

INFORMATION TO OFFERORS COVER SHEET

SOLICITATION NUMBER: _____

THE ENCLOSED SOLICITATION COVERS THE PERIOD: 01/01/2013 THRU
12/31/2013

ISSUING ENTITY: City of Stoughton
381 E. Main Street
Stoughton, WI 53589

CONTACT INFORMATION FOR PROCUREMENT ADMINISTRATOR:
Laurie Sullivan, Finance Director
lsullivan@ci.stoughton.wi.us
608-873-6691

SHARED-RIDE TAXI SERVICE TO BE PURCHASED:

POINT OF CONTACT FOR INFORMATION (Name & Tel. No.):
Laurie Sullivan, Finance Director
608-873-6691

ADDRESS: 381 E. Main Street
Stoughton, WI 53589

**REQUEST FOR PROPOSALS
TO PROVIDE SHARED-RIDE TAXI SERVICES
IN THE CITY OF STOUGHTON**

Issued by

The City of Stoughton

Issue Date

_____, 20__

**Proposals must be submitted
no later than 4:00 PM
November 16, 2012**

LATE PROPOSALS WILL BE REJECTED

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

Submitting the proposal:

Identify the outside of the proposal as **“RFP Shared Ride Taxi.”** Include the pricing proposal in a separate sealed envelope identified as **“Pricing Proposal.”** Include the pricing proposal **only** with the proposal marked as **“Original / Procurement Administrator’s Copy.”**

Offerors must submit, in a sealed package, **One Original** (identified as such) **AND 5 copies** of all materials required for acceptance of their proposal **on or before 4:00 PM, November 16, 2012** to the following address:

Attn: Laurie Sullivan, Finance Director
381 E. Main Street
Stoughton, WI 53589

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PART I - GENERAL INFORMATION

- A. **General Description.** Qualified contractors are being sought to provide shared-ride taxi services in the specified service area and under the conditions set forth herein. The service requested will be a door-to-door, demand-responsive, advanced reservation, shared-ride taxi service that is made available to the general public.
1. Scheduled service is normally seven days a week with specific daily hours identified in this solicitation. The service is available to disabled individuals with the contractor responsible for assisting such passengers into and out of the accessible vehicle.
 2. Some vehicles and radio equipment may be available through a lease arrangement. Other required services include telephone communications with users, dispatching, driving, maintenance, and record keeping.
- B. **Not Applicable 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.
- C. **Contractor Selection.** The Municipality 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 proposed fare structure, 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.
- D. **Contract Term.** One contract will be awarded which will cover the period **01/01/2013** through **12/31/2013**. The contract will contain four 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. Possess a fleet of at least four vehicles including at least two vehicles that are handicap accessible.
2. Maintain and operate an automated dispatch and control system at a centralized office location, staffed during all operating hours, with a dedicated radio communications system between the dispatch office and vehicle operators.
3. At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.
4. Possess database software that tracks ridership and revenue activity and provides reports for such data which can be used for current and historical data purposes.

NOT APPLICABLE PART II - PRE-PROPOSAL CONFERENCE

- A. Depending upon the complexity of the procurement or the number of anticipated potential Offerors on the pending procurement, WisDOT may approve the hosting of a pre-proposal conference. If WisDOT has approved the hosting of a pre-proposal conference, the conference is tentatively scheduled to be held on **NA** at:

- 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.

PART III - PROPOSAL SCHEDULE

- A. **The City of Stoughton** 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:

<u> </u> , 20	Issue Request for Proposals (RFP)
<u>NA</u>	Pre-proposal conference (if authorized)
<u>November 1, 2012</u>	Due date for submitting questions
<u>November 9, 2012</u>	Issue written response to questions
<u>November 16, 2012</u>	Due date for submitting proposals
<u>November 19, 2012</u>	Proposal evaluation starts
<u>NA</u>	Oral presentations, as needed (1 hour each)
<u>NA</u>	Call for Best and Final Offers (if needed)
<u>NA</u>	Due date for submitting Best and Final Offers
<u>November 27, 2012</u>	Final evaluation of offers
<u>November 27, 2012</u>	Final approvals for award
<u>December 5, 2012</u>	Issue "Notice to Proceed"
<u>January 1, 2013</u>	Start-up and first day of service

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

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 VII 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, excluding 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 address each of the elements stated below in this Part VI, Paragraph B, in the same order as listed in therein.
 - 2. In addition, one (1) electronic copies of the Offeror's proposal must be submitted on CD media in a 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 VII 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. **Information Pertinent to the Offeror and Offeror's Proposal.** The proposal must include the following information:

- a. Offeror Identification. Provide the Offeror’s name, business address, telephone number, facsimile number, e-mail address.
- b. 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.).
- c. Chief Executive or Administrator of the Organization. Provide the name and contact information for this individual.
- d. 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.
- e. Offeror’s Business Function. Describe the major business function(s) or activities of the organization.
- f. 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.
- g. Service Background. Provide information for transportation services which the Offeror currently provides under other contracts or service agreements. Use the following format:

Type of Service	Avg. No. of Vehicles Operating Per Month	Primary Area Being Served:	Length of Current Operation: From / To
(a) Exclusive Ride Taxi	_____	_____	_____
(b) Shared-Ride Taxi	_____	_____	_____
(c) Elderly/Disabled	_____	_____	_____
(d) Other (Specify)	_____	_____	_____
_____	_____	_____	_____
Number of vehicles available to provide the services required by this RFP (complete specific vehicle information in paragraph p).	_____		

- h. Service History/ RefReferences. 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) _____	_____	_____

- i. Key Personnel. Identify the organization’s key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsize their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation. Provide a resume for each “key” individual. Note that the replacement of any individual identified as “key personnel” requires the notice to the Municipality and its prior approval.
- j. Volunteer Staff. Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract’s base and option years. Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.
- k. Paid Staff. Specifically discuss or describe:
 - i. How many full-time employees are currently on staff;
 - ii. How many part-time employees are currently on staff; and
 - iii. The minimum hiring criteria for drivers and how compliance is checked.
- l. Drug and Alcohol Testing.
 - i. The successful Offeror shall comply with the following Federal substance abuse regulations:

- A. Drug-Free Workplace. U.S. DOT regulations, “Drug-Free Workplace Requirements (Grants),” 49 C.F.R. Part 29, Subpart F, as modified by 41 U.S.C. §§ 702 *et seq.* Also, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs,” 49 CFR Part 40.
 - B. Alcohol Misuse and Prohibited Drug Use. FTA regulations, “Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations,” 49 CFR Part 655, to the extent applicable.
- ii. The successful Offeror shall participate in the drug and alcohol testing consortium administered by WisDOT’s approved Third Party Administrator that complies with 49 CFR Part 655. Additionally, the successful Offeror shall provide documentation necessary to establish its compliance with Part 655, 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 and review the testing process.
 - iii. Does the Offeror currently have a Drug and Alcohol testing program that complies with FTA requirements? Yes _____ No _____
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).

m. Training. The proposal must:

- i. Describe the driver training program to be used to insure that the driver duties and responsibilities under any resultant contract remain in compliance with contract all requirements.
- ii. Describe corporate policies on the personnel use of communications equipment.

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

n. Financial Capability.

- i. *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.
- ii. 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.

o. Vehicle and Fleet Management Capabilities.

- i. Computer Equipment and Software. Identify and describe the Offeror's computer equipment, including its functions and capabilities, as such hardware and software pertains to the services required in this RFP (e.g., transit software, scheduling, billing, payroll, etc.):

- ii. 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 Telephone Lines: _____

(d) Number of one-way trips, exclusive of school trips, scheduled on an average weekday _____

- p. Fleet Description. List all vehicles presently owned or operated by the Offeror which will be made available for the proposed contract services. The total number must match the number in the table at Part VI, Paragraph B.2.g. of this RFP. 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: _____

q. 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.

r. 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 VIII, paragraph 2.13? _____ Yes _____ No

s. Record-Keeping. Briefly describe the Offeror’s record-keeping capabilities as they relate to the provision of shared-ride taxi service (if not already noted elsewhere in this proposal):

- t. Provide any additional information which the Offeror believes may be relevant to the evaluation of the Offeror's qualifications. Do not use this area unless necessary. Areas may include but are not limited to: general experience in transportation service delivery, experience and background to provide the requested services, familiarity with the service area, dispatcher experience and qualifications, specific experience in shared-ride taxi service, qualifications and experience of key project personnel, driver qualifications, drug and alcohol control program, financial stability, fleet management capability, vehicle maintenance capability, vehicle dispatching capability, record keeping, capability and experience, how proposed price represents fair market value for the services requested, etc.

3. ***Operations Plan.***

a. Fleet.

- i. Re-state the proposed size and composition of the fleet used to provide service for each year of the Contract, including the option years. Explain the rationale for the selected fleet in achieving the scheduled service requirements set forth in the Contract. State how the Offeror will ensure that these vehicles meet state and local safety standards. Detail how the Offeror plans to use and schedule its designated vehicles to provide service that meets the Contract's scheduled service standards seven days a week.
- ii. Specify the initial number of vehicles that will be provided at the commencement of the Contract Term. Provide a listing by make and model year of the vehicles (refer Part VI, paragraph B.p.).
- iii. Specify any replacement schedule for the initial list of vehicles provided in Paragraph ii. (above) by vehicle, for each Contract Year.
- iv. Describe the vehicle regular preventive and corrective maintenance plan, and how the Offeror will ensure compliance with the standards set forth in the Contract.
- v. Describe how the vehicles will be capable of accommodating passengers under the Americans with Disabilities Act (ADA).

b. Operations and Reporting.

- i. Describe the Offeror's plans to collect and account for revenue, and provide secure procedures for handling cash and credit card transactions.
- ii. Describe the Offeror's means of communication between the vehicle drivers and the dispatchers to monitor operations. Elaborate on any Global Positioning System (or equivalent) that monitors the location of the Offeror's fleet.
- iii. Describe the Offeror's plan for maintaining safe loading and unloading operations curbside.

- iv. Describe the Offeror's procedures for reporting activity to the Municipality, including summaries of all trips, ridership, and revenue by day and on a cumulative monthly basis.
 - v. Describe the Offeror's protocol for addressing customer complaints and reporting these complaints and any subsequent remedial action to the Municipality.
- c. Proposed Fare Schedule.
- ii. Provide a proposed fare schedule for one-way and round trip fares for each Contract Year.
 - iii. Describe any proposed fare discounts, such as for the military, senior citizens, etc.
 - iv. Describe the basis for proposed fares including historical and projected ridership, Offeror's projected operating expenses, etc.

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 may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT. The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the Offeror. An Offeror's failure to fulfill or accommodate interview requests from the evaluation committee may result in rejection of that Offeror's proposal.
- 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 make adjustments to their respective scores. The evaluation committee's scoring will be tabulated by the evaluation committee administrator and proposals again ranked based on the numerical scores assigned. If no further criteria was or is to be considered, the evaluation committee administrator may proceed to open and score the pricing proposal portions of the offers and tabulate final scores. Prior to the procurement administrator's issuance of a "Notice of Intent to Award," all evaluations and score tabulation results remain strictly confidential between evaluation committee members and evaluation committee procurement administrators.
- 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.

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 proposed fare structure, 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.

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). 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 1.7 percent (2012 CPI-U), even though prices for the option years will ultimately be adjusted by the then-current CPI-U. For example:

Base Year Hourly Service Rate (HSR)	\$24.00
HSR Option Year 1 (Contract Year 3)	\$24.41 (\$24.00 x 1.017)
HSR Option Year 2 (Contract Year 4)	\$24.82 (\$24.41 x 1.017)
HSR Option Year 3 (Contract Year 5)	\$25.24 (\$24.82 x 1.017)
Total HSR for All Contract Years	\$98.47
Average Contract HSR	\$24.62

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**

H. 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 oral presentations. With prior WisDOT approval AND BEFORE pricing proposals are opened, Offerors will be provided with a list of questions or issues concerning their proposals which require explanation or clarification and scheduled for oral presentations to address such issues concerning their proposals. Oral presentations are for explanation or clarification purposes only and Offerors will not be permitted to revise their proposals. Presentations will NOT be scored. After such presentations, the Administrator/Chair will open and evaluate the attendant pricing proposals to determine the apparent successful Offeror; OR
 - iii. Schedule negotiations. With prior WisDOT approval, the Municipality may choose to negotiate any outstanding conditions, exceptions, reservations, or understanding to any of the contractual requirements, including any pricing issues, with a “short” list of the top-ranked (usually no more than three offerors). This “short” list is determined after the Procurement Administrator has opened pricing proposals and made a clear point demarcation between offerors who have made the “short” list and those who have not. Following negotiations, offerors would be required to submit a sealed “Best and Final Offer” (BAFO) which would reflect any modifications made to their proposals as a result of the negotiations. The evaluation committee would conduct a final technical evaluation and the Procurement Administrator would evaluate any revised pricing proposals before making a determination of the apparent successful Offeror.
- I. 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.
- J. Appeals Process.
- i. Notices of an “intent to protest” and “protests” must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the Transit Procurement Manager, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913.
 - ii. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.
 - iii. Protests can be filed at any point through the solicitation process. However, a written notice of “intent to protest” must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.

- iv. The complete written “protest” must be provided to the same addressees, (as provided above for the written “intent to protest”) within (10) working days after the Notice of Intent to Award is issued.
- v. The Procurement Administrator will issue a decision on the protest within 10 working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.
- vi. If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

PART VII – STATEMENT OF WORK

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

1.0 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:

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

2.0 Specific Service Requirements.

2.1 Contract Period. The initial contract period will be for 12 months commencing January 1, 2013 through December 31, 2013. This Contract contains four 1-year renewal options, each beginning on January 1st.

2.1.1 This Contract shall automatically be extended into its first, second, third, and fourth 1-year option periods UNLESS the Contractor is notified, in writing, by the Municipality 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).

2.1.2 Contract options will be exercised through issuance of a contract amendment/modification citing the option renewal period.

Also see paragraph 2.21 titled Continuation of Service.

2.2 Service Area. Service shall be provided within the municipal boundaries of the City of Stoughton.

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

2.4 Service Standards. The Municipality has established service goals for this project as follows:

2.4.1 The passenger pick-up window should be less than 45 minutes from the time set between the passenger and dispatch. The Municipality should be advised when there are problems meeting the passenger response time requirement.

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

2.5 Hours of Service - *Table 1*

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

Monday	6:00 AM to 6:00 PM
Tuesday	6:00 AM to 6:00 PM
Wednesday	6:00 AM to 6:00 PM
Thursday	6:00 AM to 6:00 PM
Friday	6:00 AM to 7:00 PM
Saturday	6:00 AM to 7:00 PM
Sunday	8:00 AM to 12:00 PM

2.6 Service Levels/Number of Vehicles/Drivers Required - *Table 2*

RFP NO: _____

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

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

Weekly Service Levels / Number of Vehicles / Drivers Required

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12:00 AM							
1:00 AM							
2:00 AM							
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM	1	1	1	1	1	1	
7:00 AM	2	2	2	2	2	1	
8:00 AM	2	2	2	2	2	1	1
9:00 AM	3	3	3	3	3	1	1
10:00 AM	4	4	4	4	4	1	1
11:00 AM	4	4	4	4	4	1	1
12:00 PM	4	4	4	4	4	1	1
1:00 PM	4	4	4	4	4	1	
2:00 PM	4	4	4	4	4	1	
3:00 PM	4	4	4	4	4	1	
4:00 PM	3	3	3	3	3	1	
5:00 PM	2	2	2	2	2	1	
6:00 PM	2	2	2	2	2	1	
7:00 PM					1	1	
8:00 PM							
9:00 PM							
10:00 PM							
11:00 PM							

2.7 Weekly Estimated Total Hours.

2.7.1 The “total weekly-scheduled vehicle / driver hours” is 215 hours. Hours are derived and based upon the data provided in *Table 1* and *Table 2* showing the anticipated needs of the service area at the time of this solicitation.

2.7.2 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 city, or the city in consultation with the Contractor may vary service hours as necessary to meet varying service needs or annual budgetary constraints. It should be anticipated that any changes should remain reasonably relative to the original estimated scope of hours originally outlined in this RFP.

2.8 Pricing - Hourly Rate, Fare Rate Structure, and Other Charges. The following fares shall be charged by the Contractor during the contract period:

NOTE: THIS SECTION IS COMPLETED BY THE PROCURMENT ADMINSTRATOR ONLY AFTER A CONTRACTOR SELECTION IS MADE AND WILL BE BASED UPON THE SUCCESSFUL OFFEROR’S ORIGINAL OR FINAL PRICING PROPOSAL.

BASE YEAR (CONTRACT YEARS 1 & 2)

RFP NO: _____

Contractor's Hourly Service Rate: \$ _____

Fare Category:

Fare:

Adult \$ _____
Children (3-18 years of age) \$ _____
Student \$ _____
Active Duty Military \$ _____
Elderly and Disabled \$ _____

Other Charges:

Package Delivery \$ _____
Program Advertising/Publicity (See Section 2.19) \$ _____

OPTION YEAR 1 (CONTRACT YEAR 3)

Contractor's Hourly Service Rate: \$ _____

Fare Category:

Fare:

Adult \$ _____
Children (3-18 years of age) \$ _____
Student \$ _____
Active Duty Military \$ _____
Elderly and Disabled \$ _____

Other Charges:

Package Delivery \$ _____
Program Advertising/Publicity \$ _____

OPTION YEAR 2 (CONTRACT YEAR 4)

Contractor's Hourly Service Rate: \$ _____

Fare Category:

Fare:

Adult \$ _____
Children (3-18 years of age) \$ _____
Student \$ _____
Active Duty Military \$ _____
Elderly and Disabled \$ _____

Other Charges:

Package Delivery \$ _____
Program Advertising/Publicity \$ _____

OPTION YEAR 3 (CONTRACT YEAR 5)

Contractor's Hourly Service Rate: \$ _____

Fare Category:	Fare:
Adult	\$ _____
Children (3-18 years of age)	\$ _____
Student	\$ _____
Active Duty Military	\$ _____
Elderly and Disabled	\$ _____

Other Charges:	
Package Delivery	\$ _____
Program Advertising/Publicity	\$ _____

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

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

2.8.3 If tickets for fares are being sold, they must be tracked and have an expiration of the current calendar year. All revenues collected shall be reported on invoices coinciding within the period they were collected.

2.9 Available Vehicles.

2.9.1 The Contractor shall provide the suitable types of vehicles to perform the required services. The shared-ride taxi service requires a "minimum" of 4 (four) vehicles to be provided for service in accordance with *Table 2*, above.

2.9.2 The "minimum" vehicle requirement for the Contractor may be reduced by the number of vehicles provided by the Municipality as follows:

The Municipality has 3 (three) accessible vehicle (handicap van) which may be leased to the Contractor at the rate of \$1 per vehicle per year.

2.9.3 Any changes during the contract period involving the minimum number of vehicles required to be provided by the Contractor, or changes to the number

of vehicles a Municipality provides may be subject to a negotiated change in the hourly rate of service.

2.10 Reservation Services/Radio Communications/Radio Equipment

- 2.10.1 The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or up to 24 hours in advance. All radio communications must be compliant with FCC “narrowbanding” requirements.
- 2.10.2 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 city and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.
- 2.10.3 ***Not Applicable*** The Municipality may lease NA mobile radios and a base station for \$ NA 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.
- 2.10.4 If the Municipality 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.

2.11 Maintenance of Leased Equipment

- 2.11.1 *General Requirements.* The Contractor is responsible for the proper care and preventive maintenance of all leased equipment. All Municipality-leased equipment shall be used solely for providing the contracted services.
- 2.11.1.1 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.
- 2.11.1.2 Any equipment intended to be leased from the Municipality may be inspected prior to submitting a proposal by contacting:

Laurie Sullivan, Finance Director
381 E. Main Street Stoughton WI 53589
608-873-6677

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

recommended maintenance schedule and accepted practices of the transportation industry. The Contractor will be responsible for notifying the Municipality of any accidents or damages for Municipality-leased vehicles.

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

2.12 Contracted Personnel - Selection and Training

2.12.1 Personnel providing required services must be employees of the Contractor. The Contractor shall be responsible for their hiring and training. The Municipality reserves the right to review driver qualifications and performance, and to accept or reject individuals as drivers for this service at any time.

2.12.2 The Contractor shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract. Personnel records shall also show the date and type of individual training received.

2.12.3 The Municipality and the Wisconsin Department of Transportation shall have access to the Contractor's personnel records upon reasonable notice to the Contractor.

2.12.4 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.

2.12.5 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.

2.13 Insurance

2.13.1 The Contractor shall maintain in full force and effect at all times, during the term of the contract (including any option periods), an insurance policy or policies which name both the Contractor and Municipality as insured against all liability resulting from injury occurring to persons or property by reasons of the operations of the Contractor pursuant to the contract.

2.13.2 Types of insurance are exemplified in (a.) and (b.) to be maintained by the Contractor per the *Amount of Coverage* shown. If a different type of coverage is chosen other than outlined in (a.) or (b.), the overall coverage amounts must be equal to or greater than the aggregate value of \$1,000,000.

<u>Type of Coverage:</u>	<u>Amount of Coverage:</u>
a. Automobile Liability	
Bodily Injury, Per Person	\$1,000,000
Bodily Injury, Per Accident	\$1,000,000
Property Damage	\$1,000,000
b. Excess Automobile Liability	\$2,000,000
c. General Liability	
Per Occurrence	\$1,000,000
Per Aggregate	\$1,000,000

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

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

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

2.16 Basis of Payment

2.16.1 The Contractor shall invoice only for the actual hours of service (operation) performed during the invoiced period at the contracted hourly rate, less collected revenues received during the invoiced time period.

2.16.2 Invoices shall be submitted for payment to the Municipality and not more frequently than monthly.

2.16.3 The yearly aggregate amount which the Contractor receives under this contract shall not exceed the total annual “not to exceed” amount, unless an adjusted “not to exceed amount is coordinated and approved by the Municipality in writing.

2.17 Records. The Contractor shall maintain the following records which will be available to the Municipality and the Wisconsin Department of Transportation for inspection upon demand. All records shall be retained in a safe and secure place for a period of three (3) years after the end of the contract year.

2.17.1 *Driver's Logs.* Drivers shall maintain daily passenger and vehicle trip logs 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
- * Package delivery revenues collected.

2.17.2 *Dispatcher Records.* Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:

- * The name, address and telephone of the user requesting service;
- * The passenger destination and the requested arrival time at the destination;
- * Identification number of the vehicle responding to the taxi request;
- * Estimated passenger pick-up time; and
- * Package delivery requests.

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

- * Passenger trips;
- * Passenger revenue;
- * Package delivery revenue;
- * Total miles;
- * Gasoline purchased / price per gallon; and
- * Driver hours (scheduled, worked, paid).

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

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

2.18 Complaints

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

2.18.2 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 Municipality and to the person filing the complaint.

2.18.3 Complaints involving or pertaining to the Civil Rights Requirements of this contract shall be coordinated and handled with the civil rights process and procedures established by the Municipality.

2.19 Promotion and Publicity

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

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

2.20 Contract Award Document.

2.20.1 Pursuant to the intent of this solicitation, made applicable and part to the resultant contract are all parts of this RFP less PART I - GENERAL INFORMATION, PART II – PRE-PROPOSAL CONFERENCE, PART III – PROPOSAL SCHEDULE, and PART VI – EVALUATION AND AWARD PROCESS. Specifically, 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 WORK
- APPENDIX A – PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION
- APPENDIX B - STANDARD TERMS AND CONDITIONS
- APPENDIX C - SUPPLEMENTAL TERMS AND CONDITIONS
- APPENDIX D – FEDERAL CLAUSES AND CERTIFICATIONS

2.20.2 The following Federal clauses do not apply to Shared-Ride Taxi service contracts awarded for less than \$100,000:

Clean Water Requirements
Clean Air Requirements
Breaches and Disputes Resolution
Lobbying (and Lobbying Certification)

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

2.21 Contract Administration

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

Laurie Sullivan, Finance Director
381 E. Main Street
Stoughton, WI 53589

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

Laurie Sullivan, Finance Director
381 E. Main Street
Stoughton, WI 53589

2.21.3 All invoices must identify the Contractor, SRT Services, Contract Number, and Date and shall be submitted in “Original” and 0 copies to:

Laurie Sullivan, Finance Director
381 E. Main Street
Stoughton, WI 53589

2.22 Continuation of Service (Option Years)

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

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

- 2.22.2 At the time of option exercise, prices for the option years will be adjusted (escalated or de-escalated) based upon the then current average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”).
- 2.22.3 The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in CPI-U from August of the preceding year to August of the current contract year. This information becomes available in mid-September of each year. The CPI-U twelve-month change from August 2011 to August 2012 was an increase of 1.7 percent.

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 1.7 percent change	x <u>1.017</u> (actual)
Option Year 1 HSR (Contract Year 3) new “base” price)	\$24.41 (becomes the
Year 3 Base HSR	\$24.41
CPI-U applied for 2014 is 3.5 percent change	x <u>1.035</u> (example)
Option Year 2 HSR (Contract Year 4) “base” year)	\$25.26 (becomes new
Year 4 Base Hourly Service Rate	\$25.26
CPI-U applied for 2015 is -0.4 percent	x <u>0.996</u> (example)
Option Year 3 HSR (Contract Year 5) “base” year)	\$25.16 (becomes final

- 2.22.4 The Municipality reserves the right to discontinue the contract’s remaining option years and may elect to re-advertise the contract in whole or in part when changes in scheduled hours or hourly prices are not mutually

acceptable between the Contractor and the Municipality. *(In order to satisfy FTA requirements, the Municipality must justify that any hourly price changes received from the Contractor are considered fair and reasonable and better than available in the market to the Wisconsin Department of Transportation for their approval and the continuation of funding). WisDOT funded shared ride taxi contracts operating in the state of Wisconsin are independent of each other and are dealt with individually on a case by case basis.*

- 2.22.5 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.**
- 2.23 Assignment or Transfer. The Contractor shall not assign, transfer or encumber this Contract or rights herein granted on any portion thereof, without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- 2.24 Termination of Agreement. The Municipality shall have the unilateral right to terminate the Agreement upon ninety (90) days written notice to the Contractor.
- 2.25 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:
- 2.25.1 Fully cooperate in ensuring an orderly transition of SRT services during the transition to a successor contractor.
- 2.25.2 Extend the contract period on a month-to-month basis at the then current contract prices for a period not to exceed 90 days in order to allow the Municipality sufficient time to place a successor contract. Such extension shall only be authorized by the Procurement Administrator with prior approval from WisDOT and shall be evidenced by a bilateral (signed by both parties) contract modification for each 30-day extension, not to exceed a total of 90 days.
- 2.25.3 Within 90 days prior to final contract expiration or termination, provide the Municipality with a complete and accurate inventory, including asset condition report, of assets leased from the Municipality which will be returned to the Municipality or may subsequently be leased by any successor contractor.

APPENDIX A

OFFEROR PRICING PROPOSAL AND AFFIDAVIT OF NON-COLLUSION

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. I fully understand that all revenues collected by the contracted Contractor belong to the Municipality

BASE PERIOD (CONTRACT YEARS 1 & 2)

Contractor’s Hourly Service Rate: \$ _____

OPTION YEAR 1 (CONTRACT YEAR 3)

Contractor’s Hourly Service Rate: \$ _____

OPTION YEAR 2 (CONTRACT YEAR 4)

Contractor’s Hourly Service Rate: \$ _____

OPTION YEAR 3 (CONTRACT YEAR 5)

Contractor’s Hourly Service Rate: \$ _____

AFFIDAVIT OF NON-COLLUSION

Solicitation Number _____

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

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

Authorized Signature: _____

Date: _____

Name of Firm or Entity: _____

Subscribed and sworn to me this ____ date of _____

Signed Notary Public: _____

My Commission Expires: _____

APPENDIX B

STANDARD TERMS & CONDITIONS (DOA-3054 (R10/2005))

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

- 9.0 **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the Contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 **PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. A good faith dispute creates an exception to prompt payment.
- 12.0 **TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 **GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 **APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred Contractor or a Contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 **ANTITRUST ASSIGNMENT:** The Contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials, or services purchased in connection with this contract.
- 17.0 **ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 **WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 **NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin.
- 20.0 This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 20.1 Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 20.2 The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 20.3 Failure to comply with the conditions of this clause may result in the Contractor's becomes declared an "ineligible" Contractor, termination of the contract, or withholding of payment.
- 21.0 **PATENT INFRINGEMENT:** The Contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent.
- 22.0 The Contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 23.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 24.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/Offeror, equipment purchased as a result of this request shall be warranted against defects by the bidder/Offeror for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 25.0 **INSURANCE RESPONSIBILITY:** The Contractor performing services for the State of Wisconsin shall:
- 25.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 25.2 Maintain commercial liability, bodily injury, and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned, and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 25.3 The state reserves the right to require higher or lower limits where warranted.

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

of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its Contractors, in prosecuting work under this agreement.

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

APPENDIX C

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS FOR PROCUREMENTS FOR SERVICES (DOA 3681)

- 1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT:** The contents of the bid/proposal of the successful Contractor will become contractual obligations if procurement action ensues.
- 2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By signing this bid/proposal, the bidder/Offeror certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- 2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/Offeror or with any competitor;
 - 2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/Offeror and will not knowingly be disclosed by the bidder/Offeror 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/Offeror or to any competitor; and
 - 2.3 No attempt has been made or will be made by the bidder/Offeror to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.
 - 2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or) He/she is not the person in the bidder's/Offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.
- 3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:**
- 3.1 Prior to award of any contract, a potential Contractor shall certify in writing to the procuring agency that no relationship exists between the potential Contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential Contractor will not be adverse to the interests of the state.
 - 3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the Contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the state.
- 4.0 DUAL EMPLOYMENT:** Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a Contractor full-time by a State of Wisconsin agency from being retained as a Contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.
- 5.0 EMPLOYMENT:** The Contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and nonprofit corporations are bound by ss. 180.0831, 180.1911(1), and 181.225, Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORD KEEPING AND RECORD RETENTION:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances. The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.
- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the state. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.