration of the contract compensation hereinafter set forth, the Contractor shall, upon receipt of the County’s notice to proceed, perform all work necessary to complete in a manner satisfactory to the County, the services set forth by, and in accordance with, the terms and provisions of the Request for Proposals to Provide Shared-Ride Taxi Services in the County of Ozaukee dated September 21, 2017 (“RFP 2017-002”) issued by the County and the Contractor’s response to RFP 2017-002, both of which are attached hereto as Exhibit A and incorporated herein by this reference, as well as this Agreement. In the event of any conflict, this Agreement shall take precedence over RFP 2017-002 and the Contractor’s response, and RFP 2017-002 shall take precedence over the Contractor’s response.

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

**Personal Computer Virus Protection**

Transit provider will maintain current virus protection levels on all personal computer workstations linked/attached to the Ozaukee County transit system network infrastructure. All external media received by the provider will be properly scanned for possible viruses or other network contaminants prior to loading files or programs on any personal computers attached to the Ozaukee County transit system network. Ozaukee County will maintain the virus protection on its network server containing the server related programs and data tables.

**Video Surveillance System**

The County agrees to provide and install front and rear-facing cameras in all transit vehicles leased under this contract in 2022 to improve safety for drivers and passengers. Cameras will record video and audio, and create a record of safety events.

The Contractor agrees to purchase and maintain a local server to store recorded events. Events shall include all collisions and safety events that occur on the transit vehicle, or in a transit facility, or while boarding or alighting. All events must be stored for a minimum of 121 days, and be supplied to the County upon request. Video and audio recorded for training purposes remains property of the Contractor. Samples of training video may be requested during the annual Public Transit Agency Safety Plan review.

The Contractor agrees to inform all driving staff that they will be recorded while in Transit vehicles.

### **3. COMMENCEMENT AND TERM**

The Contractor's obligation to provide service shall become effective on January 1, 2022, and continue through December 31, 2022.

### **4. COMPENSATION AND METHOD OF PAYMENT**

The County shall reimburse the Contractor based on the actual number of vehicle service hours at the agreed hourly rate minus fare box revenue. Vehicle service hour is defined as the time when a vehicle is available to the general public and there is an expectation of carrying passengers. It includes layover and recovery time, but excludes deadhead or vehicle maintenance/checkout or testing. Vehicle service hours shall be calculated as the total Driver Pay Hours minus Pre-Trip Hours.

Reimbursement is based on the actual expenses incurred by Contractor per month of service at the agreed upon rate of \$26.95 per service hour. The 2022 contract rate is calculated using the 2021 contract rate in June 2021 of \$24.53 per hour, increased by the CPI-U Midwest 12-month rate for June (5.8%), plus an additional \$1.00 per hour pass-through for driver wages. Reimbursement is sourced through a combination of fare box, state, federal and county funds and is subject to state and county audit.

Projected service hours are based on 2019 fleet schedules. The County and Contractor agree that the anticipated total vehicle service hours January 1, 2022 until December 31, 2022 shall be 58,800. The County and the Contractor agree that the maximum amount to be paid for transit operations under this contract is \$1,585,248. Contractor and County agree that this amount may be exceeded if agreed between the parties to provide more service hours or may be less if fewer service hours are provided. If by agreement the service hours are increased or decreased, any added or decreased compensation will be calculated based on the hourly rate contained in this paragraph for the year 2022.

Payment shall be made monthly following submission of an acceptable invoice indicating the actual service hours provided by Contractor not to exceed \$1,585,248, the maximum amount available under this contract, less actual fare box revenues and less any penalties assessed. The Contractor shall provide a report showing the ridership for each day of service with the monthly invoice. The parties agree that the provision of this contract relating to reduced or increased service hours and the County's payments for those hours are to more accurately reflect the actual payment for use under this contract.

The parties agree that the provisions of this Contract relating to overpayment or underpayment for services and the Contractor's regularly monthly accounts receivable for transit service rendered to the County are sufficient to protect the County from erroneous billing by the Contractor.

An audit of the Contractor's financial record for the contracted service provided during the period shall be performed by the Wisconsin Department of Transportation and Ozaukee County to determine the actual amounts of state and federal funds available to Ozaukee County under program guidelines, and the amount of any underpayment or overpayment in public funds to the Contractor shall be paid or refunded as appropriate within thirty (30) days following completion of said audit.

#### **5. PANDEMIC RESPONSE**

The County will reimburse the Contractor for expenses directly related to the COVID 19 pandemic through the CARES Act and the CRRSAA federal 5307 funds. COVID expenses will not count towards the annual limit defined in term (4). Expenses will be submitted by monthly invoice and will include an itemized description of expenses incurred. Expenses paid will be limited to personal protective equipment, hand sanitizer for vehicles, disinfectant, and other supplies for enhanced vehicle cleaning. The County will also reimburse the Provider for compensation paid for missed scheduled hours to STS drivers and dispatchers while in voluntary self-quarantine due to a confirmed exposure to or symptoms of the COVID 19 virus. Expenses will cease to be reimbursed when the pandemic is declared over or the CARES Act and CRRSAA funding is exhausted, whichever comes first.

#### **6. DRIVER INCENTIVES**

The County agrees to reimburse the Contractor for a new driver bonus payment to incentivize drivers hires. Ozaukee County Public Works Committee on November 18, 2021 approved a pass through for new STS drivers of \$750, payable after 3 months of employment for full time employees and 6 months of employment for part-time employees. Requests for payment shall be included as a separate line item on the monthly invoice. Documentation of the employee name and date of hire must accompany the invoice. All requests for bonuses must be submitted by the final invoice of this contract on January 10, 2023.

#### **7. FARES**

The Contractor shall keep all revenues collected. On a monthly basis, the Contractor shall report these revenues to the County and the amount will be deducted from the Contractor's invoice for that given month. The County shall have the right to set and adjust fares in its sole discretion.

#### **8. INSPECTIONS, ACCEPTANCE AND APPROVAL**

The County reserves the right and shall be at liberty to monitor all services during the Agreement period and shall have the right to reject all services which do not conform to RFP 2017-002, the Contractor's proposal, and this Contract. However, the County is under no duty to make such inspections and no inspection so made shall relieve the Contractor from any obligation to furnish services in accordance with this Agreement. The County may, at its option, require prompt replacement or correction of rejected work at Contractor's expense.

#### **9. TERMINATION**

For Convenience: The performance of work under the contract may be terminated by the County in whole or in part, whenever the County shall determine that such termination is in the best interests of the County. Any such termination shall be affected by the delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. After receipt of the notice of termination, the Contractor shall stop work under the contract on the effective date and to the extent specified in the notice of termination. It shall also stop all work by, or purchases from, any subcontractors providing services or materials for the County taxicab system. The written notice of termination shall be provided by the County at least ninety (90) days prior to its effective date. The County shall pay the Contractor in lieu of any other claims an amount specified in the cost proposal.

For Default: The County may terminate the whole or any part of this Agreement for default by written notice to the Contractor. Said default shall be deemed to occur if the Contractor fails to perform any service specified herein and does not cure said failures within ten (10) business days, after receipt of notice from the County specifying such failures. If the Contract is terminated, in whole or in part for default, the County may procure, upon such terms and in such manner as it may deem appropriate, equipment or services similar to those so terminated. The Contractor shall be liable to the County for any excess cost for such similar equipment and services, and shall continue the performance of this Contract

to the extent not terminated under the provisions of this clause, except with respect to default of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of clauses beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and such default arises out of a cause beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the requirements of the service contract. The rights and remedies of the County under this clause are not exclusive and are in addition to any other rights and remedies pursuant to law or to the terms of this Agreement.

**10. WAIVER**

It is understood and agreed that failure by the County at any time to assert any right or remedy conferred upon it by this Agreement shall not preclude the assertion by the County of such right or remedy at a later date.

**11. ASSIGNMENT**

This Agreement shall not be assigned, transferred, hypothecated, or pledged by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. This Agreement shall be binding upon the successors or assigns of the respective parties.

**12. NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall be served personally or by mail. Notices to the County shall be directed to:

Jon Edgren, Public Works Director  
Ozaukee County Highway Department  
410 South Spring Street  
P. O. Box 994  
Port Washington, Wisconsin 53074-0994

Notices to Contractor shall be directed to:

Kenn Jones, Region Vice President  
Specialized Transportation Services, Inc.  
2151 W. Washington Street  
P.O. Box 285  
West Bend, WI 53095

**13. FURTHER ACTION**

The parties hereto shall execute and, if necessary, acknowledge and deliver any and all documents and papers and take all such further action as may be necessary or desirable to carry out and effectuate the full purpose and intent of this Agreement.

**14. SEVERABILITY AND INTENT**

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

**15. INDEMNIFICATION**

Contractor agrees to indemnify, hold harmless and defend the County and its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of acts or omissions of any agent or employee of the Contractor.

**16. INSURANCE**

The Contractor agrees that it will at all times during the term of this Agreement, keep in force and effect the insurance policies as outlined below or in the equivalent aggregate amount, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Upon execution of this agreement, Contractor shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract and additional insured status if required. The County, through its County Clerk, shall be given thirty (30) days advance notice of cancellation, non-renewal or material reduction of coverages, scope or limits during the term of this agreement.

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

**Limits of Liability not less than: \$1,000,000 General Aggregate**

*\$1,000,000 Personal Injury*

*\$1,000,000 Each Occurrence*

The County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- b. Automobile Liability Insurance Business automobile policy covering all owned, leased, hired and non-owned private passenger autos and commercial vehicles. Limit of Liability not less than \$1,000,000 combined single limit.
- c. Comprehensive/Collision Insurance. Ozaukee County will provide collision and comprehensive insurance coverage for all Ozaukee County owned vehicles leased to the contractor for use in the Shred-Ride Taxi Program.
- d. Worker's Compensation and Employers' Liability Insurance Statutory Workers Compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- e. Umbrella Liability Insurance Coverage to be in excess of employers' liability, commercial general liability, and automobile liability insurance required above.

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

*\$4,000,000 aggregate.*

NOTE: Certificates of Insurance must be provided to Ozaukee County upon execution of this Agreement and upon renewal of the insurance policies or when any revisions are made to the insurance coverage. In the event any action, suit, or other proceeding is brought against the County upon any matter here indemnified against, the Contractor shall, within five (5) working days give notice thereof to the County and shall cooperate with the County's attorneys in the defense of the action, suit, or other proceeding.

**17. AUDIT AND INSPECTION OF RECORDS**

The Contractor shall permit authorized representatives of the Federal, State, and County governments to inspect and audit all data and records of the Contractor as they relate to this contract. Said right shall extend to any subsidiary, subcontractor or parent corporations which relate to the provision of service under the contract. The right to inspect and audit records shall extend until the expiration of five (5) years after final payment under the contract. For records which relate to appeals, litigation of the settlement of claims arising out of the performance of this contract, or costs and expenses of this Contract as to which exception has been taken, the period of inspection and auditing shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

**18. RECORDS AND REPORTS**

The Contractor shall be responsible for maintaining records of operating and financial information, and for completing in a timely manner all required Federal, State, and local reports relative to this service, including the driver logs, dispatcher records, monthly report, and quarterly and annual reports outlined in RFP 2017-002 and any other reports requested by

the County. This would include maintaining all records and completing all reports necessary to comply with State requirements for reporting ridership, revenues, and levels of service. To verify payment, the Contractor shall submit by the tenth (10) day of each month the required monthly report using a form approved by the County.

**19. FORCE MAJEURE**

The Contractor shall not be liable to the County for any failure, delay, or interruption of service, or for any failure or delay in the performance of any obligation under this Agreement due to acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel, strikes of employees, or other similar acts beyond the reasonable control of the Contractor.

**20. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the carrying out of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin, or any other reason prohibited by law.

**21. OFFICIALS NOT TO BENEFIT**

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or any benefit arising therefrom.

**22. INTEREST TO PUBLIC OFFICIALS**

No officer or employee of the County during that person's tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

**23. INELIGIBLE CONTRACTOR**

The Contractor hereby certifies that it is not included on the U.S. Comptroller General's Consolidated List of ineligible contractors. The Contractor assures that it will comply with the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion/Lower Tier Covered Transaction, as stated in RFP 2017-002.

**24. SPECIAL PROVISIONS FOR PUBLIC FINANCIAL ASSISTANCE PROGRAMS**

Without limiting the generality of the incorporation of RFP 2017-002 as set forth in Section 2 of this Agreement, all of the provisions of RFP 2017-002 as set forth in Exhibit A are specifically made a part of this Agreement.

**25. TITLE VI CIVIL RIGHTS ACT**

The Contractor shall assure that no person shall, on the ground of race, color, creed, sex, age, national origin, disability, or other grounds prohibited by law be denied the benefits of the contracted service.

**26. AMERICANS WITH DISABILITIES ACT**

In connection with the performance of this Agreement, the Contractor will cooperate with the County in seeing that the taxicab service is provided in a manner which is consistent with the requirements of the Americans with Disabilities Act.

**27. FEDERAL DRUG AND ALCOHOL TESTING**

In connection with the performance of this Agreement, the Contractor will fully implement the FTA rules in regard to drug and alcohol testing rules and regulations for employees of public transit systems. The contractor will establish the required anti-drug and alcohol programs--including education, training, and testing elements--and shall provide written reports as required by the County. The contractor will complete the Internet filing required by the FTA through <http://damis.dot.gov>. The deadline for filing is March 15<sup>th</sup> after the previous year end.

**28. PUBLIC TRANSIT AGENCY SAFETY PLAN**

The Provider agrees to participate in the County's Public Transit Agency Safety Plan, as stipulated by the Federal Transit Administration. The Provider agrees to designate an individual within the organization to be responsible for safety on the Shared Ride Taxi. The Provider also agrees to conduct regular safety trainings and evaluations, and provide documentation of the safety program to the County.

**29. CLEAN WATER**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U. S. C. 1251 et seq. The Contractor agrees to report each violation to the County

and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

### **30. CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U. S. C. §§7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

### **31. ENERGY CONSERVATION**

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

### **32. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor agrees to comply with and acknowledges that the provisions of The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 Et. Seq. and U.S.D.O.T. regulations, "Program Fraud Civil Remedies", 49 CFR Part 31, apply to its actions pertaining to this project and as outlined in RFP 2017-002.

### **33. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

### **34. BREACHES AND DISPUTE RESOLUTION**

The Contractor agrees to comply with the breaches and dispute resolution as set forth in RFP 2017-002.

### **35. NOTIFICATION OF CURRENT OR PROSPECTIVE LEGAL MATTERS THAT MAY AFFECT THE FEDERAL GOVERNMENT**

The contractor acknowledges that the provisions of the FTA master agreement, section 39(b), apply to its actions pertaining to this project. Upon execution of the underlying contract, the contractor certifies or affirms that if a current or prospective legal matter that may affect the federal government emerges, the contractor must notify Ozaukee County Transit Services. (1) the types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the federal government as a party to litigation or a legal disagreement in any forum for any reason. (2) matters that may affect the federal government include, but are not limited to, the federal government's interest in the award, the accompanying underlying agreement, and any amendments thereto, or the federal government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor agrees to include the above clause or similar clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

### **36. COMPLIANCE WITH LAWS**

The Contractor shall comply with all Federal, State and Local laws, rules and regulations.

### **37. INSPECTIONS OF SERVICE**

The County reserves the right to inspect Contractor's operation and service in any amount and at any time the County deems to be appropriate. Selected County employees, or designees of the County, shall be permitted free passage on Contractor's vehicles for the purpose of performing said inspection of actual service.

### **38. AVAILABILITY OF DOCUMENTS**

All proposals become the property of the County. As such, they are subject to the Freedom of Information Act and open records laws of the State of Wisconsin.

### **39. CERTIFICATION AND GUARANTEES**



The Contractor must complete and submit statements certifying bidder eligibility and non-collusion, and procurement integrity. Contractors with bids of \$100,000 or more must complete and submit a statement certifying agreement to restrictions on the use of Federal funds for lobbying. The required certification forms are included in the Appendices to RFP 2017-002.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**OZAUKEE COUNTY**

**SPECIALIZED TRANSPORT SERVICES INC.**

By: \_\_\_\_\_  
Jason Dzwinel  
County Administrator

By \_\_\_\_\_  
Kenn Jones  
Regional Vice President

By: \_\_\_\_\_  
Joy Neilson-Loomis  
Transit Superintendent

## Vehicle Lease

WHEREAS, it is proposed that vehicles purchased by **OZAUKEE COUNTY** be leased from **OZAUKEE COUNTY** by **SPECIALIZED TRANSPORT SERVICES INC.** located at 2151 W. Washington Street ,West Bend, WI 53095 and operated by said Lessee under the terms of certain licenses granted by the County and its agreement to provide **SHARED RIDE TAXI** service **dated October 17, 2017** copies of which documents are attached hereto and incorporated herein by reference.

The Lessor shall and does hereby lease the following vehicles to the Lessee for a period of **one year**, commencing **January 1, 2022** on the following terms and conditions:

Vehicle I.D.#	Year	Make	Type	VIN#	License #	Fuel	ADA	Capacity
139	2014	Dodge	ADA-Cara	2C7WDGBGXER327247	88450	UNL	YES	4/1WC
140	2014	Dodge	ADA-Cara	2C7WDGBG1ER327248	88449	UNL	YES	4/1WC
147	2016	Toyota	Prius	JTDKBRFU1G3001300	60707	UNL	NO	4AMB
149	2016	Toyota	Prius	JTDKBRFU4G3509678	64518	UNL	NO	4AMB
150	2016	Dodge	ADA-Cara	2C7WDGBG3GR386613	95198	UNL	Yes	3/1WC
151	2017	FORD	Starcraft	1FDEE3FS3HDC28575	95870	UNL	Yes	8am/6amb-2wc
152	2017	FORD	Starcraft	1FDEE3FS5HDC28576	95868	UNL	Yes	8am/6amb-2wc
153	2017	FORD	Starcraft	1FDEE3FS7HDC28577	95864	UNL	Yes	8am/6amb-2wc
154	2017	FORD	Starcraft	1FDEE3FS0HDC68418	97660	UNL	YES	8am/6amb-2wc
155	2017	Dodge	ADA-Cara	2C7WDGBG6HR838653	97588	UNL	YES	3/1wc
156	2017	Toyota	Prius	JTDKBRFU8H3054299	98185	UNL	NO	4 Amb
157	2017	Toyota	Prius	JTDKBRFU2H3056176	98186	UNL	NO	4 Amb
158	2017	FORD	METROLITE	1FDEE3FSXHDC77501	98493	UNL	YES	4A/2WC
159	2017	FORD	METROLITE	1FDEE3FS1HDC77502	98470	UNL	YES	4A/2WC
160	2018	FORD	METROLITE	1FDEE3FSXJDC06367	82490	UNL	YES	4A/2WC
161	2018	FORD	METROLITE	1FDEE3FS3JDC06369	83542	UNL	YES	4A/2WC
162	2018	Ford	Starcraft	1FDEE3FS6KDC04651	C11600	UNL	YES	8am/6amb-2wc
163	2018	FORD	Starcraft	1FDEE3FS8KDC04652	C10897	UNL	YES	8am/6amb-2wc
164	2019	FORD	Bariatric Van	1FDZX2CM5KKB48371	C13808	UNL	YES	6am/2am-2wc
165	2019	Ford	METROLITE	1FDEE3F66KDC49396	C13835	UNL	YES	8am/6amb-2wc
166	2019	Dodge	Caravan	2C4RDGBG3LR197111	c15594	UNL	NO	6
167	2019	Dodge	Caravan	2C4RDGBG5LR197112	C15405	UNL	NO	6
169	2021	Ford	Escape Hybrid	1FMCU0BZ8MUA13666	C17779	UNL	NO	3
170	2021	Ford	Escape Hybrid	1FMCU0BZ9MUA15054	C17784	UNL	NO	3
171	2021	Ford	Escape Hybrid	1FMCU0BZ4MUA78014	C18860	UNL	NO	3
172	2021	Ford	Escape Hybrid	1FMCU0BZ8MUA78176	C18858	UNL	no	3

173	2021	Chrysler	Voyager	2C4RC1CGXMR580186	U5857Z temp	UNL	NO	6
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NOW, THEREFORE, it is agreed by and between **OZAUKEE COUNTY**, as Lessor and as Lessee, **SPECIALIZED TRANSPORT SERVICES INC.** as follows:

1. Lessee shall lease said vehicles and operate the same in accordance with its authority to operate Shared Ride Taxi service in Ozaukee County and surrounding area pursuant to the licenses and agreement set forth therein, copies of which are attached hereto and incorporated herein by reference.
2. The vehicles shall only be used by the Lessee for the purpose of providing Shared Ride Taxi service in accordance with its operating assistance contract referred to above.
3. The Lessee shall immediately notify the County if the vehicles are no longer used in the provision of Shared Ride Taxi service. The Lessee shall also keep satisfactory records with regard to the use of the equipment and submit to the County upon request such information as may be required by the County to assure compliance.
4. The Lessor shall perform preventive maintenance on the vehicles at a level no less than the manufacturer's recommended specifications and in accordance with state requirements. The vehicles shall be maintained in good operating order.
5. The Lessee shall make the vehicles available to the Wisconsin Department of Transportation (Department) and the County upon demand for the purpose of an annual verification or other inspections deemed necessary by the Department or County.

6. Insurance:

The Contractor agrees that it will at all times during the term of this lease, keep in force and effect insurance policies as outlined below or in an equivalent aggregate amount, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the County. Such insurance shall be primary. Upon execution of this lease, Contractor shall furnish the County with a Certificate of Insurance and upon request, certified copies of the required insurance policies. The Certificate shall reference this contract and additional insured status if required. The County, through its County Clerk, shall be given thirty (30) days advance notice of cancellation, non-renewal or material reduction of coverages, scope or limits during the term of this agreement.

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

*Limits of Liability not less than: \$1,000,000 General Aggregate  
\$1,000,000 Personal Injury  
\$1,000,000 Each Occurrence*

The County, its boards, commissions, agencies, officers, employees and representatives shall be named as additional insured and so stated on the Certificate of Insurance.

- b. Automobile Liability Insurance: Business automobile policy covering all owned, Leased, hired and non-owned private passenger autos and commercial vehicles. Limit of Liability not less than \$1,000,000 combined single limit.

7. Lessor reserves the right to require the Lessee to restore the vehicles or pay for damages to the vehicles as a result of abuse or misuse of such vehicles with Lessee's knowledge and consent.
8. In consideration of Lessor allowing Lessee to use these vehicles, Lessee shall abide by and perform the obligations outlined in this Lease.
9. In the event of a default on the part of the Lessee in the payment of its lease required hereunder, or by its failure to perform any of its other obligations under this agreement, the Lessor may, at its option, declare this lease terminated and may take immediate possession of the vehicle leased hereunder, without notice.

This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

**OZAUKEE COUNTY**

**SPECIALIZED TRANSPORT SERVICES INC.**

By: \_\_\_\_\_  
Jason Dzwinel  
County Administrator

By: \_\_\_\_\_  
Kenn Jones  
Regional Vice President

## HAND-HELD RADIO EQUIPMENT LEASE

This equipment lease is between **OZAUKEE COUNTY** with an address of 121 West Main Street, Port Washington, Wisconsin 53074-0994, referred to as “Lessor” and **SPECIALIZED TRANSPORT SERVICES, INC.**, address, Wisconsin 54221-0476, referred to as “Lessee.”

It is agreed between **OZAUKEE COUNTY**, as Lessor, and **SPECIALIZED TRANSPORT SERVICES, INC.**, as Lessee, that in consideration of the following covenants and conditions, Lessor leases to Lessee those items of equipment commonly known as “hand-held radios” as described in Schedule A which is attached and made a part of this agreement also included is the radio base station. Those items shall be referred to as the equipment and shall be leased for the time periods stated in this agreement subject to the following terms and conditions.

1. The term of this lease shall be January 1, 2022 terminating on December 31, 2022.
2. Lessee is not required to pay rental for the equipment. The consideration for the use of the equipment shall be the enhanced operation of the Shared Ride Taxi service.
3. The hand-held radio equipment shall be kept at **Ozaukee County Transit Services**, 741 West Oakland Avenue, Port Washington, Wisconsin and used by **SPECIALIZED TRANSPORT SERVICES, INC.** employees along with the radio base station be kept at **Ozaukee County Transit Services**, and used for dispatching their employees in the shared-ride taxi program vehicles used by Lessee when operating the Shared Ride Taxi service program that Lessee is contracted to provide to Lessor.
4. Lessee shall operate the equipment in the manner specified for its use and shall not use the equipment in any manner other than for purposes of providing services under the Shared Ride Taxi service program.
5. Lessee shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of that equipment.
6. Lessee agrees to keep the equipment in good repair and operating condition, allowing reasonable wear and tear. Lessor agrees to pay for all expenses of maintaining and repairing the equipment to keep it in peak operating condition. Expenses of repair shall include labor, materials, parts and similar items. Lessee is responsible for all damage or loss due to negligence by Lessee or his employees.
7. Lessor shall have the right at any time, during Lessee's normal business hours to inspect the equipment and shall be given free access to allow such inspections for purposes of determining that the equipment is being used appropriately.
8. Upon expiration of the lease, Lessee at its own expense shall deliver the equipment in good condition, ordinary wear and tear resulting from proper use alone expected, and free and clear of encumbrances to Lessor at such location as Lessor may designate.
9. Lessee assumes and shall bear the entire risk of loss, theft, destruction or damage of or to any part of the equipment from any cause whatsoever, whether or not covered by insurance and no such loss shall release Lessee of its obligation under this agreement in the event of loss or damage. Lessee, at the sole option of Lessor, shall either at Lessee's expense, repair the equipment to satisfaction of Lessor or at Lessee's expense and to the satisfaction of Lessor, replace the equipment with similar or like equipment in good condition and repair and of comparable value.
10. Lessee shall provide, maintain and pay for insurance against the loss or theft of or damage to the equipment, for its full replacement value with Lessor as a loss payee and maintain liability and property damage insurance as necessary to cover the equipment.

11. Lessee may not without Lessor’s prior written consent assign, transfer, pledge or otherwise dispose of the equipment or any interest therein nor sublet or lend the equipment or permit it to be used by anyone other than Lessee or Lessee’s employees and then only for purposes of providing services under the Shared Ride Taxi service program.
12. This lease may be terminated by either party upon thirty (30) days written notice to the other party and the equipment shall then be returned to Lessor under the conditions specified under other provisions of this lease agreement.
13. Any notices in this agreement shall be mailed to the addresses of the parties involved at the addresses listed as set forth in this lease.
14. This instrument constitutes the entire agreement between Lessor and Lessee and shall not be amended, altered or changed except by written agreement signed by the parties. Any extension of this lease must enter in written form and agreed to by both parties.
15. This lease shall be shall be governed by and construed under the laws of the State of Wisconsin.
16. The equipment leased is and will at all times remain the personal property of Lessor and title and ownership of that equipment shall at all times remain with Lessor unless specifically transferred to Lessee. Lessee shall have only the right to retain possession of such equipment pursuant to the conditions of this lease, and if any provisions of this lease are violated, Lessor may request immediate return of the equipment to Lessor.
17. Lessee shall not assign this Lease or any equipment leased under the lease without Lessor’s prior written consent nor sublet the equipment or any part of it without Lessor’s prior written consent.
18. This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

Dated this first day of January, 2022.

**OZAUKEE COUNTY**

**SPECIALIZED TRANSPORT SERVICES, INC.**

By: \_\_\_\_\_  
Jason Dzwinel  
County Administrator

By: \_\_\_\_\_  
Kenn Jones  
Regional Vice President

**SCHEDULE A: HAND-HELD RADIO EQUIPMENT LIST**

<b>Equipment I.D. #</b>	<b>Serial Number</b>	<b>Assigned to Vehicle</b>
1	9609555	165
2	9609059	166
3	9609677	167
4	9609547	144
5	9609495	145
6	9609016	146
7	9608750	168
8	9608980	139
9	9608923	140
10	9609612	147
11	Unable to See	148
12	9608880	149
13	9609584	150
14	9608881	151
15	9609046	152
16	9609580	156
17	9607906	157
18	9607900	158
19	9615666	153
20	9609554	154
21	9608992	155
22	9609583	159
23	9609603	160
24	9607871	161
25	Unable to see	162
26	Unable to see	163
27	Unable to See	164
28	Unable to See	Spare

### **Automatic Vehicle Locator & Mobile Data Computer EQUIPMENT LEASE**

This equipment lease is between **OZAUKEE COUNTY** with an address of 121 West Main Street, Port Washington, Wisconsin 53074-0994, referred to as “Lessor” and \_\_\_\_\_ referred to as “Lessee.”

It is agreed between **OZAUKEE COUNTY**, as Lessor, and **SPECIALIZED TRANSPORT SERVICES, INC** as Lessee, that in consideration of the following covenants and conditions, Lessor leases to Lessee those items of equipment commonly known as “AVL/MDC” as described in Schedule B which is attached and made a part of this agreement. Those items shall be referred to as the equipment and shall be leased for the time periods stated in this agreement subject to the following terms and conditions.

1. The term of this lease shall be for the years of 2022 terminating on December 31, 2022. This lease is effective on the date this lease is executed and signed by the parties.
2. Lessee is not required to pay rental for the equipment. The consideration for the use of the equipment shall be the enhanced operation of the Shared Ride Taxi service.
3. The AVL/MDC equipment shall be kept in the taxi vehicles at Ozaukee County Transit Services, 741 West Oakland Avenue, Port Washington, Wisconsin and used by \_\_\_\_\_ employees and used for onboard dispatching in the shared-ride taxi program vehicles used by Lessee when operating the Shared Ride Taxi service program that Lessee is contracted to provide to Lessor. Any spare AVL/MDC equipment shall be kept at Transit Services.
4. Lessee shall operate the equipment in the manner specified for its use and shall not use the equipment in any manner other than for purposes of providing services under the Shared Ride Taxi service program.
5. Lessee shall use the equipment in a careful and proper manner and shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of that equipment.
6. Lessee agrees to keep the equipment in good repair and operating condition, allowing reasonable wear and tear. Lessee agrees to pay for all expenses of maintaining and repairing the equipment to keep it in peak operating condition. Expenses of repair shall include labor, materials, parts and similar items.
7. Lessor shall have the right at any time, during Lessee's normal business hours to inspect the equipment and shall be given free access to allow such inspections for purposes of determining that the equipment is being used appropriately.
8. Upon expiration of the lease, Lessee at its own expense shall deliver the equipment in good condition, ordinary wear and tear resulting from proper use alone expected, and free and clear of encumbrances to Lessor at such location as Lessor may designate.
9. Lessee assumes and shall bear the entire risk of loss, theft, destruction or damage of or to any part of the equipment from any cause whatsoever, whether or not covered by insurance, and no such loss shall release Lessee of its obligation under this agreement in the event of loss or damage. Lessee, at the sole option of Lessor, shall either at Lessee's expense, repair the equipment to satisfaction of Lessor or at Lessee's expense and to the satisfaction of Lessor, replace the equipment with similar or like equipment in good condition and repair and of comparable value.



10. Lessee shall provide, maintain and pay for insurance against the loss or theft of or damage to the equipment, for its full replacement value with Lessor as a loss payee and maintain liability and property damage insurance as necessary to cover the equipment.
11. Lessee may not without Lessor's prior written consent assign, transfer, pledge or otherwise dispose of the equipment or any interest therein nor sublet or lend the equipment or permit it to be used by anyone other than Lessee or Lessee's employees and then only for purposes of providing services under the Shared Ride Taxi service program.
12. This lease may be terminated by either party upon thirty (30) days written notice to the other party and the equipment shall then be returned to Lessor under the conditions specified under other provisions of this lease agreement.
13. Any notices in this agreement shall be mailed to the addresses of the parties involved at the addresses listed as set forth in this lease.
14. This instrument constitutes the entire agreement between Lessor and Lessee and shall not be amended, altered or changed except by written agreement signed by the parties. Any extension of this lease must enter in written form and agreed to by both parties.
15. This lease shall be shall be governed by and construed under the laws of the State of Wisconsin.
16. The equipment leased is and will at all times remain the personal property of Lessor and title and ownership of that equipment shall at all times remain with Lessor unless specifically transferred to Lessee. Lessee shall have only the right to retain possession of such equipment pursuant to the conditions of this lease, and if any provisions of this lease are violated, Lessor may request immediate return of the equipment to Lessor.
17. Lessee shall neither assign this Lease nor any other equipment leased under this lease without Lessor's prior written consent nor sublet the equipment or any part of it without Lessor's prior written consent.
18. This agreement shall extend to and be binding upon the parties hereto and their respective successors and assigns.

Dated this 1 day of January, 2022

**OZAUKEE COUNTY**

**SPECIALIZED TRANSPORT SERVICES, INC.**

By: \_\_\_\_\_  
Jason Dzwinel  
County Administrator

By: \_\_\_\_\_  
Kenn Jones  
Regional Vice President

**SCHEDULE B: AVL/MCD EQUIPMENT LIST**

ID	IMEI	Mobile Number	Description	Date Acquired
2101	351026511845349	262-339-7449	Samsung Tab A7 Lite	10/27/2021
2102	351026511856007	262-339-7594	Samsung Tab A7 Lite	10/27/2021
2103	351026511856080	262-339-7610	Samsung Tab A7 Lite	10/27/2021
2104	351026511855983	262-339-7612	Samsung Tab A7 Lite	10/27/2021
2105	351026511854283	262-339-7621	Samsung Tab A7 Lite	10/27/2021
2106	351026511856197	262-339-7652	Samsung Tab A7 Lite	10/27/2021
2107	351026511856056	262-339-7662	Samsung Tab A7 Lite	10/27/2021
2108	351026511856262	262-339-7686	Samsung Tab A7 Lite	10/27/2021
2109	351026511855843	262-339-7688	Samsung Tab A7 Lite	10/27/2021
2110	351026511856031	262-339-7704	Samsung Tab A7 Lite	10/27/2021
2111	351026511846313	262-339-7860	Samsung Tab A7 Lite	10/27/2021
2112	351026511855165	262-339-7902	Samsung Tab A7 Lite	10/27/2021
2113	351026511854945	262-339-7955	Samsung Tab A7 Lite	10/27/2021
2114	351026511854622	262-339-8031	Samsung Tab A7 Lite	10/27/2021
2115	351026511854861	262-339-8043	Samsung Tab A7 Lite	10/27/2021
2116	351026511858797	262-339-8076	Samsung Tab A7 Lite	10/27/2021
2117	351026511855306	262-339-8091	Samsung Tab A7 Lite	10/27/2021
2118	351026511848764	262-339-8094	Samsung Tab A7 Lite	10/27/2021
2119	351026511855025	262-339-8108	Samsung Tab A7 Lite	10/27/2021
2120	351026511857260	262-339-8110	Samsung Tab A7 Lite	10/27/2021
2121	351026511857229	262-339-8132	Samsung Tab A7 Lite	10/27/2021
2122	351026511845380	262-339-8144	Samsung Tab A7 Lite	10/27/2021
2123	351026511849937	262-339-8149	Samsung Tab A7 Lite	10/27/2021
2124	351026511848988	262-339-8156	Samsung Tab A7 Lite	10/27/2021
2125	351026511858425	262-339-8174	Samsung Tab A7 Lite	10/27/2021
2126	351026511854804	262-339-8227	Samsung Tab A7 Lite	10/27/2021
2127	351026511855694	262-339-8245	Samsung Tab A7 Lite	10/27/2021
2128	351026511858755	262-339-8257	Samsung Tab A7 Lite	10/27/2021
2128	351026511855124	262-339-8260	Samsung Tab A7 Lite	10/27/2021
2130	351026511852691	262-339-8283	Samsung Tab A7 Lite	10/27/2021
2131	351026511848434	262-339-8305	Samsung Tab A7 Lite	10/27/2021




ATTACHMENT 5

**Ozaukee County Strategic Priorities 2020-2024**

<https://www.co.ozaukee.wi.us/369/Strategic-Planning>

February 1, 2021



## 2020-2024 Strategic Plan

**Mission**  
Ozaukee County government, as an administrative arm of the State of Wisconsin, will sustain and enhance the quality of life for all citizens by being proactive, innovative, and responsive in providing quality services in a fiscally responsible manner.

**Vision**  
Ozaukee County...Forward Focused

**Guiding Principles**

1. Access and Service
2. Employee Development and Support
3. Environment of Trust Information, Outreach and Marketing
4. Proactive Approach
5. Relationship Building
6. Safety External and Internal

**I. ENHANCE SAFETY FOR AT-RISK POPULATIONS**  
Lead: Lisa Drake (Director of Human Services)  
 Future State: We are recognized as a community that provides exceptional public services to its residents. We provide effective services that help at-risk populations achieve self-sufficiency.

A. Evaluate and Prepare for Growth in Aging Population	C. Evaluate the Need for Specialized Courts
B. Increase Behavioral Health (Substance Abuse, AODA, & Mental Health) Treatment and Support	D. Strengthen Reintroduction Services for People Leaving Jail
	E. Create Healthy and Safe Environments for Families

**II. PROVIDE A SAFE AND EFFICIENT TRANSPORTATION SYSTEM FOR ALL OZAUKEE COUNTY RESIDENTS**  
Lead: Jon Edgren, Public Works Director, and Jay Nelson, Transit Superintendent  
 Future State: Transportation infrastructure is in place and safe to meet current and future resident and business needs.

A. Assess Existing Operations (Annual Report 2020Q2)	C. Implement Innovative Public Transportation Solutions
B. Focus on Hwy Transportation Planning	D. Expand Regional Transportation Services

**III. ENHANCE OUR QUALITY OF LIFE ASSETS**  
Lead: Andrew Struck and Andy Holschbach  
 Future State: County residents are proud of the natural, cultural and recreational assets of the County. We focus on environmental stewardship in everything we do.

A. Increase Preservation and Restoration of Important Environmentally Sensitive Lands and Farmland	
B. Improve Our Water Quality	
C. Develop Recreational and Cultural Destinations for Tourism, Residents and Businesses	

**IV. PROMOTE THE COUNTY AND ENGAGE CITIZENS**  
Lead: Jason Wittek / Jason Dawine!  
 Future State: An engaged and informed citizenry, which builds trust and confidence in Ozaukee County government. Be an Ozaukee Co. government that provides transparency, which encourages meaningful participation in county government, and in the community. Leverage Ozaukee County resources to spotlight the unique attributes and drawing power of Ozaukee County for residents, and visitors alike. We have a social media strategy and website that tells our story, about who we are, what we do, and why we are a great place to work and live.

A. Enhance Our Communication, Website and Marketing	
B. Highlight Ozaukee County Governments' Role in Making Us a Premier Destination	

**V. DEVELOP OUR CULTURE AND EMPLOYEES**  
Lead: Chris McDonell / Jason Dawine!  
 Future State: 80% employee engagement that drives lower turnover and absenteeism, better workplace safety, and improved customer satisfaction.

A. Maintain Competitive Wages and Benefits	E. Improve Internal Communications
B. Study and Improve Organizational Culture	F. Recruit and Retain Qualified County Employees
C. Develop Proactive Leadership	G. Improve Employee Recognition
D. Develop and Deliver Staff Training	

**VI. STREAMLINE COUNTY PROCESSES AND BUILD A PERFORMANCE EXCELLENCE CULTURE**  
Lead: Chad Belke / Jason Wittek  
 Future State: Ozaukee County has a performance excellence culture built on communication, information, and innovation year-round and the ability to navigate through budgetary constraints with responsible planning and informed decision making using meaningful policy and budgetary data analysis.

A. Strengthen Our Long-Term Financial and Budget Processes	
B. Develop and Implement Performance Management	
C. Simplify and Improve Internal and External Communication and Information Provided	

<b>Strategic Objective: C. Implement Innovative Public Transportation Solutions</b>				
<b>Tactic</b>	<b>Owner</b>	<b>Target Timeline (mo/yr-mo/yr)</b>	<b>Status</b>	<b>2022 Q3 Update</b>
1. Increase/streamline accessibility of countywide transportation services to disabled, elderly, and veteran clients through coordination with external agencies, municipalities and non-profits	Joy Neilson-Loomis	10/2020 - 12/2022	In-Progress - 25%	Ozaukee County Coordinated Transportation Committee Launched; Ozaukee Transit partnering with Interfaith Caregivers of Ozaukee's Mobility Management program to develop a streamlined intake for transportation services.
2. Align the transportation portfolio of services with the long-term needs of the County a. Service, b. Infrastructure	Joy Neilson-Loomis	2023	In-Progress - 25%	Commuter Express service right-sized for current needs; Flex-route service being explored.
3. Explore alternative funding sources through partnerships with private firms for a. Medical center rides b. Access to workers/jobs	Joy Neilson-Loomis	6/2023 - 6/2024	Not Started	
4. Partner with Ozaukee Co. HR to potentially develop transportation options for County Employees a. Analyze cost-benefit of county transit option for Lasata employee vs. retention costs b. Work with Lasata to develop targeted routes	Joy Neilson-Loomis	2023	Not Started	

<b>Strategic Objective:</b>		<b>D. Expand Regional Transportation Services</b>			
<b>Tactic</b>	<b>Owner</b>	<b>Target Timeline (mo/yr-mo/yr)</b>	<b>Status</b>	<b>2022 Q3 Update</b>	
1. Implement Washington County transit merger	Joy Neilson - Loomis	1/2020 - 12/2022	Complete	Counties decided not to pursue a transit merger. Cross-county service continued through a MOU. Transit Superintendent remains a joint position.	
2. Explore development and planning of flexible shuttles to expand transportation from MKE to OZ County	Transit Services	6/2022 - 6/2024	In-Progress - 25%	Approval given to move forward with the initial planning stages. Final proposal expected in Spring 2023.	