



December 6, 2013

VIA Personal Delivery

The Honorable Michael Mayo, Sr., Chair
Administrative Determination Review Committee
Milwaukee County Board of Supervisors
901 North 9th Street
Milwaukee, Wisconsin 53233

Re: **Milwaukee County RFP 2013-5600 Records**

Dear Chairman Mayo:

As requested by the Administrative Determination Review Committee, the Milwaukee County Department of Transportation is producing documentation it has maintained regarding Milwaukee County Request for Proposals (RFP) number 2013-5600, for the Transit Management Services for the Milwaukee County Transit System. These documents constitute the records maintained by the Department of Transportation that the appeal committee is to consider pursuant to Milwaukee County Ordinance sec. 110.09.

This letter accompanies six printed copies of the records, as well as six compact discs containing the same records in searchable portable digital file (pdf) format for the use and convenience of the committee. Also accompanying this letter are courtesy copies of the compact discs containing the records for all Supervisors on the Milwaukee County Board. An index of the records is also attached to this letter.

Pursuant to Milwaukee County standing policy and practice, the names of the individual evaluators have been redacted from the documents. This practice ensures that qualified evaluators continue to volunteer their services to the County in future requests for proposals. Additionally, RFP 2013-5600 allowed the companies submitting proposals to designate certain information as confidential. Information so designated has been omitted from the documents produced and noted on the index.

Compact disc copies of the records are also being produced to the attorneys for Milwaukee Transit Services, Inc. and Veolia Transportation Services, Inc., as well as to the Milwaukee County Corporation Counsel.

Sincerely,

HANSEN REYNOLDS DICKINSON CRUEGER LLC

Andrew J. Kramer
414.326.4945

cc: Eric J. Van Schyndle, Esq.
David Halbrooks, Esq.
Paul Bargren, Milwaukee County Corporation Counsel
Brian Dranzik, Director, Milwaukee County Department of Transportation

MILWAUKEE COUNTY RFP 2013-5600
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3. MTS Notice of Review, 9/3/13, (2 Pages)
4. MCDOT Initial Review, 9/17/13, (3 pages)
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1. Email communication to bidders regarding 5 year cost schedule, 7/16/13, (1 page)
2. Notes on Responses to 5 year cost schedule deadline, 7/17/13, (1 page)
3. Revised Attachment K – Cost Proposal Template as attached to 7/16/13 email, (1 page)

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2. MV Transportation, Inc., Proposal Submission, Received 6/21/13, (1 page oversized)
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7. Spreadsheet of Evaluator Scores – First Transit, (Eval. Order - 4, 6, 1, 3, 2, 5)(names redacted), (1 page)
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27. Email communication to evaluators with attached list of top 50 transit agencies, 7/9/13, (3 pages)

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1. Email Communication to Director Dranzik with attached recommendation, 7/22/13, (3 pages)

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1. Letter to Federal Transit Administration requesting guidance on FTA regulations for non-arbitrary award of transportation contracts and prohibition on local preference, 8/23/13, (2 pages)
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MTS Proposal

1. Technical Proposal - PDF Document 30 Pages 1,673 – 1,991
2. Price Proposal – PDF Document 31 Pages 1,992 – 1,998

First Transit

1. Technical Proposal – PDF Document 32 Pages 1,999 – 2,331

- a. Note: a 3 page list of current customers was designated Proprietary and therefore omitted - PDF Document 33 Pages 2,332 – 2,333
- 2. Price Proposal – PDF Document 34 Pages 2,334 – 2,337
 - a. Note: Financial Audit Records were designated as Private and Confidential and therefore omitted.

MV Transportation

- 1. Technical Proposal – PDF Document 35 Pages 2,338 – 2,662
 - a. Note: Audited Financial Statements were designated Confidential and therefore omitted
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- 2. Price Proposal – PDF Document 37 Page 2,664 – 2,669

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- 2. Price Proposal - PDF Document 48 Pages 4,040 – 4,044

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: January 7, 2013
 TO: Michael Mayo, Sr., Chairperson, Administrative Determination Review Committee
 FROM: Brian Dranzik, Director, Department of Transportation
 SUBJECT: Administrative Determination Review Committee Agenda Items 13-957 and 13-958

INTRODUCTION

The following overview and informational report was prepared at the request of the Chairperson for the Administrative Determination Review Committee as part of the Milwaukee County General Ordinances (MCGO) Chapter 110 proceedings related to “RFP # 2013 – 5600 Transit Management Services for the Milwaukee County Transit System”. The overview and informational report describes the procedures used for the development and issuance of the transit management services Request for Proposal (“RFP”) and award, as well as the evaluation and scoring procedures used. A detailed timeline with a reference index as well as a copy of the Request for Proposal is included as part of this overview and informational report.

OVERVIEW & INFORMATIONAL REPORT

I. Decision to Use RFP Process

- There was a need for a new transit management services contract because the current management services agreement was set to expire.
- Milwaukee County is best served by a specific competitive bid process.
- An RFP was used in lieu of alternative sourcing methodologies (such as sole source, single source, or sealed bid) because price was not the sole factor for vendor selection and multiple vendors could potentially meet minimum specifications.

An RFP competitive negotiation generally is used for the procurement of services or technology in situations where price is one factor but not the sole determining factor. The award is based on a combination of cost and technical factors. When several firms are potentially qualified to provide the product or service, considering all major factors allows the award to be made not strictly on specifications or price. Through its proposal, the bidder offers a solution to the objectives, problems, or needs specified in the RFP, and defines how it intends to meet (or exceed) the RFP requirements.

Administrative Manual Section 1.13-5 “Procurement of Services” provides guidance for consideration of appropriate application of the Milwaukee County General Ordinances. This procurement proceeded as a Chapter 56 Professional Services procurement.

Chapter 56.30(5)(a) states, in part: “When required. When it is estimated that a contract for professional services has a value of fifty thousand dollars (\$50,000) and over, it is required that a request for proposal (RFP) be used to attempt to solicit a minimum of three (3) proposals.” Although Chapter 56.30 does provide for some limited exceptions (such as protection of life and property), this acquisition required a RFP. In addition, the RFP process complies with Federal Transit Administration (FTA) procurement

rules as detailed in Circular 4220.1F. After the decision was made to proceed with the RFP process, the development of an RFP began.

II. RFP Development and Publication

Chapter 56.30(5)(b) states, in part: "Content. The request for proposal shall contain the evaluation criteria which will be used to select the successful contractor. ... It is essential that the RFP enumerate the evaluation criteria which will be used to select the successful contractor." In developing the RFP scope of services and deliverables, the department enumerated the criteria that would be used to select a successful contractor. Department staff also researched RFPs and contracts for other transit systems to further develop the RFP process. Content complied with the FTA requirement that the RFP provide all evaluation factors along with their relative importance.

Chapter 56.30(2)(b) states, in part: "Disadvantaged business enterprise requirement. All county departments and institutions administrators are required to notify the Community Business Development Partners department (CDBP) division in writing prior to soliciting for professional service contract opportunities." The Department of Transportation satisfied this requirement and received a response from CDBP on April 17, 2013. A DBE participation waiver was provided by CDBP.

The RFP was published on April 29, 2013. Chapter 56.30(5)(a) states, in part: "Department administrators shall give appropriate notice to prospective vendors of the services to be retained. At a minimum, such notice shall include publication of an ad in a newspaper serving the Milwaukee area." The Milwaukee County Department of Transportation published advertisements in the Milwaukee Journal Sentinel on Sunday, May 5, 2013, Daily Reporter on Monday, May 6, 2013, and Passenger Transport Magazine on Monday, May 6, 2013. In addition, the RFP was posted on the Milwaukee County Business Opportunity Portal where e-mail notification was provided to 2,319 self-identified vendors. These notifications were made in compliance with FTA requirement that the RFP be publicly advertised and that efforts be made to solicit proposals from an adequate number of vendors.

The resulting RFP was written in measurable terms and included standard language and required forms. The RFP conveyed all information needed for potential bidders to determine interest in participation and to offer a proposal. Vendors had an opportunity to participate in a pre-proposal conference and site visits to Milwaukee County Transit System facilities on May 20, 2013. Vendors also could submit written questions on or before May 22, 2013.

The RFP states, "Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document." No vendor provided such notice. No vendor opted out of the procurement process due to limitation or restriction.

III. Proposal Receipt and Evaluation

Background

Vendor proposals were submitted by the established deadline, June 24, 2013. The evaluation process began on June 24, 2013.

A comprehensive evaluation is an analysis of the technical proposals, a separate comparative analysis of the cost proposals, and then combining the results of the technical and cost proposal evaluations to arrive at the selection of the proposal.

Administrative review was performed to ensure that all required documents and forms were included in the submission. Proposals found to be materially incomplete would have been disqualified as provided for in the RFP. This task was completed on June 24, 2013. No vendors were disqualified.

The technical evaluation is an examination of the non-cost elements considered, such as the functional specifications (e.g., provision of service, scheduling, maintenance, etc.). This task began on June 26, 2013 and was completed on July 12, 2013. The cost proposal evaluation is a comparison of the price proposed to the prices and costs of other competing proposals. This task was completed on July 18, 2013. The technical and cost proposals were reviewed separately.

During the RFP process, the Federal Transit Administration (“FTA”) conducted a pre-scheduled audit. The FTA auditor reviewed the RFP, including the sample contract and the scoring criteria. The FTA auditor concluded that the RFP process satisfied FTA requirements. The FTA auditor discussed the FTA’s approval of the RFP process with Milwaukee County DOT, Procurement, Audit, and Corporation Counsel.

Technical Evaluation Detail

The technical evaluation measured the extent to which proposals met the department’s needs and relied upon the independent evaluators in assessing each vendor’s responsiveness to the RFP criteria. The criteria selected for evaluation reflected the department’s objectives, scope of services, and requirements as set forth in the RFP.

The evaluation criteria and methodology for evaluating both technical and cost components of the proposals was completed prior to the initial receipt of proposals on June 23, 2013.

An evaluation instrument was provided to each evaluator to apply their evaluation to the criteria in the proposals. Specifically, a score sheet was provided that contained a detailed breakdown of the criteria to be used in evaluating the proposals and reflected the requirements as stated in the RFP. The technical criteria were considered according to a pre-established scale (1-10). Evaluators graded the technical proposals and assigned points for each individual criterion within this scale. The listed criteria consisted of 37 individual key elements from the RFP that required proposer’s responses. The evaluation and the values assigned were consistent with information provided in the RFP.

Evaluators performed each technical evaluation in an individual and independent manner consistent with the Administrative Manual of Milwaukee County Section 1.13-5(D)(4), which states, in part: “Provide for independent review of any technical scoring of proposal.” The evaluators individually reviewed and scored the proposals based upon established RFP scoring criteria.

In recognition of the Administrative Manual Section 1.13 Appendix A-2, which states: “Panelist should include representation of entities outside of the department awarding the contract whenever possible[.]” five members of the technical evaluation panel were from outside the department awarding a contract.

In recognition of Administrative Manual Section 1.13 Appendix A-2, which states: “Panels should also reflect diverse backgrounds appropriate for the process[.]” the evaluators had diverse and professional backgrounds, as well as experience in RFP evaluation, business processes, and transportation.

The panel of six technical evaluators consisted of membership from the following organizations:

- Milwaukee County Department of Transportation Director's Office
- Milwaukee County Department of Administrative Services
- Milwaukee County Department of Administrative Services – Fiscal Affairs
- Milwaukee County Department of Family Care
- Milwaukee County Office of Community Business Development Partners
- State of Wisconsin Department of Transportation

For the purposes of this RFP, the technical evaluation of the RFP consisted of 800 of the potential 1,000 total possible available points to be awarded to each vendor distributed in the following fashion.

Management Team, Organizational Chart, Qualifications, and Resumes	160 points
Past Performance	80 points
Management Approach	240 points
Situational Analysis	320 points

Technical Evaluation responses were received from all six evaluators. This task was completed on July 12, 2013.

Cost Evaluation Detail

The RFP defined cost component evaluation as “Cost proposal scoring will be evaluated for Management Expense and Administrative Expense as a proportion of the total \$164 million annual operating cost.” Scoring of the cost component was limited to Management and Administrative Expenses. A standard template was provided identifying a five year cost to Milwaukee County. The original template identified a three year cost plan, but it was converted to five years with FTA guidance. All vendors were given an opportunity to clarify any changes to their cost proposal in light of the change to five years. No changes were submitted.

Cost scores were prepared based on a mathematical formula that was established prior to receipt of the vendor proposals. The process was a calculation of points awarded to subsequent proposals using the lowest dollar bid amount as a constant numerator and the dollar amount of the firm being scored as the denominator. The result was then multiplied by the number of points given to the cost section of the RFP, the total being the final cost score for each proposer.

For the purposes of this RFP, the cost evaluation of the RFP consisted of 200 of the potential 1,000 total possible available points. This task was completed by the RFP Administrator in the Department of Transportation and independently verified by the Procurement Director in the Department of Administrative Services Procurement Division on July 12, 2013.

Final Score

The department weighed the technical and cost evaluation results as two components, which together total 1,000 points of the evaluation. To arrive at a final score, each technical evaluator's independent score was added together and averaged producing a final technical score. This final technical score was then merged with the cost score to produce an overall aggregate score and ranking for each vendor submitting a proposal as defined in the RFP.

IV. Award and Notification

The evaluation panel's selection of the vendor was in accordance with evaluation criteria developed prior to the initial receipt of proposals and reflected the overall highest scoring proposal. Upon review and discussion of final scores, a consensus recommendation was made that the highest scoring vendor was a qualified, responsible bidder. The panel instructed the RFP Administrator to have the Director of the Department of Transportation proceed with an intent to award and to commence initial contract negotiations with the successful vendor MV Transportation for transit management services. This task was completed on July 22, 2013.

Administrative Manual of Milwaukee County Section 1.13-5(E)(1) states, in part: "the selection of the successful contractor must be based upon the results of the evaluation of the criteria outlined in the RFP." Selection of MV Transportation complied with the administrative manual guidelines. This selection was also made in compliance with FTA guidelines. FTA guidelines prohibit an arbitrary selection of a vendor and withhold federal funding if open competition is restricted.

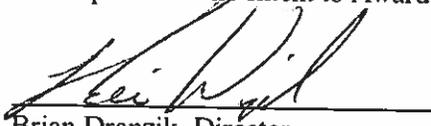
The Administrative Manual Section 1.13-5(E)(1) states: "Review Panel recommendations should be communicated in writing to the departmental director and should include documentation." This task was completed on July 22, 2013

Notification of Intent to Award

Administrative Manual of Milwaukee County Section 1.13-5(D)(4) states "all proposers must be notified of the final selection." This task was completed on July 26, 2013 when the department sent notification of an Intent to Award to all successful and non-successful proposers.

CONCLUSION

This memorandum with attachments responds to the information request made by the Chairperson of the Transit RFP Administrative Determination Review Committee, providing description, timeline, and activities related to the Transit Management Services RFP procurement process from the point of concept development to the Intent to Award that is the subject of the protest before the Committee.



Brian Dranzik, Director
Department of Transportation

TIMELINE					
	Date	Event	Compliance	PDF Document Reference (where applicable)	Persons Involved
1	Began Mid 2012	RFP Background and Research			Brian Dranzik, Frank Bussacchi
2	February 2013	Transit Management Svcs RFP Development	MCGO Ch 56.30(5)(a); FTA (Circ 4220.1F) Nov 20 Ltr Item 1 and 5	Doc 05 000036 - 000128	Brian Dranzik, James Martin, Patrick Lee, Mark Grady
3	Wednesday, April 17, 2013	DBE Notification Requirement Fulfilled	MCGO Ch 56.30(2)(b)	Doc 03 000025 - 000029	Brian Dranzik, James Martin, Nelson Soler
4	Friday, April 19, 2013	Final Review of RFP Criteria: Cost and Technical Components	MCGO Ch 56.30 (5)(b)	Doc 04 000035; Doc 05 000036 - 000128	Brian Dranzik, James Martin, Patrick Lee, Mark Grady
5	Monday, April 29, 2013	RFP Issued	MCGO Ch 56.30 (5)(a); FTA (Circ 4220.1F) Nov 20 Ltr Item 1 and 2	Doc 06; 000129 - 000142	James Martin, Patrick Lee, Monica Mendez
6	Monday, April 29, 2013	RFP Question Written Question Period Opens			
7		RFP Advertisement Requirements Fulfilled	MCGO Ch 56.30 (5)(a); FTA (Circ 4220.1F) Nov 20 Ltr Item 1 and 2		
8	Monday, May 06, 2013	The Daily Reporter (Proof of Publication)		Doc 07; 000143	James Martin
9	Sunday, May 05, 2013	Milwaukee Journal Sentinel		Doc 07; 000144	James Martin
10	Monday, May 06, 2013	Passenger Transport Magazine		Doc 07; 000145	James Martin
11	Monday, May 20, 2013	Vendor Preproposal Conference including Milwaukee County Transit System Facilities Site Visits		Doc 08; 000147	Brian Dranzik, James Martin, Patrick Lee, Vendors
12	Wednesday, May 22, 2013	RFP Written Question Period Deadline		Doc 05; 000037	Vendors
13	Friday, May 31, 2013	Posting of Responses to Written Questions and Addenda		Doc 10 000182 - 000186 (includes Addendum 1 - Responses to Vendor Questions); Doc 11 000194 - 000871 (Addendum 2 - Supplemental Information); Doc 12 000872 (Addendum 3 - Proposal Deadline Revision); Doc 13; 000873 (Addendum 4 - Cost Proposal Template)	Brian Dranzik, James Martin, Mark Grady (consultation on Addendum 1)
14	Friday, June 14, 2013	Initial Communication to Evaluation Panelists Including Disclosure Statements (Signed Redacted), Ethics Policies, General Guide for Approaching RFP Evaluation		Doc 21 000931 - 000932; Doc 20 000921 - 000930; Doc 19 000897 - 000918	James Martin
15	Sunday, June 23, 2013	Finalization of Score Sheet Reflecting RFP Criteria prior to Receipt of Proposals	FTA (Circ 4220.1F) Nov 20 Ltr Item 3 and 6	Doc 21 000935	James Martin
16	Monday, June 24, 2013	Due Date for Vendor Proposals in Response to RFP. NOTE: Original Due Date of June 17, 2014 revised by Addendum 3		Doc 12 000872	James Martin
17	Monday, June 24, 2013	Administrative Review of Proposals Received (Including Mandatory Signed Disclosures by Vendors as well as Time Stamps)		Doc 16 000883 - 000885; Doc 15 000877 - 000882	James Martin, Patrick Lee
18	Wednesday, June 26, 2013	Independent Technical Evaluation Review Begins (Vendors Announced, Disclosure Statements Signed, Proposals Distributed, Overview of Process Discussed, Evaluator Scoring Sheets (which included evaluator guidance) Distributed	MCGO Ch 56.30 (5)(b);56.30 (5)(c); 56.30 (5)(d); MC Admin Man 1.13 Appen A-2	Doc 21 000931	James Martin, Patrick Lee, Technical Evaluators
19	Friday, July 12, 2013	Independent Technical Evaluator Review Concludes and Scores Submitted.	MC Admin Man 1.13 5 D (4)	Doc 22 000952 - 001596	Technical Evaluators
20	Friday, July 12, 2013	Cost Evaluation Scoring Concluded		Doc 23 001598 - 001599	James Martin, Patrick Lee

TIMELINE					
Date	Event	Compliance	PDF Document Reference (where applicable)	Persons Involved	
21	Friday, July 12, 2013	Technical and Cost Evaluation Scoring Merged Resulting in Vendor Recommendation to be made to Director of Transportation on behalf of the RFP Committee	MC Admin Man 1.13 5 E (1); FTA (Circ 4220.1F) Nov 20 Ltr Item 4, Warning related to Arbitrary Action, Maintenance of Principle of Full and Open Competition	Doc 23 001597; Doc 29 001671 - 001672	James Martin
22	Monday, July 15, 2013 to Thursday, July 18, 2013	Federal Transit Administration - Procurement Systems Review (PSR). Reviewed RFP including Sample Contract and Scoring Criteria. RFP found to be compliant after incorporating recommendation to 5 years in Cost Proposal Scoring.			Brian Dranzik, James Martin, Patrick Lee, Mark Grady, Jerome Heer, Bud Maraist (Leon Snead - FTA Auditor)
23	Tuesday, July 16, 2013	Notification to all vendors that submitted a proposal providing an opportunity to clarify prices over entire 5 year potential contract period.		Doc 23 001600; Doc 23 001610	James Martin, Patrick Lee
24	Thursday, July 18, 2013	Deadline for all vendors to respond with any price clarification from consideration of entire 5 year potential contract period (no changes by any vendor in price from initial submission).		Doc 23 0016011 - 001623	James Martin, Patrick Lee
25	Monday, July 22, 2013	Written Evaluation Committee Consensus Recommendation provided to the Director of Transportation to Issue Intent to Award to Vendor with Highest Aggregate Score (Technical and Price) - MV Transportation	MC Admin Man 1.13 5 E (1)	Doc 25 001648 - 001650	James Martin
26	Tuesday, July 23, 2013	MCDOT Follow-Up Questions to MV Transportation preceding Intent to Award (including Technical Evaluator Panel Recommended Follow-Up)		Doc 26 001651 - 001663	Brian Dranzik, James Martin
27	Friday, July 26, 2013	MV Transportation Response to MCDOT Follow up Questions preceding Intent to Award		Doc 26 001651 - 001663	MV Transportation
28	Friday, July 26, 2013	Notice of Intent to Award to MV Transportation	MC Admin Man 1.13 5 D(4)	Doc 27 001664 -001665	James Martin

	<u>MV</u>	<u>First</u>	<u>McD</u>	<u>Veolia</u>	<u>MTS</u>
Evaluator 4	690	727	746	755	761
Evaluator 6	543	511	591	573	619
Evaluator 1	471	516	552	581	568
Evaluator 3	482	531	559	596	601
Evaluator 2	532	528	616	619	599
Evaluator 5	525	739	710	779	672
	540.5	592	629	650.5	636.7
Cost	200	88	105	59	72
	740.5	680.0	734.0	709.5	708.7

Technical Rank (1 highest rank; 5 lowest rank)

MV	5
First Transit	4
McDonald Transit	3
Veolia	1
MTS	2

Price Rank (1 lowest cost; 5 highest cost)

MV	1
First Transit	3
McDonald Tra	2
Veolia	5
MTS	4

Overall Rank (1 ^{highest} lowest score; 5 ^{lowest} highest score)

MV	1
First Transit	5
McDonald Transit	2
Veolia	3
MTS	4



Milwaukee County

Request for Proposals

Transit Management Services for the Milwaukee County Transit System

RFP #2013 - 5600

Issue Date: April 29, 2013

INFORMATION SUMMARY SHEET

RFP Issuing Office: Milwaukee County – Department of Transportation

RFP Issue Date: April 29, 2013

Pre-Proposal Conference RSVP: May 14, 2013 at 10:00AM

Deadline for Receipt of Pre-proposal Conference Questions: May 15, 2013 at 5:00PM

Date of Pre-Proposal Conference: May 20, 2013 at 10:00AM

Pre-Proposal Conference Location:

Milwaukee County – City Campus
2711 West Wells Street
Room 590
Milwaukee, WI 53208

Deadline for Receipt of Questions: May 22, 2013 at 5:00PM

RFP Proposal Receipt Deadline: Noon, June 17, 2013

RFP Submission Location:

Milwaukee County Courthouse
County Clerk's Office
Room 105
901 N. 9th Street
Milwaukee, WI 53233

RFP Contact/Administrator:

Mr. James Martin
2711 W. Wells St.
Room 324
Milwaukee, WI 53208

Tel: (414) 278-4187
E-mail: transitrfp@milwcnty.com

Proposal can be found on Milwaukee County's website; "Business Opportunity Portal".
<http://county.milwaukee.gov/bop>

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ATTACHMENTS

- Attachment A – Conflict of Interest Stipulation (Sign and Submit with Technical Proposal – Volume I)
- Attachment B – Sworn Statement of Bidder (Sign and Submit with Technical Proposal – Volume I)
- Attachment C – Cover Sheet for Main Proposal (Sign and Submit with Technical Proposal – Volume I)
- Attachment D – Cover Sheet for Pricing Proposal (Sign and Submit with Price Proposal – Volume II)
- Attachment E – EEOC Compliance (Sign and Submit with Technical Proposal – Volume I)
- Attachment F – Certification Regarding Debarment and Suspension (Sign and Submit with Technical Proposal – Volume I)
- Attachment G – Proprietary Information Disclosure Form (Sign and Submit with Technical Proposal – Volume I)
- Attachment H – FTA Required Third-Party Contract Clauses (Sign and Submit Applicable Clauses with Technical Proposal – Volume I)
- Attachment I – Draft Management Services Agreement
- Attachment J – 2013 Adopted Budget for Transit/Paratransit System (Provided for Reference Only)
- Attachment K – Cost Proposal Template (Must Download Excel, Complete and Submit Hardcopy with Price Proposal – Volume II)

SECTION 1

PURPOSE AND BACKGROUND

1.1 PURPOSE

This Request for Proposal (RFP) is to solicit professional services through competitive sealed proposals from qualified organizations to provide transit management services (TMS provider) to operate the Milwaukee County Transit System for Milwaukee County. Transit management for the Milwaukee County Transit System will include managing the daily operations by providing the following services under the overall direction of Milwaukee County: manage service standards; route planning, scheduling and operations; paratransit system oversight; maintenance; procurement; risk management; marketing; accounting; budgeting; payroll; treasury; handling all fare media; human resources; and information technology. In addition, the successful provider will also be required to provide implementable recommendations toward offering sustainable and efficient mass transit and paratransit services for Milwaukee County. These recommendations may include but are not limited to cost savings opportunities, other operational efficiencies, increased ridership, revenue enhancement, etc.

It is Milwaukee County's intent to enter into an agreement with the successful proposer to provide the complete range of transit management services as outlined in this RFP.

1.2 BACKGROUND

The Milwaukee County Transit System is a publicly owned transit provider operating under the administrative direction of the County Executive and policy direction of the Milwaukee County Board of Supervisors. Milwaukee County assumed control of the transit system in 1975 from the privately owned Milwaukee and Suburban Transport Corporation. Milwaukee County owns the capital assets of the transit system and utilizes a management firm to provide the daily operation of the fixed route system. Paratransit services are currently provided through third party vendors, which are procured, contracted, and managed by TMS provider.

Milwaukee County has a total land area of 242 square miles and is home to nearly 950,000 residents. Within Milwaukee County there are 19 municipalities with the City of Milwaukee as the largest municipality. The Milwaukee County Transit System provides fixed route and/or Freeway Flyer service to 17 of the 19 municipalities within Milwaukee County. It also provides limited service to adjacent Waukesha and Ozaukee Counties based on agreements with those counties.

1.2.1 Service Statistics for 2011

Bus Hours	1,298,645
Miles Served	17,107,116
Total Ridership	44,753,412
Paratransit Ridership	876,494

Average Weekday Ridership	151,000
Routes	52
Number of Buses	415
Average Vehicle Age	7 Years

More information is available at <http://www.ridemcts.com>

1.2.2 Operating Revenue Statistics for 2011

Federal	\$18,395,000
State	\$70,135,000
Local	\$17,136,000
Fares	\$44,629,000
Other	\$13,029,000

More detailed budget information is available at: <http://county.milwaukee.gov/FiscalAffairs7904.htm> and clicking on either the operating or capital budget tabs to learn more.

More detailed information regarding current transit system is available, inclusive of annual reports, at: <http://www.ridemcts.com>

1.2.3 Facilities

Milwaukee County has five facilities used for transit operations and administration. They include:

Administration Building located at 1942 N. 17th Street in Milwaukee used for the administrative functions.

Fleet Maintenance Building located at 1525 W. Vine Street in Milwaukee (across the street from the Administration Building) used as the main facility for vehicle repair.

Fond du Lac Station located at 3201 W. Fond du Lac Avenue in Milwaukee used as an operating garage for operator assignments and light repair.

Kinnickinnic Station located at 1718 S. Kinnickinnic Avenue in Milwaukee used as an operating garage for operator assignments and light repair.

Fiebrantz Station located at 1900 W. Fiebrantz Avenue in Milwaukee used as an operating garage for operator assignments and light repair.

In addition, the Downtown Transit Center located at 901 E. Michigan Avenue in Milwaukee is used as a marshalling facility; however, this facility has recently been declared surplus and is scheduled for sale.

1.2.4 Paratransit System

On January 1, 2000, management of Milwaukee County's paratransit program "Transit Plus" shifted from the Milwaukee County Department of Transportation to the transit system management company. The program is currently serviced under two private carrier van contracts and one private carrier taxi contract for ADA and non-ADA demand response van and taxi services. All vehicles, vehicle storage and maintenance, personnel, dispatch and scheduling, FTA drug and alcohol testing, etc., are the contractual responsibility of the subcontracted carriers. The TMS provider will be responsible for the oversight of the paratransit program, inclusive of procurement of vendor(s) and contractual management of these services in accordance with a process approved by Milwaukee County and complying with all applicable regulatory provisions.

1.2.5 Governance and Oversight

The Milwaukee County Executive and County Board of Supervisors have charge of all policy matters relating to the fixed route and paratransit portions of the Milwaukee County Transit System, including the establishment of fares and other charges, standards of services, route locations, capital improvements, annual budget, and service improvements as stated in Milwaukee County Ordinance 1.11(c)(5)(7). (Available at http://www.municode.com/Library/WI/Milwaukee_County).

The TMS provider is accountable to the Director of the Milwaukee County Department of Transportation for policy implementation. The TMS provider must comply with all Federal, State and local regulations as certified annually by the County, as part of the respective Federal and State grant process.

SECTION 2

SCOPE OF SERVICE, CONTRACT DURATION AND COMPENSATION

2.1 SCOPE OF SERVICE

Milwaukee County is requesting proposals from qualified transit management providers to provide management services necessary for the efficient daily operation of the fixed route bus and ADA paratransit transit system (collectively, the “Milwaukee County Transit System”), under the policy direction of Milwaukee County. Such services include, but are not limited to: maintaining service standards; route planning, scheduling and operations; paratransit service provision and/or oversight; maintenance; procurement; risk management; marketing; accounting; budgeting; payroll; treasury; handling all fare media; human resources; and information technology.

A significant component of this scope of service will be that the successful provider will be required to provide implementable recommendations toward provision of sustainable and efficient mass transit and paratransit services for Milwaukee County. These recommendations may include but are not limited to cost savings opportunities, other operational efficiencies, increased ridership, revenue enhancement, etc.

The Milwaukee County Executive and County Board shall have responsibility for all policy matters relating to the Milwaukee County Transit System, including but not limited to, the establishment of fares and other charges, standards of service, route locations, capital improvements, annual budgets, and service improvements. Transit grant preparation, administration and compliance reporting will be prepared by the Milwaukee County Department of Transportation in consultation with the TMS provider.

Milwaukee County will furnish to the TMS provider as reasonably required for the operation of the Milwaukee County Transit System the physical properties and facilities of such system owned, purchased, or leased by Milwaukee County, including, but not limited to: (i) passenger vehicles (excluding paratransit) and related service vehicles and equipment; (ii) furniture, fixtures, and all necessary and usual office space, equipment, supplies, materials, and facilities; (iii) shop and repair facilities, garage and service facilities, machinery, equipment and tools; and (iv) lands and buildings used for transportation purposes. The TMS provider shall provide services that utilize and maintain all capital equipment and facilities in a safe, effective and efficient manner keeping it in a state of good repair. All capital assets of the transit system are, and will remain, the property of Milwaukee County.

2.1.2 Responsibilities of Transit Management Provider

Milwaukee County seeks to leverage the skills and capabilities of an experienced TMS provider to facilitate a more cost-effective and efficient system, provisions for increased ridership and associated revenue, and improved quality and service. The TMS provider will be required to comply with all applicable Federal, State and local laws and regulations.

To demonstrate how the Proposer plans to manage the system with its current \$164 million annual operating budget and the Proposer's understanding of the current environment of the Milwaukee County Transit System, the Proposer shall provide a management approach that addresses, but is not necessarily limited to, the following functional areas:

Management Structure

Milwaukee County is seeking a TMS provider that shall provide experienced and qualified staff to manage the daily operations of the transit system including but not limited to: oversight, strategic planning, problem solving, development of management systems and methodologies to provide for measurable, continued process improvements such as cost control and sustainability of the transit system. Milwaukee County desires to benchmark its transit system against other comparable peer systems. TMS provider will be required to develop these benchmarks subject to approval by Milwaukee County. The TMS provider will be responsible for providing agreed upon analytics inclusive of weekly and monthly reports to Milwaukee County containing financial, service, statistical, maintenance, and operational assessments of the system and all other reports and updates requested by Milwaukee County.

Operations and Maintenance

The successful TMS provider shall be responsible for conducting the daily operation and maintenance of all transit assets and facilities assigned for the duration of any agreement. The TMS provider shall be responsible for the orderly safekeeping, maintenance, and operation of all equipment and facilities specifically purchased or presently assigned to the operation of the Milwaukee County Transit System and TMS provider shall maintain an inventory of equipment and facilities in accordance with Federal Transit Administration requirements. The TMS provider shall provide a plan to Milwaukee County that follows industry standards, best practices, and applicable Federal, State and local regulations and standards to ensure safe operations for employees, passengers and the general public. In addition, the TMS provider shall provide an approved written safety/security plan for employees and passengers.

Capital Planning and Project Management

The TMS provider shall be responsible for capital project planning and implementation. The TMS provider shall provide written plans as requested describing how it will work with Milwaukee County to assess capital needs, plan and prioritize projects, and report its recommendations to Milwaukee County. The final plan is subject to approval by the Milwaukee County Director of Transportation.

Planning and Scheduling

The TMS provider shall be responsible for route and service planning activities using sound planning practices. The TMS provider is also responsible for the development and administration of transit schedules, transit operator work selection procedures, and printing and dissemination of public timetables. This includes providing for a Milwaukee County Transit System website.

Procurement

The TMS provider shall be responsible for all procurement activities for all equipment, services, and commodities necessary to maintain operation of the Milwaukee County Transit System. In the case of federally funded capital and grant related procurements, the TMS provider will be

responsible for the solicitation of bids or proposals, but Milwaukee County will retain responsibility for issuing a purchase order for the procurement and seeking reimbursement from the Federal government.

Procurement activities performed by the TMS provider shall comply with all applicable Federal, State and local laws, rules and regulations. The TMS provider shall at all times use an acquisition process approved by Milwaukee County. Milwaukee County will participate in all RFP proposal evaluations for capital or grant related purchases with a value over \$50,000. TMS provider will be required to notify Milwaukee County in advance of entering into a purchase or contractual arrangement with any third party that impacts Milwaukee County and exceeds \$50,000. The provider will be responsible for providing a quarterly list of all procurement activities for services and commodities for all purchases during that quarter. The purchases shall be itemized by vendor, identify the aggregate dollar amount per vendor, and include the number of contracts per vendor.

Budgeting, Finance and Treasury

The TMS provider shall be responsible for all budgeting activities, including but not limited to, the development of annual budgets, accounts receivable, accounts payable, treasury activities, development of fare media, and all other financial activities required to operate the transit system, including robust financial corrective action plans. The TMS provider will be required to annually submit to Milwaukee County an itemized operating budget identifying for each line item: (i) past year's expenditures; (ii) current budget; (iii) proposed budget; and (iv) variances. The TMS provider will also be required to submit to Milwaukee County monthly and quarterly financial progress reports as requested and/or required by Ordinance.

Marketing

The TMS provider shall provide all marketing and customer relations activities associated with the successful operation of the transit system, which may include but not be limited to expenses and revenues for print and visual media, signage, etc. This includes the gathering of ridership profile and demographic information.

Human Resources and Employee Relations

The TMS provider shall provide management personnel and staff necessary to carry out the daily operations of the system by providing qualified individuals for positions within the organization. The TMS provider will handle all aspects of employee relations activities including hiring, training, labor relations, discipline, and termination as well as provision and administration of employee benefits for their employees. The TMS provider shall be responsible for providing workers' compensation, disability insurance, Social Security, unemployment compensation coverage, and any other statutory benefit to its employees.

Information Technology

The TMS provider shall provide all information technology needs necessary to operate the transit system.

Paratransit

TMS provider is responsible for procurement, contracting, managerial oversight, and performance of paratransit services either provided by a third party or on a direct basis. The TMS provider shall work with various State and local agencies that rely on paratransit services provided by Milwaukee County.

TMS provider shall certify to Milwaukee County that paratransit services will be fully operational by January 1, 2014.

Federal, State and Local Regulation and Compliance

The TMS provider shall abide by all Federal, State and local laws, ordinances, rules and regulations associated with carrying out necessary transit activities. The TMS provider shall work with Milwaukee County Department of Transportation staff on the coordination of activities that require reporting or notification to Federal, State or local agencies. In addition, the provider shall work with the Milwaukee County Department of Transportation regarding any and all reporting activities related to or required by Milwaukee County or the State of Wisconsin.

The TMS provider shall perform the duties listed above in addition to other duties that may be assigned at any time that are necessary to operate the transit system for Milwaukee County.

2.2 CONTRACT DURATION

The initial term of the agreement will be not less than three (3) years with an option by Milwaukee County for two additional one-year terms.

Responses to this RFP should be based upon a three (3) year term with an option by Milwaukee County for two (2) additional one-year terms.

2.3 TYPE OF CONTRACT/PAYMENTS

Milwaukee County contemplates award of a contract resulting from this RFP that reflects payment for management fees, allows for the potential of fixed and variable costs, and the opportunity for performance incentive payments. Any final contract structure resulting from this RFP will be subject to negotiation and approval of Milwaukee County.

2.4 MODIFICATION OF SCOPE OF SERVICES/LIMITATION OF FUNDING

All proposers are notified that Milwaukee County reserves the right to delete or modify any task from the Scope of Services at any time during the course of the bid process or the contract period. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

SECTION 3

CONTENT OF PROPOSAL

3.1 PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at the following date, time, and location as provided on the Information Summary Sheet.

Proposers are requested to RSVP via e-mail to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) indicating the number of individuals who will attend the pre-proposal conference.

During the pre-proposal conference, attendees may:

- Request clarification of any section of the RFP.
- Ask any other relevant questions relating to the RFP.
- Be provided an opportunity to take a group site visit of the various transit operating facilities.

Milwaukee County may provide oral responses to written questions received prior to the optional pre-proposal conference. Proposers are encouraged to submit written questions via e-mail, for possible response at the pre-proposal conference to RFP Contact/Administrator (date and time provided in the Information Summary Sheet) to enable Milwaukee County to formulate its oral responses. No oral or written responses will be given prior to the optional pre-proposal conference.

Any responses provided to questions during the pre-proposal conference and site inspections will be considered drafts, and will be non-binding. Only the final answers to written questions submitted prior to the "Receipt of Questions" deadline (date and time provided in the Information Summary Sheet) and posted on the website (web address provided on the Information Summary Sheet) will be considered official. Remarks and explanations at the conference shall not qualify the terms of the solicitation; and terms of the solicitation and specifications remain unchanged unless the solicitation is amended in writing.

3.2 PROPOSAL QUESTIONS

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title, RFP number, page, section, and paragraph, and shall be submitted via e-mail to:

RFP Contact/Administrator

Questions sent to anyone other than the RFP Contact/Administrator will not be considered.

All questions must be submitted by the specified deadline as identified on the Information Summary Sheet. Milwaukee County will not respond to any questions received after this date and time. Responses to all questions and inquiries received by Milwaukee County will be posted

on Milwaukee County's website as identified in the Information Summary Sheet. It is the responsibility of Proposers to check this website for any and all information such as answers or addenda related to the RFP.

This RFP is issued by the Milwaukee County Department of Transportation. The RFP Contact/Administrator assigned to this RFP, along with contact information, is noted. The RFP Contact/Administrator is the sole point of contact during this process and no information provided by any other personnel will be considered binding.

Communication initiated by a proposer to any County official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Contact/Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, in the sole discretion of the County.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

3.3 PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Milwaukee County website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments must be acknowledged on the Sworn Statement of Bidder form. Failure to do so may result in your response being rejected.

If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

3.4 PROPOSAL SUBMISSION

All proposals shall consist of two (2) Volumes: a Technical Proposal (Volume I) and a Price Proposal (Volume II). Each Volume must be submitted in separate envelopes and marked as requested below. The signature of an official of the TMS provider authorized to bind the proposer shall be on each volume.

Proposals submitted in response to this RFP must be received no later than the deadline as identified in the Information Summary Sheet. Proposals received after the deadline will not be accepted nor

will additional time be granted to any proposer. Proposers must submit one (1) original with signatures, and seven (7) copies, of the RFP response in sealed envelopes. Each hard copy should be double-sided and bound, with the exception of the original, which should be double-sided but not bound. The copies should be bound by staple, binder clip or in a three-ring binder. Spiral, wire or comb bound copies are not acceptable.

Responses should be identified in the lower left corner as follows:

Technical Proposal (Volume I)

Response To: Transit Management Services for the Milwaukee County Transit System

PROPOSAL RESPONSE, RFP #: 2013 - 5600

DEADLINE DATE: (Date as provided on the Information Summary Sheet)

and

Price Proposal (Volume II)

Response To: Transit Management Services for the Milwaukee County Transit System

PROPOSAL RESPONSE, RFP #: 2013 - 5600

DEADLINE DATE: (Date as provided on the Information Summary Sheet)

Please note that if hand delivering proposals; allow adequate time for travel, parking, and security screening.

3.5 CONTENT OF TECHNICAL PROPOSAL (VOLUME I)

Technical proposals shall convey an understanding of the scope of services required for successfully operating the transit system. Technical proposals shall not contain any reference to price.

Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements.

RFP submission must address, at a minimum, the requests enumerated below. Please indicate for each response the number of the request that it addresses (e.g. Response to Request 1, Response to Request 2...).

A. Title Page and Transmittal

Request 1: Proposers shall provide a title page listing the RFP number and subject, name of the company and date.

Request 2: A signed letter of transmittal shall accompany the proposal that provides an understanding of the work to be performed, name, title and contact information for the individual(s) who are authorized to make representations and enter into any agreement on behalf of the proposer.

B. Management Team, Organizational Chart, Qualifications, and Resumes

Request 3: Provide the names and qualifications of the senior management team members to be dedicated to the performance and execution of any agreement.

Request 4: Please provide resumes of the management team for all the proposed Key Personnel. Submitted resumes shall fully document the relevant skills, qualifications, experience, certifications, and awards of the personnel to be provided as they relate to the technical areas described in the Scope of Service.

Request 5: Provide a detailed organizational chart reflecting the titles, responsibilities and reporting structure for all TMS provider management and administrative employees that would be included in fulfilling this RFP request.

Request 6: Identify any shared enterprise support functions that will be utilized, and the personnel associated with these functions. This could include shared services personnel such as human resources, finance, information technology, route scheduling, internal consulting, etc. that may be supplying expertise and services.

Request 7: Please provide a corporate overview of your organization, listing of current clients equal to or larger than the engagement proposed by Milwaukee County.

Request 8: Please provide your organization's most recent audited financial statement. Additional financial information may be required prior to execution of any agreement.

Request 9: Please provide an outline of the organizational structure as well as financial reporting and controls that will be used to fulfill any resulting agreement with Milwaukee County.

Request 10: Please provide an outline of enterprise informational systems that will be used to fulfill any resulting agreement with Milwaukee County.

Request 11: Please provide an outline of awards, quality certifications, industry recognition or achievements.

C. Past Performance

All proposers must possess current substantial and demonstrable experience in the successful planning, budgeting, managing, directing, and operating of a transit system similar to the size and scope of Milwaukee County's system (see Background section of RFP). In this section of the Technical Proposal, proposers must:

Request 12: Provide a description of the proposer's experience managing transit systems of similar scope and size to that of Milwaukee County. Provide for each system managed at a minimum the operating expenditure budget, annual bus miles, annual bus hours operated, number of buses in fleet, annual number of passengers, number of years managing each identified system.

Request 13: Please provide a description of proposer's experience in transitioning employees of comparable transit systems from another provider to your organization. Provide a high level overview of issues encountered and timeframe required for transition. Please detail your experience with transitioning of employee benefits including maintaining the existing pension plan.

Request 14: List up to three references of similar transit management assignments. Provide names, addresses and telephone numbers of a point of contact for each system.

Request 15: Provide a description of the Proposer's experience managing paratransit systems of similar scope and size to that of Milwaukee County. Provide for each system managed at a minimum the operating expenditure budget, modes of transportation (such as bus, van, or taxi) provided, annual number of riders, and number of years managing each identified system. Please specify whether your organization provided this function on a direct basis (providing vehicles, staff, and management), by the management of a municipal system (provided staff and management service only) or utilizing third party contracts (management of contracted third party)

D. Management Approach

The Management Approach section should provide an overview of the proposer's management philosophy. This section of the Technical Proposal should address the way in which the proposer will manage the daily transit functions while adhering to applicable standards.

Request 16: Provide an explanation of your management approach, client interaction, and reporting for the daily operations of an existing client's transit system of similar size and scope to Milwaukee County. In addition, detail a possible approach that your organization would use specific to Milwaukee County.

Request 17: Provide examples of how your organization currently informs clients of issues, requests, industry advancements, and/or necessary changes to the system. In addition, detail a possible approach that your organization would use specific to Milwaukee County.

Request 18: Describe how adequate staffing will be maintained; include your approach to hiring, training, promoting, employee retention, employee benefit provision, staff reduction policies, evaluation, discipline, workforce diversity, and Equal Employment Opportunities. Describe your organization's approach that would be used at Milwaukee County for interviewing and retaining staff employed by the current transit provider.

Request 19: Identify your experience in the use of third party contractors, contract employees and Disadvantaged Business Enterprise vendors. Provide information as to how these groups are overseen by management staff.

Request 20: Describe your approach and your comparable experience in service planning, scheduling and implementation and your practices, processes, and use of technology to assist in service planning and scheduling.

Request 21: Describe your approach and your comparable experience in scheduling service including an overview of the staffing plan or policies used to maximize route service while minimizing excessive labor costs.

Request 22: Describe your approach and your comparable experience in vehicle maintenance to ensure that vehicles are reliable, safe, clean, and in a state of good repair.

Request 23: Describe your approach and comparable experience to safety and security for passengers and employees. Include your approach to passenger dispute resolution and creating a safe working environment for employees.

Request 24: Describe your approach and your comparable experience in capital needs assessment and facility management. Provide information about how maintenance and replacement projects are identified and prioritized.

Request 25: Describe your approach and comparable experience to procurement activities in working with internal and external departments and to ensure that compliance is maintained with

Federal, State, and local requirements. Include how projects are managed to ensure that contractors maintain project schedules and adhere to project budgets.

Request 26: Describe your approach and comparable experience in budgeting, accounting and providing financial reports and operational reports to a client. Provide examples of these types of reports and also include corrective action methodologies that may be used to keep the system on track with the budget.

Request 27: Describe how your organization will handle notification and resolution of critical and/or sensitive information, disputes that require interagency involvement, and/or reporting omissions that require corrective action.

E. Situational Analysis

The Situational Analysis section should provide an understanding of the Milwaukee County Transit System and the opportunities and challenges that currently exist within the system. This section of the Technical Proposal provides the proposer with the opportunity to present experience, ideas and initiatives to maintain or enhance service, increase efficiency and reduce costs in Milwaukee County.

Request 28: Proposer should provide two examples of their organization's experience with successful development and implementation of major, effective cost savings initiatives. Provide details of each experience that includes the timeframe for implementation, dollar value, and overall impact on performance and/or operations of comparable transit systems that your organization has managed and how that may apply to Milwaukee County.

Request 29: Proposer should provide an example of strategies their organization has used and will use to control for volatility in fuel costs. In addition, detail the positive performance and/or operational impacts.

Request 30: Proposer should provide an example of strategies their organization has used and will use to manage fuel consumption. In addition, detail the positive performance and/or operational impacts.

Request 31: Proposer should provide an example of experience developing and implementing the use of alternative fuels in the provision of transit services. In addition, detail the positive performance and/or operational impacts.

Request 32: Proposer should provide strategies their organization has used and will use to successfully increase ridership. Include if and how various forms of media and technology were involved. In addition, detail the positive performance and/or operational impacts.

Request 33: Proposer should provide examples of strategies their organization has used and will use related to system revenue enhancement.

Request 34: Proposer should provide strategies for enhancing and maintaining employee morale. As a part of this response, please discuss what measurements were used and will be used, and what factors were found to be significant drivers of employee satisfaction. In addition, detail the positive performance and/or operational impacts.

Request 35: Proposer should provide strategies for maintaining positive customer relations and what measurements were used to determine success. As a part of this response, please discuss any experience with developing and administering customer satisfaction surveys that will be used in any resulting agreement.

Request 36: Proposer should detail their experience with contactless smart card fare systems.

3.6 CONTENT OF PRICE PROPOSAL (VOLUME II)

Note:

All price data and information must be provided in a separate sealed envelope marked Price Proposal (Volume II).

In acknowledgement that transit funding is provided from Federal, State and local funding sources, price proposals shall provide and identify aggregate costs categorized in Attachment K – Cost Proposal Template.

It is understood that funding is subject to appropriation and may change over the contract period. Milwaukee County reserves the right to amend any resulting contract to reflect changes in funding.

All proposers shall complete Attachment K - Cost Proposal Template in the prescribed format. This document is available as a downloadable template at <http://county.milwaukee.gov/bop>

Attachment K – Cost Proposal Template assumes total cost in each year of \$164 million. The entire \$164 million must be allocated within the three categories of Management Expense, Administrative Expense and Operations Expense. Proposers shall enter percentage allocation amounts in each of the three highlighted expense categories (dollar amounts will auto calculate and should under no circumstances be changed). Please refer to the itemized list below to assist in sorting cost into the three major categories provided in the mandatory cost proposal template.

Management Expense

- Inclusive of all salary, benefits and associated employment costs for executive management personnel.
- Executive personnel positions shall be identified including their responsibilities.

Administrative Expense

- Inclusive of all wages, benefits and associated employment costs for support functions.
- Administrative equipment
- Supplies and materials
- Services
- Travel
- Costs Related to Contracted Services (excluding paratransit operations, but inclusive of administrative support and supervision of these operations)
- All supervisory staff not included in the Management Expense category

Functional areas associated with Administrative expense shall be identified. (i.e. human resources, finance, information technology etc.)

Operations Expense

- Inclusive of all costs for represented employees, including benefits and associated employment costs.
- Parts/inventory
- Fuel
- Commodities and consumables necessary to maintain revenue service.
- Paratransit Operations

Functional areas associated with Operating expense shall be identified. (i.e. maintenance, operations, etc.)

Proposers shall provide annual cost amounts by category for the three years of the contract and the two options years. Phase in and/or phase out costs shall be including within the overall proposer's cost of initial three year term.

Cost proposal scoring will be evaluated for Management Expense and Administrative Expense as a proportion of the total \$164 million annual operating cost.

Cost proposal scoring will be evaluated based on the initial three year contract term.

3.7 DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

This management agreement (#2013-5600) does not require proposers to submit a DBE goal.

SECTION 4

CRITERIA FOR EVALUATION

4.1 EVALUATION PROCESS

Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as insufficient or non-responsive. Milwaukee County reserves the right to waive a requirement when it is in its best interests to do so. The Proposer must assume responsibility for addressing all necessary technical and operational issues in meeting the objectives of the RFP.

A Committee will be established by Milwaukee County to evaluate all responsive proposals and to make a recommendation.

Oral presentations may be requested by Milwaukee County. If oral presentations are requested, bidders will be notified of when the presentations are to take place and what information should be provided.

Milwaukee County may request Best and Final Offers from any or all respondents. Best and Final Offers are a supplement to the original offer and Milwaukee County reserves the right to make an offer based on the original submitted proposal.

The award of the contract, if made, shall be with an organization whose proposal provides the best value to Milwaukee County. Milwaukee County reserves the right to reject any and all proposals received if it deems appropriate and may modify, cancel or re-publish the RFP at any time prior to a contract being awarded up to and through final action of the County Board of Supervisors and the County Executive.

4.2 EVALUATION CRITERIA

Technical Proposal

The Committee shall conduct its evaluation of the technical merit of the proposals submitted. The process involves applying the evaluation criteria to assess the vendor.

The criteria that will be used by the Committee for the technical evaluation of the proposals for this RFP are listed below.

Management Team, Organizational Chart, Qualifications, and Resumes	16%
Past Performance	8%
Management Approach	24%
Situational Analysis	32%

Price Proposal

Price Proposal	20%
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Price proposals will be evaluated. Milwaukee County will establish a ranking and score.

Milwaukee County reserves the right to select a proposer for contract award based upon the proposer's Technical Proposal and Price Proposal without further discussion.

However, should Milwaukee County find that further discussion would benefit Milwaukee County, Milwaukee County reserves the right to conduct discussions and will notify responsible proposer(s). When in the best interest of Milwaukee County, Milwaukee County may permit qualified proposer(s) to revise their proposals by submitting "Best and Final" offers.

4.3 DETERMINATION

Following evaluation, the Committee will make a recommendation to the Director of Transportation of Milwaukee County of the proposer whose proposal is determined to provide the best value to Milwaukee County. Award may be made to the proposal with a higher technical ranking even if its price proposal is not the lowest.

4.4 SELECTION PROCESS

An Intent to Award will be issued and all proposers will be notified. Milwaukee County reserves the right to negotiate with the selected proposer, at its option, regarding the terms of a contract and other issues to be incorporated into the contract.

In the event that a successful agreement cannot be executed, Milwaukee County reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

Prior to agreement issuance, the Director of Transportation shall make a recommendation of award of the agreement to the County Executive and the County Board of Supervisors subject to their approval. An agreement will only be executed following final approval by the County Board of Supervisors and County Executive of the recommendation to award the contract.

SECTION 5. PROPOSAL TERMS AND CONDITIONS

5.1 FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals for an anticipated service starting date of January 1, 2014. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. Milwaukee County will not reimburse for these costs.

5.2 NON-INTEREST OF COUNTY EMPLOYEES AND OFFICIALS

No County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

5.3 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS

Successful proposers will be required to enter into an agreement with Milwaukee County that complies with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances.

In addition, the proposer's operation of the transit system during the term of any agreement that is the result of this RFP, will at all times be in compliance with all Federal, State, and local, health, accessibility, environmental and safety laws, regulations, standards and ordinances as they relate to its execution and performance. Be advised that pursuant to 49 U.S.C. 5333 there are current labor contracts in effect with ATU Local 998 and OPEIU Local 35.

5.4 ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, Milwaukee County makes no representation, warranty or guarantee as to its accuracy.

Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Contact/Administrator in writing, via email, prior

to the submission of the proposal. The failure of a proposer to notify the RFP Contact/Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

Milwaukee County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. Milwaukee County may waive any requirements that are not material.

Milwaukee County may make an award under the RFP in whole or in part and change any scheduled dates.

Milwaukee County reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals.

Milwaukee County reserves the right to make changes to and/or withdraw this RFP at any time.

5.5 DISCLOSURE OF RFP INFORMATION

All materials submitted become the property of Milwaukee County.

Any restriction on the use of data contained within a request must be clearly stated in the bid itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, 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.

Data contained in a Request for 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 Milwaukee County.

Milwaukee County may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes 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 record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment G – Proprietary Information Disclosure). Confidential information must be labeled as such. Costs (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

5.6 PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of Milwaukee County. However, Milwaukee County reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer.

Milwaukee County reserves the right to negotiate with the successful proposer within the scope of the RFP in the best interests of Milwaukee County.

Milwaukee County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Milwaukee County may use information obtained through site visits, management interviews and the county's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the county's request for clarifying information in the course of evaluation and/or selection under the RFP.

Upon acceptance in writing by Milwaukee County of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated. Milwaukee County reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such cancellation is in the best interest of Milwaukee County.

Prior to the date and time set forth in the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative via e-mail to the RFP Contact/Administrator. After the proposal deadline, proposals may not be modified or withdrawn without the consent of Milwaukee County.

5.7 INCURRED EXPENSES

Milwaukee County shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

5.8 PROTEST AND APPEALS PROCEDURES

Protests and appeals related to this RFP after issuance of an "Intent to Award" are subject to the provisions of the Milwaukee County Code of General Ordinances, Chapter 110, (Available at http://www.municode.com/Library/WI/Milwaukee_County).

Appeals to FTA:

A protest may be filed with FTA following an adverse decision by Milwaukee County. The protest must be filed in accordance with procedures set forth in FTA Circular 4220.1F or current Circular.

Any protest must be filed with FTA in writing not later than five days after notification of an adverse decision by Milwaukee County. Protest should be filed with FTA, Region V, 200 West Adams Street, Suite 2410, Chicago, Illinois 60606-5253, and a concurrent copy sent to the RFP Contact/Administrator at Milwaukee County.

The FTA's review of any protests will be limited to:

- (1) Alleged failure of Milwaukee County to have a written protest procedure.
- (2) Alleged failure of Milwaukee County to follow such procedure.
- (3) Alleged violation of a specific Federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal regulation.

Protests Filed with FTA shall:

- (1) Include name and address of the protestor.
- (2) Identify the Milwaukee County project being protested.
- (3) Contain a statement of the grounds for protest and any supporting documentation. This statement shall detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
- (4) Include a copy of the local protest filed with Milwaukee County and a copy of the Milwaukee County decision.

5.9 CODE OF ETHICS

Proposers shall strictly adhere to Chapter 9 of the Milwaukee County Code of General Ordinances Code of Ethics, with particular attention to Subsection 9.05(2)(k):

“No campaign contributions to county officials with approval authority: No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental

approval. This provision does not apply to those items covered by section 9.14 unless an acceptance by an elected official would conflict with this section. The language in subsection 9.05(2)(k) shall be included in all Requests for Proposals and bid documents.”

5.10 FEDERAL REGULATIONS

The successful Proposer shall be required, and hereby agrees, to comply with all applicable Federal laws and regulations, including, but not limited to the Federal regulations listed in the attachments to this RFP. Forms that require signature are included in the attachments.

5.11 DRAFT OF MANAGEMENT SERVICES AGREEMENT

Request 37: Enclosed is a draft of the proposed Management Services Agreement. All proposers shall review the Draft Agreement and confirm in the proposals their ability to comply with all material requirements. Any material exceptions shall be provided in writing noting the section of the agreement and the specific exception being taken. Any material exceptions to the Draft Management Services Agreement identified by any proposer are not part of the evaluation process, as any resulting agreement is subject to negotiation with the successful proposer. In the absence of any such material exceptions noted by proposer, Milwaukee County expects the winning proposer to execute a contract in substantially the same form as the attached draft contract.

Milwaukee County intends to incorporate the response to this RFP as an attachment to any resulting agreement for transit management services.

ATTACHMENT A – CONFLICT OF INTEREST STIPULATION (Sign and Submit with Technical Proposal – Volume I)

MILWAUKEE COUNTY

REQUEST FOR PROPOSAL

FOR TRANSIT MANAGEMENT SERVICES

CONFLICT OF INTEREST STIPULATION

For purposes of determining any possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any MC employee, agent or representative or an immediate family member is also an owner, corporate officer, employee, agent or representative of the business submitting the bid. This completed form must be submitted with the proposal. Furthermore, according to the Milwaukee County Code of Ethics, no person may offer to give to any County officer or employee or immediate family member, may solicit or receive anything of value pursuant to an understanding that such County representatives vote, official actions or judgment would be influenced thereby.

Please answer below either YES or NO to the question of whether any MC employee, agent or representative or immediate family member is involved with your company in any way:

YES _____

NO _____

IF THE ANSWER TO THE QUESTION ABOVE IS YES, THEN IDENTIFY THE NAME OF THE INDIVIDUAL, THE POSITION WITH MC, AND THE RELATIONSHIP TO YOUR BUSINESS:

NAME _____

COUNTY POSITION

BUSINESS RELATIONSHIP

THE APPROPRIATE CORPORATE REPRESENTATIVE MUST SIGN AND DATE BELOW:

PRINTED NAME

AUTHORIZED SIGNATOR

TITLE _____

DATE _____

**ATTACHMENT B – SWORN STATEMENT OF BIDDER (Sign and
Submit with Technical Proposal – Volume I)**

MILWAUKEE COUNTY

REQUEST FOR PROPOSAL

FOR TRANSIT MANAGEMENT SERVICES

SWORN STATEMENT OF BIDDER

I, being first duly sworn at _____,

City, State

On oath, depose and say I am the _____

Official Title

Of the Bidder, _____,

Name of Company

Do state the following: that I have fully and carefully examined the terms and conditions of this Request for Proposal, and prepared this submission directly and only from the RFP and including all accessory data. I attest to the facts that:

- I have reviewed the RFP, all related attachments, questions and answers, addenda, and information provided through MC, in detail before submitting this proposal.
- I have indicated review, understanding and acceptance of the RFP (or relevant service component being bid upon).
- I certify that all statements within this proposal are made on behalf of the Bidder identified above.
- I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Bidder.

- I further stipulate that the said statements contained within this proposal are true and correct and this sworn statement is hereby made a part of the foregoing RFP response.

Signature

Legal Address

Subscribed and sworn to before me

This _____ **day of** _____, _____

Notary Public, _____ **County**

State of _____

My commission expires _____.

**ATTACHMENT C – COVER SHEET FOR MAIN PROPOSAL (Sign and
Submit with Technical Proposal – Volume I)**

COVER SHEET FOR THE MAIN PROPOSAL

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

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP for Transit Management Services

Vendor's Name

Title

Signature

Date

**ATTACHMENT D – COVER SHEET FOR PRICING PROPOSAL (Sign
and Submit with Price Proposal – Volume II)**

COVER SHEET FOR THE PRICING PROPOSAL

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

In submitting and signing this proposal, we represent that we have thoroughly read and reviewed this Request for Proposal and are submitting this response in good faith. We understand the requirements of the program and have provided the required information listed within the Request for Proposal.

The undersigned certifies and represents that all data, pricing, representations, and other information, of any sort or type, contained in this response, is true, complete, accurate, and correct. Further, the undersigned acknowledges that MC is, in part, relying on the information contained in this proposal in order to evaluate and compare the response to the RFP for Transportation Management Services.

Vendor's Name

Title

Signature

Date

ATTACHMENT E – EEOC COMPLIANCE (Sign and Submit with Technical Proposal – Volume I)

YEAR 2013 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS TO BE COMPLETED AND SIGNED BY ALL APPLICANTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL PROPOSER or CONTRACTOR or LESSEE or (Other-specify), (Hence forth referred to as CONTRACTOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

CONTRACTOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not 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.

CONTRACTOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be his responsibility to show that he has met all such requirements.

Non-Segregated Facilities

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following:

The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4206].

If a current plan has been filed, indicate where filed _____ and the year covered _____.

CONTRACTOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has (No. of Employees) _____ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) _____ employees in total.

Compliance

CONTRACTOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this ____ day of _____, 20____ by: Firm Name _____

By _____ Address _____
(Signature)

Title _____ City/State/Zip _____

**ATTACHMENT F – CERTIFICATION REGARDING DEBARMENT AND
SUSPENSION (Sign and Submit with Technical Proposal – Volume I)**

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief, that its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

ATTACHMENT G – PROPRIETARY INFORMATION DISCLOSURE FORM (Sign and Submit with Technical Proposal – Volume I)

PROPRIETARY INFORMATION DISCLOSURE FORM

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

Prices always become public information 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, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

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

Company Name _____
Authorized Representative _____
Signature _____
Authorized Representative _____
Type or Print _____
Date _____

**ATTACHMENT H – FTA REQUIRED THIRD-PARTY CONTRACT
CLAUSES (Sign and Submit Applicable Clauses with Technical
Proposal – Volume I)**

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)

Provisions A.1.19, A.1.20, A.1.11, A.1.12, A.1.24, A.1.28, A.1.30, A.1.6

Apply to – All FTA-assisted third-party contracts and subcontracts.

Provision A.1.19

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (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.

Provision A.1.20

**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**

- (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. chapter 53 or any other Federal law, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323 (1), or other applicable Federal law 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.

Provision A.1.11

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

49 CFR 18.36(i)

49 CFR 633.17

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 sub-grantee to 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.
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 U.S. 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 final payment is made by the grantee and all other matters are closed.
7. FTA does not require the inclusion of these requirements in subcontracts.

Provision A.1.12

FEDERAL CHANGES

49 CFR Part 18

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 during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Provision A.1.24

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.

Civil Rights – The following requirements apply to the underlying contract

(1) Non-discrimination – 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 requirement 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.

Provision A.1.30

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS **FTA Circular 4220.1F**

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 Milwaukee County requests that would cause Milwaukee County to be in violation of the FTA terms and conditions.

Provision A.1.6

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 *et seq.*

49 CFR Part 18

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.

Provision A.1.21

Apply to - Contracts > \$10,000. For contracts with nonprofit organizations and institutions of higher education, the threshold is \$100,000.

TERMINATION
49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience (General Provision) Milwaukee County 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 Milwaukee County to be paid the Contractor. If the Contractor has any property in its possession belonging to Milwaukee County, the Contractor will account for the same and dispose of it in the manner Milwaukee County 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, Milwaukee County 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 Milwaukee County 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, Milwaukee County, 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) Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days 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 Milwaukee County's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from Milwaukee County setting forth the nature of said breach or default, Milwaukee County 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 Milwaukee County 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 Milwaukee County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Milwaukee County shall not limit Milwaukee County'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) Milwaukee County 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, Milwaukee County 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, Milwaukee County may terminate this contract for default. Milwaukee County 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 Milwaukee County.

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, Milwaukee County may terminate this contract for default. Milwaukee County 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 Milwaukee County, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and Milwaukee County 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 Milwaukee County.

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, Milwaukee County may terminate this contract for default. Milwaukee County 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 Milwaukee County in writing of the causes of delay. If in the judgement of Milwaukee County, the delay is excusable, the time for completing the work shall be extended. The judgement of Milwaukee County 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) Milwaukee County 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. Milwaukee County 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 of Default (Cost-Type Contracts) Milwaukee County 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 Milwaukee County 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 Milwaukee County, or property supplied to the Contractor by Milwaukee County. If the termination is for default, Milwaukee County 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 Milwaukee County and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Milwaukee County, 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, Milwaukee County determines that the Contractor has as 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, Milwaukee County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Provision A.1.22

Apply to - All grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

49 CFR Part 29

Executive Order 12549

Executive Order 12689

31 USC 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The contractor is required to review the “Excluded Parties Listing System” at <http://epls.gov/> before entering into any subagreement, lease, third party contract, or other arrangement in connection with the Project and must include this review requirement in any lower tier covered transaction it enters into.

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 **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, 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 49 CFR 29, Subpart C 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.

Provisions A.1.2, A.1.25 Apply to – Awards exceeding the Simplified Acquisition Threshold (\$100,000)

Provision A.1.2 Applies when tangible property or construction will be acquired.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR Part 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j) and the applicable regulations of 49 CFR Part 661.11.

Date _____

Signature _____

Company _____

Name _____

Title _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR Part 661.7.

Date _____

Signature _____

Company _____

Name _____

Title _____

Provision A.1.25

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1F

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 Milwaukee County’s Director of Transportation or designee. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director of Transportation or designee. 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 Director of Transportation or designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by Milwaukee County, 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 Milwaukee County 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 Wisconsin.

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 Milwaukee County, 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.

Provisions A.1.10, A.1.14, A.1.7 Apply to – Awards exceeding \$100,000 by Statute

Provision A.1.10

LOBBYING
31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

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)

Certificate Regarding Lobbying

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 for each such expenditure or failure 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 of Contractor's Authorized Official

Title of Contractor's Authorized Official

Date

Provision A.1.14 Apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year

CLEAN AIR
42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

- (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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Provision A.1.7 Applies to each contract and subcontract, which exceeds \$100,000

CLEAN WATER REQUIREMENTS
33 U.S.C. 1251

- (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 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Provisions A.1.4, A.1.1 Apply to – Transport of property or persons.

Provision A.1.4 Applies when acquiring property suitable for shipment by ocean vessel

CARGO PREFERENCE REQUIREMENTS
46 U.S.C. 1241
46 CFR Part 381

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

Provision A.1.1 Applies when property or persons transported by air between US and foreign destinations or between foreign locations, or between foreign locations when the FTA will participate in the costs of such air transportation

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118

41 CFR Part 301-10

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 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.

Provisions A.1.16, A.1.17, A.1.13, A.1.5 Apply to – Construction activities

Provision A.1.16 Provisions of Davis-Bacon Act apply except for contracts < \$2,000 or third party contracts for supplies, materials, or articles ordinarily available on the open market. Provisions of Copeland Anti-Kickback Act apply to contracts > \$2,000.

DAVIS-BACON and COPELAND ANTI-KICKBACK ACTS

40 USC 3141, et seq.

18 USC 874

(1) Minimum wages –

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

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in

conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – Milwaukee County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, Milwaukee County may, after written notice to the contractor, sponsor, applicant, or owner, take such action as maybe necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** –

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. When ever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Milwaukee County for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents

(Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5 (a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of the title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(I) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) **Apprentices** – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes

shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

- (5) **Compliance with Copeland Act requirements** – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) **Subcontracts** – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) **Contract termination: debarment** – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility** – (I) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Provision A.1.17 Applies to contracts > \$100,000

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 U.S.C. 3701, et seq.

29 C.F.R. 5.2 (h)

49 C.F.R. 18.36 (i)(6)

- (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** – Milwaukee County 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.

Provision A.1.13 Apply to construction activities >\$100,000. Bond minimums are: 5% bid guarantee bond; 100% performance bond; Payment bond equal to 50% for contracts <\$1M, 40% for contract >\$1M - <\$5M, \$2.5M for contracts > \$5M.

BONDING REQUIREMENTS

Bid Bond Requirements (Construction)

- (a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to Milwaukee County and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Milwaukee County to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of 90 days subsequent to the opening of bids, without the written consent of Milwaukee County.

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

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

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

Performance and Payment Bonding Requirements (Construction)

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

(a) Performance bonds

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

(b) Payment bonds

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

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the Milwaukee County's interest.

(a) The following situations may warrant a performance bond:

1. Milwaukee County property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the Milwaukee County, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

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

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in Milwaukee County's interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

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

Patent Infringement Bonding Requirements (Patent Indemnity)

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

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to Milwaukee County, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Milwaukee County, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Project Manager or Contract Administrator, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Milwaukee County and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Milwaukee County. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [*as provided in Item X below*], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to Milwaukee County written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all)

Provision A.1.5 Applies to contracts for construction of new buildings or additions to existing buildings excluding micro purchases (under \$3,000), except for construction contracts over \$2,000.

SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.

49 CFR Part 41

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Provision A.1.17 Applies to – Non-construction Activities

Provision A.1.17 Apply to all turnkey, rolling stock, and operational contracts (excluding transportation services contracts) in excess of \$100,000

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 U.S.C. 3701, et seq.

29 C.F.R. 5.2 (h)

49 C.F.R. 18.36 (i)(6)

- (1) **Overtime requirements** – No contractor or subcontractor contraction 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** – Milwaukee County 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.

Provisions A.1.27, A.1.3, A.1.31 Apply to – transit operations except for micro-purchases, defined as purchases under \$3,000.

Provision A.1.27 Applies to Section 5307, 5309, 5311 or 5316 projects.

TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29CFR Part 215

- (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - (a) **General Transit Employee Protective Requirements** – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. § 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 subsection 3012(b) of SAFETEA-LU, or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for over-the-road bus accessibility program authorized by section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, 49 U.S.C. § 5310 note.
 - (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(b)(2), or subsection 3012(b) or SAFETEA-LU, 49 U.S.C. § 5310 note, and if the U.S. Secretary of Transportation has determined or determines in the future that

the employee protective requirement 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 in the 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.

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

Provision A.1.3

CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)

49 CFR Part 604

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.

SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(f) or (g)

49 CFR Part 605

School Bus Operations – Pursuant to 49 U.S.C. 5323(f) or (g) 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.

Provision A.1.31 Apply to safety sensitive functions. Applies to Section 5307, 5309, and 5311 projects.

DRUG AND ALCOHOL TESTING

49 U.S.C. § 5331

49 CFR Parts 653 and 654

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Wisconsin, or Milwaukee County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 31 and to submit the appropriate reports before February 15 to the Director of Transportation or designee, Milwaukee County – City Campus, 2711 W. Wells Street, Suite 300, Milwaukee, WI 53208. To certify compliance the contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Provision A.1.26 Applies to – Planning, research, development and documentation projects

Provision A.1.26 Apply only to research projects in which FTA finances and the purpose of the grant is to finance the development of a product or information. The requirements do not apply to capital projects or operating projects.

PATENT AND RIGHTS IN DATA

37 CFR Part 401

49 CFR Parts 18 and 19

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

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

- (1) The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
 - (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for “Federal Government purposes,” any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, “for Federal Government purposes,” means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
 1. Any subject data developed under that contract, whether or not copyright has been obtained; and
 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.
 - (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs

- for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
 - (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
 - (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
 - (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

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

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

Provisions A.1.8, A.1.9 Apply to – Acquisition of rolling stock/turnkey except for micro-purchases, defined as purchases under \$3,000

Provision A.1.8 Requirements pertain only to the acquisition of Rolling Stock/Turnkey

BUS TESTING
49 U.S.C. 5323(c)
49 CFR Part 665

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

Certificate of Compliance with 49 U.S.C. 5323 (c)

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date _____

Signature _____

Company Name _____

Title _____

Provision A.1.9 Apply only to the acquisition of rolling stock/turnkey

PRE-AWARD AND POST DELIVERY AUDIT REQUIREMENTS

49 U.S.C. 5323

49 CFR Part 663

The Contractor agrees to comply with 49 U.S.C. § 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- (1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point of the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Buy America Certificate of Compliance with FTA requirements for buses, other rolling stock or associated equipment.

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.11:

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Provisions A 1.28, A.1.15, A.1.23, §15.p, §12.g, 16 Apply to - Miscellaneous special requirements

Provision A.1.28 Apply to – Contracts awarded on the basis of a bid or proposal offering to use DBEs

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

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%. The agency's overall goal for DBE participation is __ %. A separate contract goal [of __ % DBE participation has] [has not] been established for this procurement.

b. The contractor 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 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 Milwaukee County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, use the following: Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission concurrent with and accompanying sealed bid, or concurrent with and accompanying an initial proposal, prior to award:

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

[Bidders][Offerors] must present the information required above as a matter of responsiveness with initial proposals prior to contract award (see 49 CFR 26.53(3)).

If no separate contract goal has been established, use the following: The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 7 days after the contractor's receipt of payment for that work from the **{insert agency name}**. In addition, the contractor is required to return any retainage payments to those subcontractors within 7 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify Milwaukee County, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Milwaukee County.

Provision A.1.15 Applies to contracts for items designated by EPA, when procuring \$10,000 or more per year

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

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

Provision §12.g Applies to contracts for rolling stock or facilities construction or renovation. Language taken from Master Agreement

AMERICANS With DISABILITIES ACT (ADA)

Access Requirements for Persons with Disabilities The recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board(U.S.ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (US. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) 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;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment of the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Any implementing requirements FTA may issue.

Provision 16 Applies to piggyback procurements

ASSIGNABILITY

Milwaukee County reserves the right to assign all or a portion of the specified deliverables of this contract under the terms originally advertised, competed, evaluated and awarded. Such assignment shall be limited to another FTA grantee. The assignment, should it occur, will be honored by the contractor and will be in force through the duration of the contract.

ATTACHMENT I – DRAFT MANAGEMENT SERVICES AGREEMENT

MANAGEMENT SERVICES AGREEMENT
BY AND BETWEEN
MILWAUKEE COUNTY
AND
TRANSIT MANAGEMENT CONTRACTOR

This Agreement is made and entered into the XX day of Month, 20XX, by and between Milwaukee County (hereinafter referred to as the “COUNTY”) and the Transit Management Contractor (hereinafter referred to as “TMC”) whose administrative offices are principally located in XX.

1. ACCEPTANCE OF CONTRACT

1.1 COUNTY does hereby engage TMC to manage the Transit System owned by Milwaukee County in and about the County of Milwaukee, Wisconsin, on the terms and conditions hereinafter set forth.

1.2 The desired result to be achieved by this Agreement is management of the Milwaukee County Transit System and its organization, guided by policies established by COUNTY, in such a manner as will provide the quality and quantity of services established from time to time by COUNTY on the basis of resources available to COUNTY.

2. SCOPE OF SERVICES

2.1 TMC agrees to furnish-day-to-day management services as reasonably required by the COUNTY and as necessary for the efficient operation of the Transit System and facilities under policies, standards, and procedures established by COUNTY, the State of Wisconsin, and the Federal Transit Administration (“FTA”), or as recommended by the TMC and subsequently adopted by COUNTY. TMC shall carry out and comply with all transit policy as established by the COUNTY and shall comply with all Federal, State of Wisconsin and local regulations as certified annually by the COUNTY as part of the respective Federal and State grant processes.

2.2 The TMC agrees to provide the day-to-day management of the transit system using a Resident Management Team under the policy direction of COUNTY as established in Milwaukee County Code of General Ordinances. The management services to be provided include, but are not limited to those relating to management of the daily operations, routes, scheduling, fare structure, service standards, budgeting, reporting, accounting, purchasing, safety, insurance, claims, employee selection/training, labor negotiations/relations, equipment and facilities utilization, maintenance, transit planning, marketing, advertising, security, public relations, administration of contracts for paratransit services and any special transit services, use of home office support/supplemental services and such other management functions as are needed in the operation of an urban transit system such as the Milwaukee County Transit System.

2.3 County administration of this agreement shall be provided by the Director of Transportation or his designee. TMC shall be directly accountable to the Director of Transportation for transit policy implementation. All formal communications and recommendations to the County Executive or Milwaukee County Board of Supervisors shall be signed by the General Manager (as defined below) prior to the signature by the Director of Transportation.

3. TMC GENERAL MANAGER AND DEPUTY GENERAL MANAGER OF OPERATIONS

3.1 TMC agrees to select and appoint a full-time General Manager (“GM”) and Deputy General Manager of Operations (“DGMO”), or equivalent title, of TMC, with the advice and approval of the COUNTY. It is specifically understood and agreed that in the event the person selected as GM and/or DGMO of TMC fails to perform his/her duties in a manner acceptable to COUNTY, then TMC, upon being so advised by COUNTY, shall select and appoint a new GM and/or DGMO of TMC acceptable to COUNTY. TMC may not reassign an appointed GM or DGMO to another TMC position without the prior selection of a replacement GM acceptable to COUNTY. In the event of death, disability, termination or other event resulting in the absence and/or inability of the GM and/or DGMO of TMC to satisfactorily perform the required duties, TMC shall select a qualified temporary replacement of either or both of them from the TMC staff, but only with the prior approval of COUNTY.

3.2 The TMC GM shall be responsible for the day-to-day management and operations of the Transit System. Except as otherwise provided herein, TMC shall exercise full control and supervision over the GM. However, COUNTY shall retain the right to issue, promulgate and set forth the policies, rules and regulations for the Transit System consistent with its responsibilities as set forth in the Milwaukee County Code of General Ordinances.

4. COMMENCEMENT AND TERM

This Agreement shall be effective on January 1, 2014, and shall remain in effect through December 31, 2016. COUNTY shall have an option to negotiate and extend the agreement for up to two one-year terms through 2018.

5. COMPENSATION AND OPERATING COST REIMBURSEMENT

5.1 OPERATING COST REIMBURSEMENT

(a) Variable Fees – Variable Fees shall be calculated based on the operational costs of vehicles in service from the time the vehicle leaves a facility to the time it returns (Platform Hours) multiplied times the number of vehicles in service. The TMC shall calculate these costs on a monthly basis and provide an invoice to the COUNTY for payment crediting any payments the COUNTY may have made in advance to the TMC.

(b) Fixed Fees – Fixed Fees shall be calculated based on the administrative

support functions necessary to support the daily transit operation. These fees shall be calculated annually. Once the Fixed Fee amount is calculated it shall be applied to the Variable Fee amount on a one-twelfth (1/12) basis identified independently on the monthly invoice. Increases to the Fixed Fee shall be approved in advance by COUNTY prior to billing.

(c) Cost Savings Incentive Payments – The Cost Savings Incentive Payment, or Incentive Payment, shall be based on the formula for sharing cost savings set forth in Exhibit A of this Agreement. The Incentive Payment is intended to be an incentive to increase revenues and maximize cost savings opportunities of the operating the system. The Incentive Payment shall be made payable to the TMC annually following a reconciliation process agreed to by TMC and COUNTY.

(d) Travel – Reasonable reimbursement expenses of all travel for TMC personnel shall be paid by the COUNTY. TMC must obtain prior approval from the Director of Transportation before travel arrangements are made identifying an estimated cost of travel. Prior approval for travel within a 100 mile radius of Milwaukee County, or within the State of Wisconsin is not required; however, the TMC shall provide COUNTY with prior notification. Reimbursement shall be at the Federal M&IE (meals and incidental expense) rate for the locality of travel. Reimbursement expenses include transportation, seminar, workshop, convention registration fees and related expenses, use of personal vehicles (if applicable, lodging, meals and similar activity expenses).

6. REVENUE AND WORK FUNDS

6.1 Revenues derived from the operation of the Transit System, whether from passengers from other sources, shall be and remain from the initial receipt thereof the absolute property of the COUNTY, and the treatment of such revenues, including the banking thereof, and the accounting therefore, shall be as directed by the COUNTY.

6.2 TMC, on behalf of the COUNTY, shall receive, collect and deposit all of the revenues collected in the operation of the Transit System in the manner directed by the COUNTY. TMC shall keep and maintain such books and records evidencing the operations of the Transit System in strict conformity with the requirements and at the direction of the COUNTY, and shall render, and certify to the COUNTY such full and complete monthly or other operating reports and financial statements as the COUNTY shall require.

6.3 The COUNTY shall provide funding for the operation of the Transit System which funds shall be deposited in an account and/or other special accounts as needed and shall be maintained by TMC and which shall be used to pay all payroll expenses and other “operating expenses” of the Transit System under such procedures and controls as the COUNTY may require, which procedures and controls, whenever adopted (whether adopted subsequent to the execution of this Agreement or not), are made a part hereof by reference thereto as if copied in full herein. The power, ownership and control of such funds shall remain at all times the property of COUNTY. At no time shall earnings from revenues, including work funds, become property of TMC.

6.4 TMC shall make good faith effort to provide COUNTY with the services described in and on the terms prescribed by this agreement in accordance with County-approved annual budgets. If TMC cannot reasonably comply with the terms of this agreement in accordance of County approved annual budget, TMC shall include projected variances to the annual budget as part of quarterly fiscal report, along with a plan for curing variances.

6.5 As used herein, the term general operating expenses of the Transit System shall mean and include, but not be limited to wages and compensation of TMC employees, payroll and social security taxes (other than those payable with respect to the employees of TMC), other taxes pertaining to premiums, cost of fuel, supplies and parts, repairs, uninsured losses, judgments, settlements, awards, benefit program expenses, and all other charges, costs and expenses incident to the operation of the Transit System shall be the obligation and responsibility of the COUNTY.

6.6 Nothing in this Section 6 shall be construed to mean that: (a) the COUNTY is the employer of any of the employees of TMC; or (b) the COUNTY's ability to create, have and/or operate a Transit Reserve Fund is restricted.

7. EQUIPMENT, FACILITIES, SERVICE AND USE OF ASSETS SUPPLIED BY THE COUNTY

7.1 The COUNTY shall furnish, reimburse, or provide for, based on approved budget, resolution or approved Ordinance, facilities, office space, utilities, furniture, equipment, supplies, and materials as may be reasonably necessary for TMC to perform its services under this Agreement. Additionally, TMC, at COUNTY's expense and without cost to TMC, shall be allowed to employ appropriate staff and expert consultants sufficient to carry out its day-to-day functions required by this Agreement. Any use of third party consultant service required by the TMC shall be subject to prior review and approval by the COUNTY.

7.2 TMC shall be responsible for the orderly safekeeping, maintenance and operation of all equipment and facilities specifically purchased or assigned to the operation of the Milwaukee County Transit System and shall maintain an inventory of the aforesaid equipment and facilities in accordance with FTA requirements including an annual Maintenance Plan in conformance with the provisions and requirements of Section 5307(e)(3)(b) of the Federal Transit Act, as amended.

7.3 The COUNTY further agrees that major maintenance of all County facilities used by the TMC will be the responsibility of the COUNTY unless otherwise agreed upon.

7.4 TMC will obtain prior written approval from COUNTY before bidding on any service outside of Milwaukee County that requires the use of Milwaukee County Transit System assets.

8. TITLE TO PROPERTY

The real estate, buildings, equipment, buses, motor vehicles and the materials, supplies, machinery, equipment and tools necessary and/or required for the operation of the Transit System shall be provided by the COUNTY and shall be, and at all times, remain, the property of the COUNTY. TMC acknowledges and forever waives any right, title and interest to said described property. Any property, real, personal, or mixed, that may hereinafter be acquired by COUNTY as necessary and/or required for the operation of the Transit System, shall be acquired by or for the COUNTY at its costs and shall be and remain the property of the COUNTY.

9. PURCHASING OF EQUIPMENT AND SUPPLIES

9.1 The TMC shall be responsible for all procurement activities including development of specifications and issuance of contracts on behalf of the COUNTY for all equipment, services and commodities for the benefit of operation of the Milwaukee County Transit System.

9.2 In the performance of this agreement, TMC shall conform to the competitive procurement provisions and requirements contained in the Federal Transit Administration Circular 4220.1F, Milwaukee County Code of General Ordinances Chapters 32, 44, and 56, as well as other provisions and requirements that may be duly enacted during the term of this agreement by the COUNTY, the State of Wisconsin or the Federal government, if applicable to TMC or Milwaukee County.

9.3 The TMC shall be responsible for review of the Excluded Parties Listing System (EPLS) to ensure excluded parties do not participate in FTA covered transactions. The TMC shall provide evidence in a procurement file that the EPLS was reviewed prior to award.

9.4 TMC shall abide by all Milwaukee County and Federal procurement guidelines, as applicable to COUNTY. TMC shall initiate purchases over \$50,000 through an appropriate RFP, RFQ or BID. In the case where Federal funds are used in the procurement, all applicable federal rules and guidelines shall apply. For purchases related to capital equipment over \$50,000, COUNTY shall review the RFP, RFQ or BID in advance of issuance. COUNTY shall be allowed five (5) business days following receipt of a complete information package of the procurement to review and provide input with respect to procurement. The COUNTY shall participate in any and all RFP proposal evaluation for capital or grant related purchases with a value of over \$50,000. Any agreement governing a purchase of services shall include a continuation of service provision that will ensure no interruption in the purchased services after the agreement expires for up to a maximum of one year.

9.5 The TMC shall establish and maintain written procurement procedures in conformance with Federal and Milwaukee County rules and regulations. In addition, the TMC shall establish scoring methodology and standards by procurement type and provide a framework for procurement schedules that reflect the amount of time available for steps on the process.

9.6 In the event of an emergency (when immediate action is required to preserve property, protect life, health or welfare, and/or to make time-sensitive purchase decisions) TMC may enter into contracts or extend purchase orders requiring expenditures exceeding \$50,000 for up to one year. Within fourth-eight (48) hours of the execution of such an emergency contract or purchase order, a written report shall be provided to the County Executive, County Board Chair and the Director of Transportation providing written detail of the extent of the emergency, why the necessary purchase was required and the fiscal impact of the action taken.

9.7 TMC shall report in advance to the COUNTY the types and amounts of materials, supplies, tools and equipment, including buses, needed for use in TMC's operation and/or maintenance of the Transit System and TMC shall make recommendations to the COUNTY as to type, quantity and amount of materials, supplies and equipment to be purchased for the operation the Transit System.

9.8 TMC shall provide a quarterly list of all procurement activities for services and commodities for all such purchases itemized by vendor identifying aggregate dollar amount and include number of contracts by vendor.

9.9 TMC will provide to COUNTY the reports set forth on **EXHIBIT B** of this Agreement according to the schedule set forth on **EXHIBIT B**.

10. MEMBERSHIPS AND ASSOCIATIONS

The COUNTY shall maintain membership in the American Public Transportation Association (APTA) for the use and benefit of the TMC and COUNTY. Any membership and association in affiliation with, or representing the transit system as maintained by the TMC shall be provided to, and include, the COUNTY at its option.

11. COUNTY EMPLOYER STATUS, CONTRACTUAL OBLIGATIONS, TMC EMPLOYEES

11.1 The TMC will assume all labor and other contractual obligations necessary for the operation of the Transit System. Prior to collective bargaining, TMC shall consult with COUNTY regarding objectives of collective bargaining and shall provide updates to TMC of bargaining status. The TMC will be solely responsible for the compensation of the GM and all its employees and related matters in accordance with State, Federal and local regulations.

11.2 In the performance of its duties of operating the transit system, the TMC agrees to execute and abide by the terms and conditions of any agreements entered into by COUNTY pursuant to 49 U.S. Code, Section 5333(b); formerly, Section 13(c) of the Federal Transit Act.

11.3 This agreement or its termination shall in no way deprive any of the employees of TMC of any rights or privileges as they exist upon the effective date hereof, which may accrue pursuant to the provisions of 49 U.S. Code, Section 5333(b).

12. NON-COMPETITION

TMC shall not bid for, operate or provide services for other transit or transportation services within Milwaukee County that would otherwise compete with the Milwaukee County ridership base that provides a significant revenue source for the operations of transit services, without prior written approval of COUNTY.

13. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY

13.1 NON-DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN

In the performance of this agreement, TMC shall conform to Title VI and Civil Rights non-discrimination provisions and requirements contained in Federal Transit Administration Circular 4702.1, as well as other provisions and requirements that may duly enacted during the term of this agreement by the COUNTY, the State of Wisconsin or the Federal government, if applicable to TMC or Milwaukee County.

13.2 NON-DISCRIMINATION ON THE BASIS OF DISABILITY

In the performance of this agreement, TMC shall conform to the non-discrimination provisions and requirements contained in the Americans with Disabilities Act of 1990 as set forth in the Code of Federal Regulations, 49 CFR Parts 27, 37, and 38 as well as other provisions and requirements that may be duly enacted during the term of this agreement by the COUNTY, State of Wisconsin or Federal government, if applicable to TMC or Milwaukee County.

13.3 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of this agreement, TMC shall conform to the Equal Opportunity provisions and requirements contained in the General Ordinances of Milwaukee County, Section 56.17, Wisconsin Statutes Section 16.765, Federal Executive Order 11246, and Federal Transit Administrative Circular 4704.1 and other provisions and requirements that may be duly enacted during the term of this agreement by the COUNTY, State of Wisconsin or Federal government, if applicable to TMC or Milwaukee County.

13.4 NOTIFICATION

(a) During the performance of this contract, the TMC agrees as follows:

1. TMC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. TMC, in solicitations or advertisements for employees placed by or on behalf of the TMC, will state that such TMC is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(b) TMC will include the provisions of the foregoing subparagraphs (a) 1, 2 and 3 in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

14. AUDIT MAINTENANCE OWNERSHIP AND INSPECTION OF RECORDS

14.1 TMC shall permit the authorized representatives of the COUNTY to inspect and audit all books, data and records of TMC relating to its performance of the provisions of this Agreement. To the extent that Federal funds are involved, the right to inspect and audit shall also extend to the authorized representatives of the United States Department of Transportation and the Comptroller General of the United States.

14.2 TMC agrees to maintain all records required, related to and/or in connection with this Agreement for at least 3 years after the COUNTY has made the final payment to TMC, together with all documents, records, etc. of all other pending COUNTY matters and covered by this Agreement until completed and/or closed.

14.3 Any document, report or data generated by TMC related to and/or in connection with this Agreement shall be the sole property of the COUNTY, subject to any rights asserted by the Federal Transportation Administration of the United States Department of Transportation. TMC may use copies of the documents, reports or data for its files and to perform its obligations under this Agreement. TMC shall not remove, destroy, change and/or release to any person, firm, or corporation or other legal entity any documents, reports or data related to and/or in connection with its performance of this Agreement without prior written approval of the COUNTY.

14.4 Any reports, information, documents or work products given to or prepared or assembled by TMC related to and/or in connection with its performance of this Agreement, shall be deemed privileged and confidential and shall not be made available to any person, firm, corporation or other legal entity, by TMC without the prior written approval of the COUNTY.

14.5 TMC agrees that any and all information, in electronic, oral or written form it possesses whether obtained from the COUNTY, its agents or assigns, or other sources, or generated by TMC pursuant to this Agreement or its performance of this Agreement shall be used only to fulfill the requirements of and to enhance its performance under this Agreement. TMC further agrees to keep in absolute confidence all confidential or proprietary data relative to the business and affairs of the COUNTY, its agents or assigns. No news release or public statement, including photographs or film, public announcements, denial, or confirmation of any part of the subject matter of any phase of any the program and/or the business and affairs of the COUNTY governed by this Agreement shall be made by TMC without prior written approval of the COUNTY.

14.6 TMC acknowledges and agrees that the Wisconsin Public Records law applies, to the extent set forth under that law, to its records created and maintained in connection with its performance under this contract.

15. INDEPENDENT CONTRACTORS

15.1 TMC is an independent contractor and therefore specifically reserves and retains the right to exercise full control and supervision over its employees, their employment, compensation and discharge, except as provided otherwise herein, and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with social security rules, regulations and laws, including withholding and all other regulations governing such matters. However, TMC in the performance of the obligations pursuant to this Agreement shall comply with Wisconsin law, all COUNTY contracts, TMC's labor contracts, and all applicable COUNTY regulations, and policies, if any.

16. FORCE MAJEURE

TMC 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 beyond the reasonable control of TMC, including, but not limited to, strikes, order or decrees of any court directing a cessation of transit services and/or the operation of the Transit System, acts of God, governmental restriction, enemy action, civil commotion, unavoidable casualty, unavailability of fuel or parts due to "external" causes.

17. CONFLICT OF INTEREST

17.1 No employee, officer or agent of the COUNTY shall participate in the selection or in the award of a contract if a conflict of interest, real or apparent, may be involved. Such a conflict would be deemed to exist where any of the following has a financial or other interest in the firm selected for the award of a contract:

- (a) An employee, officer or agent;
- (b) Any member of his or her immediate family;
- (c) His or her partner; or
- (d) Any organization which employs, or is about to employ, any individual covered by 18.1(a), (b), or (c) above.

17.2 The parties hereto agree that they will be bound by and adhere to the provisions of the Milwaukee County General Code of Ethics to the extent applicable to each.

18. INTEREST OF PUBLIC OFFICIALS

No County Board Member, officer or employee of any public body, during their tenure, or for one year thereafter, shall have any interest direct or indirect in this Agreement or the benefits thereof.

19. INTEREST OF MEMBERS OF CONGRESS OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be permitted to own a share or have any interest in this Agreement or to any benefit arising there from.

20. CANCELLATION OF AGREEMENT

20.1 In addition to its termination rights in section 23, the COUNTY shall have the right to cancel this Agreement for any of the following reasons:

(a) If TMC makes a material misrepresentation to the COUNTY prior to the award of this Agreement;

(b) If TMC obtained this Agreement by fraud, collusion, conspiracy or other unlawful means;

(c) If this Agreement is in conflict with any statutory and/or constitutional provision of the State of Wisconsin or the United States in such a manner as to preclude the performance of this Agreement; or

(d) If TMC shall (i) apply for, or consent to, the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; (ii) be adjudicated a bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing the inability to pay debts as they become due; (iii) make a general assignment for the benefit of creditors; (iv) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law; (v) file an answer admitting the material allegations of, consent to, or default in answering a petition filed against TMC in any bankruptcy, reorganization or insolvency proceeding; or (vi) if any involuntary petition for bankruptcy is filed against TMC and such petition is not dismissed within thirty (30) days of its filing date.

20.2 This Section 21 shall not be construed to limit the COUNTY's right to terminate this Agreement for cause or loss of funding as provided herein.

21. CONTINUITY OF SERVICES

21.1 TMC recognizes that the services under this contract are vital to COUNTY and must be continued without interruption and that, upon contract expiration or termination, a successor, either COUNTY or another contractor, may continue them. TMC agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to effect an orderly

and efficient transition to a successor.

21.2 TMC shall, upon COUNTY's written notice: (i) furnish phase-in, phase-out services for up to 180 days after this contract expires; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to COUNTY's approval. TMC shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

21.3 TMC shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. TMC also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, TMC shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

22. TERMINATION

Termination provisions are defined in the attached **EXHIBIT C** - Third-Party Contract Clauses. (Third party clauses provided as Attachment H of the RFP will be included as Exhibit C of any resulting agreement)

23. SEVERABILITY

23.1 If any provision of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions thereof shall remain in full force and effect.

23.2 This Agreement is not intended to be a third-party beneficiary agreement and confers no rights to any person, firm, corporation or legal entity other than the COUNTY and TMC.

24. NO PERSONAL LIABILITY

No Milwaukee County Board member, officer, director or employee of the COUNTY or TMC shall be personally liable for the conditions of this Agreement.

25. ASSUMPTION OF LIABILITIES

Upon cancellation, expiration or termination of this Agreement, then the COUNTY shall immediately designate a successor entity which shall become the employer of all persons who were the employees of TMC immediately prior to such expiration or termination. The designated successor entity shall then immediately assume responsibility for the payment and/or performance of all outstanding obligations arising out of any extant (a) employment relationship including, but not limited to, wages, benefits, pension or profit-sharing plans, and (b) labor

contracts, and other contractual obligations.

26. ASSIGNMENT

This Agreement shall not be assigned or transferred by TMC without the prior written consent of COUNTY. This Agreement shall be binding upon the successors of the respective parties hereto.

27. DEBARRED BIDDERS

TMC, including its officers and owners who have a controlling interest in TMC are not and have not been on any debarred bidders list maintained by the United States Government. The Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters shall be signed as a part of this agreement. Should TMC be included on such list during the term of this Agreement, they shall immediately inform the COUNTY, in writing, of such fact.

28. NOTICE

Notice to TMC means written notice to TMC, and shall be by certified mail, return receipt requested, with proper postage affixed, addressed to TMC and delivered to the office of TMC's designated address. Notice to the COUNTY means written notice and shall be by certified mail, return receipt requested, with proper postage affixed, addressed to the Department of Transportation 2711 W. Wells Street, Milwaukee, WI 53208.

29. CHOICE OF LAW

This Agreement is a Wisconsin contract and shall be governed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

30. WAIVER OF SUBROGATION

The COUNTY warrants that on any existing or hereafter acquired insurance policy covering property of the COUNTY, it shall require an endorsement providing a waiver of subrogation by the insurer. The COUNTY shall indemnify and hold TMC harmless from any liability to any insurance company which may claim a right of subrogation by reason of any payment to the COUNTY.

31. INSURANCE

Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the

Director of Risk Management and Insurance prior to services commenced under this Contract.

Contractor shall provide evidence of the following coverages and minimum amounts.

It is understood and agreed that Contractor shall obtain information on the professional liability coverages of all sub-consultants and/or sub-contractors in the same form as specified above for review of the County.

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation	Statutory (with waiver of subrogation)
Employers Liability	\$100,000/\$500,000/\$100,000
Commercial/Comprehensive General Liability	
General Aggregate	\$2,000,000 per occurrence
Bodily injury/Property Damage	\$1,000,000 per occurrence
Personal Injury	\$1,000,000 per occurrence
Contractual Liability	\$1,000,000 per occurrence
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000 per accident
All Autos – owned and non owned and/or hired	
Uninsured Motorist	per WI requirements
Professional liability/Errors and Omissions/Directors and Officers liability	
	\$1,000,000 per occurrence
Employee dishonesty	\$1,000,000 per occurrence

Milwaukee County, as its interests may appear, shall be named as an additional insured for general liability, as respects the services provided in this Contract.

The insurance specified above shall be placed with at least an A-/VIII rated carrier per Best's Rating Guide approved to do business in the State of Wisconsin.

A Certificate of Insurance shall be submitted for review to the County Risk Manager for each successive period of coverage for the duration of this Contract.

32. INDEMNIFICATION

32.1 TMC covenants and agrees to fully defend, protect, indemnify, and hold harmless COUNTY, its elected officials, directors, officers, employees, attorneys and agents from and

against all liability, including claims, demands, and causes of action brought by others against COUNTY, together with expenses including, but not limited to, reasonable attorney's fees and expenses incurred in defense of COUNTY, arising out of, or in any way incidental to, or in connection with, the operation of the Transit System and other activities by TMC.

32.2 TMC shall indemnify and defend COUNTY against all claims, suits, liabilities and expenses on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished under this Agreement by TMC. The COUNTY shall indemnify and defend TMC against all claims, suits, liabilities and expenses on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished under this Agreement by the COUNTY. COUNTY may participate in the defense of any such claim or suit without relieving TMC of any obligation hereunder to COUNTY.

33. CONFIDENTIALITY

TMC agrees that any and all information, in oral or written form, whether obtained from COUNTY, its agents or assigns, or other sources, or generated by TMC pursuant to this Agreement shall not be used for any purpose other than fulfilling the requirements of this Agreement. TMC further agrees to keep in absolute confidence all data relative to the business of COUNTY, their agents or assigns. No news release or public statement, including but not limited to photographs and film, public announcement, denial or confirmation of any part of the COUNTY shall be made by TMC without prior written approval of COUNTY, except for communications for the purposes of marketing.

34. FTA REQUIRED THIRD PARTY CONTRACT CLAUSES

TMC shall abide by all applicable FTA required contract clauses. All necessary and applicable certifications must be signed and dated prior to the execution of this agreement.

35. CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE

In performance of this agreement, TMC shall comply with all applicable Federal certifications and assurances as certified annually by the Contract Administrator, included but not limited to provisions listed in all attachments.

36. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

In the performance of this agreement, TMC shall conform to the Disadvantaged Business Enterprise ("DBE") participation provisions and requirements contained in Chapters 32, 42, and 44 and Section 56.30 of the Milwaukee County Code of General Ordinances, and U.S. Department of Transportation 49 Part 26 (contained in FTA Required Third Party Contract Clauses), the Milwaukee County Disadvantaged Business Enterprise Goals Program, as well as other provisions and requirements in effect or that may be duly enacted during the term of this

Agreement by the COUNTY, State of Wisconsin or Federal government, if applicable to TMC or Milwaukee County.

37. DRUG-FREE WORKPLACE

37.1 The TMC shall conform to 49 U.S. Code, Section 5331, the Federal Drug and Alcohol Testing Program designed to help prevent accidents and injuries resulting from the misuse of alcohol or the use of prohibited drugs by employees who perform safety sensitive functions, including annual certifications as well as generally maintaining an alcohol and drug free workplace, and other provisions and requirements that may be duly enacted during this agreement by the COUNTY, the State of Wisconsin or the Federal government if applicable to the TMC or Milwaukee County.

37.2 During the performance of this contract, the TMC agrees to (i) provide a drug-free workplace for the TMC's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the TMC's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the TMC that the TMC maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, with respect to the subject matter, and supersedes any previous understandings, representations, commitments or agreements, oral or written. No provision of this Agreement may be waived except by a writing signed by the party to be charged, nor may this Agreement be amended except by a writing executed by both parties. If any provisions, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed on the XXst day of Month, Day, by their duly authorized officers after a due reading and understanding of the whole of this Agreement pursuant to action taken by the Milwaukee County Board of Supervisors on _____, Resolution File Number _____.

MILWAUKEE COUNTY

BY: _____
Director, Department of Transportation - Duly Authorized

BY: _____
Corporation Counsel

BY: _____
Director, Risk Management

BY: _____
Director, CBDP Division

TMC, INC.

BY: _____
President - Duly Authorized

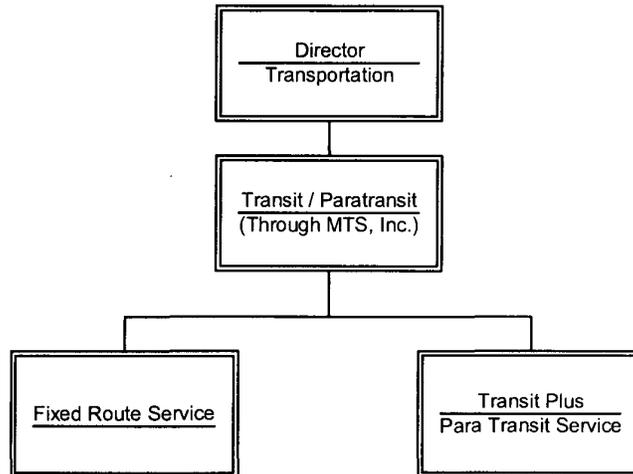
EXHIBIT A

EXHIBIT B

EXHIBIT C

ATTACHMENT J – 2013 ADOPTED BUDGET FOR TRANSIT/PARATRANSIT SYSTEM (PROVIDED FOR REFERENCE ONLY)

MILW CO TRANSIT-PARATRANSIT SYSTEM (5600)



MISSION

The Milwaukee County Transit / Paratransit System exists to provide reliable, convenient, and safe public transportation services that efficiently and effectively meet the varied travel needs of the community and contribute to its quality of life.

Budget Summary		
	2013	2012/2013 Change
Expenditures	163,909,968	(5,166,698)
Revenue	145,031,108	(4,943,900)
Levy	18,878,860	(222,798)

Major Programmatic Focus
Increase funding for bus security by \$500,000, or 55 percent.
Continuation of Metro EXpress service on Red, Blue, and Green Lines.

OBJECTIVES

- Provide a safe and dependable transit system for the traveling public.
- Operate within established budgets while maximizing the quality and timeliness of services provided.
- Work with service providers to ensure that high quality paratransit service is provided cost effectively while meeting the needs of individuals with disabilities.

DEPARTMENTAL PROGRAM DESCRIPTION

The Milwaukee County Department of Transportation (MCDOT) provides public transit services through the Milwaukee County Transit System (MCTS). Management of the transit system, including paratransit services, is provided by Milwaukee Transport Services, Inc. (MTS), a private non-profit corporation under contract to the County under the supervision of MCDOT. The corporation uses transit facilities and equipment owned and provided by Milwaukee County.

Paratransit operations include the provision of demand responsive transportation and orientation to transportation services. These services provide a complement to the fixed-route services of MCTS and are available to those who are Americans with Disabilities Act (ADA) paratransit eligible.

The Director's Office of the MCDOT provides County oversight as well as conducts various transit related studies, and prepares and administers Federal and State transit grants. Division personnel also facilitate the acquisition of capital equipment as well as provide design and construction services for capital facilities.

2013 BUDGET

Approach and Priorities

- The 2013 Budget was developed to ensure continued provision of efficient transportation services.

Programmatic Impacts

- Increases funding for bus security by \$500,000 or 55 percent.
- Maintains service levels and passenger fares.
- Continues Metro EXpress service on Green, Red, and Blue Lines.
- Estimated \$8.5 million in Congestion Mitigation and Air Quality (CMAQ) improvement funding to support express routes.

Transit Operations (Fixed Route)

Expenditure and Revenue Overview

Operating expenses increase \$1,702,841 from \$134,791,493 to \$136,494,334. Passenger revenues (passenger abatement) increase \$254,872 from \$41,370,128 to \$41,625,000.

Fixed route services increase 18,202 miles (0.1 percent)/9,453 hours (0.7 percent). The increase in fixed route services is due to budgeting for a full 12 months of Metro EXpress service compared to 11 months in the 2012 Budget.

Fares

Fixed route fares remain at the 2012 budgeted level.

Feasibility Study – Bus Passes

MCTS is directed to conduct a feasibility study on creating partnerships with businesses with the intent of creating a lower cost subsidized pass for low-income working people. MCTS is also directed to study the feasibility of creating a summer long youth pass for teens who are employed and/or seeking employment. MCTS shall report back to the Transportation, Public Works & Transit committee in the April 2013 committee meeting cycle with its findings and recommendations.

Feasibility Study – Ridership, Fares and Paper Transfers

MCTS is directed to conduct a feasibility study on how to increase non-captive ridership, lower fares while maintaining revenues, and eliminate paper transfers. MCTS shall report back to the Transportation, Public Works, and Transit Committee in the April 2013 committee meeting cycle with its findings and recommendations.

Paratransit Operations

Revenue and Expenditure Overview

Operating expenses decrease \$7,567,048 from \$26,434,449 to \$18,867,401. Program revenue decreases \$5,982,802 from \$10,949,134 to \$4,966,332. The decrease in expenditures and revenues is the result of fewer estimated trips in 2013 compared to 2012. Estimated trips decrease 325,385 from 1,004,814 to 679,429. Trip subsidies paid by Managed Care Organizations (MCOs) remain at the 2012 budgeted level of \$12.55 per one-way trip.

Paratransit Fares

Paratransit fares remain at the 2012 budgeted level of \$4.00 per one-way trip.

Paratransit Service Area

Paratransit services within Milwaukee County remain border-to-border.

New Freedom Initiative

Transit will continue to coordinate with the Office for Persons with Disabilities and other County agencies to continue to provide free rides on the fixed route system for eligible persons with

disabilities through the Federal New Freedom Initiative, with the goal of continuing to expand mobility and reducing the need for paratransit service.

BUDGET SUMMARY				
Account Summary	2011 Actual	2012 Budget	2013 Budget	2012/2013 Change
Personal Services (w/o EFB)	\$ 366	\$ 0	\$ 0	\$ 0
Employee Fringe Benefits (EFB)	0	0	0	0
Services	350,267	348,266	368,266	20,000
Commodities	415,219	420,000	490,000	70,000
Transit Operations	135,374,136	138,280,305	139,996,311	1,716,006
Other Charges	23,696,036	26,984,637	20,089,800	(6,894,837)
Capital Outlay	804,332	277,500	487,500	210,000
County Service Charges	2,683,547	2,765,958	2,478,091	(287,867)
Abatements	0	0	0	0
Total Expenditures	\$ 163,323,903	\$ 169,076,666	\$ 163,909,968	\$ (5,166,698)
State & Federal Revenue	89,632,528	94,078,246	94,899,600	821,354
Other Direct Revenue	7,871,036	7,415,500	2,538,176	(4,877,324)
Transit Revenue	48,753,325	48,481,262	47,593,332	(887,930)
Total Revenue	\$ 146,256,889	\$ 149,975,008	\$ 145,031,108	\$ (4,943,900)
Direct Total Tax Levy	17,067,014	19,101,658	18,878,860	(222,798)

FARE STRUCTURE			
Fare Type	Current Fare	2013 Fare	2012/2013 Change
Adult Cash	\$2.25	\$2.25	\$0.00
Adult Ticket	10/\$17.50	10/\$17.50	\$0.00
Premium Cash	\$3.25	\$3.25	\$0.00
Premium Ticket	10/\$23.50	10/\$23.50	\$0.00
All Half fares Cash	\$1.10	\$1.10	\$0.00
All Half Fares Tickets	10/\$11.00	10/\$11.00	\$0.00
Adult Weekly Pass*	\$17.50	\$17.50	\$0.00
Monthly Pass	\$64.00	\$64.00	\$0.00
Student Pass – Special*	\$16.50	\$16.50	\$0.00
U-Pass**	\$45.00	\$45.00	\$0.00
Commuter Value Pass***	\$201.00	\$201.00	\$0.00
Paratransit Fare****	\$4.00	\$4.00	\$0.00

* Per week

** Per School Semester

*** Per Quarter

**** Per one way trip

ACTIVITY & STATISTICAL SUMMARY			
	2011 Actual	2012 Budget	2013 Budget
Fixed Route Service			
Buses in Fleet	415	415	415
Buses Operated in Peak Service	341	324	333
Annual Bus Miles	17,107,116	17,239,145	17,257,347
Annual Bus Hours	1,298,645	1,299,862	1,309,315
Revenue Passengers	38,075,651	37,216,700	37,500,000
Cost per Mile	\$7.75	\$7.82	\$7.91
Cost per Revenue Passenger	\$3.48	\$3.62	\$3.64
Revenue per Revenue Passenger	\$1.10	\$1.11	\$1.11
Farebox Recovery Ratio	31.65%	30.69%	30.50%
Transit Plus			
Van Trips per Hour	1.99	2.00	2.00
Ridership	876,494	1,004,814	679,429
Cost per Ride	\$25.35	\$26.31	\$27.77

All departments are required to operate within their expenditure appropriations and their overall budgets. Pursuant to Section 59.60(12), Wisconsin Statutes, "No payment may be authorized or made and no obligation incurred against the county unless the county has sufficient appropriations for payment. No payment may be made or obligation incurred against an appropriation unless the director first certifies that a sufficient unencumbered balance is or will be available in the appropriation to make the payment or to meet the obligation when it becomes due and payable. An obligation incurred and an authorization of payment in violation of this subsection is void. A county officer who knowingly violates this subsection is jointly and severally liable to the county for the full amount paid. A county employee who knowingly violates this subsection may be removed for cause."

**ATTACHMENT K – COST PROPOSAL TEMPLATE (MUST
DOWNLOAD EXCEL, COMPLETE, AND SUBMIT HARDCOPY
WITH PRICE PROPOSAL – VOLUME II)**

ATTACHMENT K - Cost Proposal Template

BIDDER ORGANIZATION NAME

Instructions: Please enter the percentage of costs for each of the three contract areas in the individual highlighted cells below:

INITIAL 3 YEAR CONTRACT TERM						
	Year 1 Proposed Budget	Year 1 Proposed Percentage (ENTER PERCENTAGE)	Year 2 Proposed Budget	Year 2 Proposed Percentage (ENTER PERCENTAGE)	Year 3 Proposed Budget	Year 3 Proposed Percentage (ENTER PERCENTAGE)
Management Expense	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
Administrative Expense	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
Operations Expense	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%
% Variance Must Sum to 0	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%
Expenditure Budget	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%

Note: The sum of the proposed budget in each year should equal the expenditure budget of \$164,000,000. As a check to your formula, the variance amount in each year of the proposal should always equal 0% and \$0.

2 OPTIONAL 1 YEAR CONTRACT RENEWALS					
	Option Year 1 (Year 4) Proposed Budget	Option Year 1 (Year 4) Proposed Percentage (ENTER PERCENTAGE)	Option Year 2 (Year 5) Proposed Budget	Option Year 2 (Year 5) Proposed Percentage (ENTER PERCENTAGE)	
Management Expense	\$ -	0.00%	\$ -	0.00%	
Administrative Expense	\$ -	0.00%	\$ -	0.00%	
Operations Expense	\$ -	0.00%	\$ -	0.00%	
% Variance Must Sum to 0	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	
Expenditure Budget	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	

Note: The sum of the proposed budget in each year should equal the expenditure budget of \$164,000,000. As a check to your formula, the variance amount in each year of the proposal should always equal 0% and \$0.



COUNTY BOARD OF SUPERVISORS

Milwaukee County

December 11, 2013

Via US Mail and email

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Re: Notice of Appeal Pursuant to Milwaukee County Ordinance 110.06 and 110.07
for RFP #2013-5600 – Transit Management Services for the Milwaukee County
Transit System

Dear Counsel,

I am writing to provide the schedule of the Administrative Determination Review Committee for this Appeal.

–Opening Briefs by Veolia Transportation Services, Inc., and Milwaukee Transport Services, Inc. are due by **5 p.m. Thursday, January 2, 2014**. Briefs are limited to 30 pages each. See additional notes on briefing, below.

–Response briefing by Milwaukee County Department of Transportation is due by **5 p.m. Thursday, January 23, 2013**. The Department's Response is limited to a total of 50 pages, and may consist of one brief, two briefs, or other format as the Department sees fit (e.g., main brief and supplement).

–Reply Briefs by Veolia and Milwaukee Transport are due by **5 p.m. February 6, 2014**. Briefs are limited to 15 pages each.

–Argument and deliberation will be **February 18, 2014**, beginning at 9:30 a.m. A formal notice and agenda will be issued. Each of the three parties will be allowed one hour to present argument and address questions from the Committee members. Veolia and Milwaukee Transport will go first and may reserve time for rebuttal. Only arguments of counsel will be heard. Blowups of record evidence are welcome if useful. No witness testimony or statements from principals will be received or considered. The Committee expects to break for lunch, then convene in closed session for deliberation. The Committee’s decision will be issued in writing, most likely within a few days.

Briefs and argument should address the issues before the Committee as set out in MCO 110.09, namely:

- (1) Did the Department keep within its jurisdiction?
- (2) Did the Department act according to law?
- (3) Was the action of the Department arbitrary, oppressive, or unreasonable, representing its will and not its judgment?
- (4) Is the evidence such that the Department might reasonably make the determination in question?

Additional notes on briefing:

Briefs must be in standard double-spaced format, 1” margins, 12 point type.

Evidence cited must be limited to the record that was produced to all parties on December 6, 2013. Absent a directive from the Committee, no affidavits, statements, or additional statements will be received or considered in briefs or at argument.

While Committee members have access to the entire record, for ease of reference, the parties are welcome to submit with their briefs a reasonable number of record exhibits they may wish to highlight or emphasize.

Parties will submit **12 hard copies** of all materials, **plus discs or emails** containing 1) a pdf of the brief for posting online by the Committee for public access and 2) a Word version of the brief for use by the Committee and its staff. Please print double-sided wherever possible.

Hard copies must be mailed or delivered to Room 201 of the Courthouse, attn: Jodi Mapp, Committee Clerk, in time for receipt by the stated deadline. An emailed copy may be sent to Jodi.Mapp@Milwcnty.com

Briefs and materials will become public records under the Wisconsin Public Records Law, §§ 19.31-19.37, Stats., upon receipt by the Committee Clerk.

The Committee has planned an informational meeting for its members at **9:30 a.m. January 7, 2014**. The meeting will convene in open session but may move into closed session as needed and permitted. A formal agenda and notice will be issued. Comments from the public, counsel or principals will not be entertained. Representatives of the Department or other County departments may be asked to provide basic background information to the members about the RFP process and scoring procedures.

Should you have questions about the above, please direct them in writing to Paul Bargren, Office of the Corporation Counsel, Room 303 of the Courthouse, or at Paul.Bargren@Milwcnty.com. Answers provided to written questions will be shared with all parties.

Very truly yours,

A handwritten signature in blue ink that reads "Michael Mayo Sr". The signature is fluid and cursive.

Supervisor Michael Mayo Sr.
Committee Chair

cc: (via email)
County Board Chair Dimitrijevic
County Executive Abele
All Supervisors
Jodi Mapp
Stephen Cady
Kelly Bablitch
Paul Bargren
Brian Dranzik
James Martin
Patrick Lee
Don Tyler
Raisa Koltun

ADMINISTRATIVE DETERMINATION REVIEW COMMITTEE MILWAUKEE COUNTY BOARD OF SUPERVISORS	
In re the Bid Protest of MCDOT RFP # 2013-5600	
BRIEF OF PROPOSER MILWAUKEE TRANSPORT SERVICES, INC.	

Despite the worst technical score, MV Transportation, Inc. ("MV") "won" RFP# 2013-5600 based solely upon its non-responsive and arbitrary price proposal.¹ A month after price proposals were submitted to the RFP, MV admitted that it did not follow the, albeit flawed, RFP requirements in submitting its price proposal.² Despite the obvious non-responsive and absurd nature of its price proposal, Milwaukee County Department of Transportation ("MCDOT") accepted MV Transportation's proposal, and deemed it the "winner."³

Unfortunately, this was not the only error in the hurried process for RFP 2013-5600. Independently, and collectively, the process errors resulted in an unreasonable determination by MCDOT to award a contract for transit management services to MV, a for-profit company from Dallas, Texas. The process was flawed because, amongst other faults:

1. MV Transportation, Inc.'s Unreasonable Price Proposal was Non-Responsive, and Should be Thrown Out.
2. MV's and McDonald's Price Proposals Are Unreasonable and Should be Thrown Out.
3. MCDOT Entered into Discussions with MV Transportation Permitting Modifications Without Doing the Same to Other Proposers.
4. Evaluators Were Given Unclear or No Scoring Guidance Resulting in Arbitrary Scores for "Yes/No" Requests.

¹ 001597

² 001662 & Exhibit B.

³ 001597, 001665 & Exhibit B.

5. Evaluators Took Into Account Personal Experience with a Proposer in Violation of Evaluation Instructions.
6. Scoring Guidance Provided was Biased Against an Incumbent Not-For-Profit Entity; and
7. The Record is Devoid of Evidence That References Were Verified.

Because the process was flawed, and resulted in an unreasonable decision by MCDOT to award the contract to MV; and because, after repairing some of the mistakes in the process, Milwaukee Transport Services, Inc. ("MTS") had the highest scoring proposal, this Administrative Determination Review Committee should modify the decision of MCDOT and award the contract to MTS, the 38 year non-profit incumbent.

Background

The stakes could not be much higher. The contract at stake is for \$820 million to service 950,000 residents of Milwaukee County.⁴ For 2011 alone, MTS operated 1,298,645 bus hours serving a total ridership of 44,753,412.⁵

To fulfill this role, MCDOT published RFP #2013-5600 on April 29, 2013 seeking a provider of transit management services.⁶ Of great concern though is not the publication date, but the earliest date in the record.

The record, as released on this Chapter 110 proceeding dates back to April 16, 2013 as the earliest evidence that an RFP process was underway.⁷ The next date recorded is April 19, 2013 when a meeting was held by MCDOT with Corporation Counsel.⁸ That meeting was to discuss the "methodology for the cost proposal section" of the RFP.⁹ Thus, the methodology for the cost proposal section was not finalized until April 19, 2013, at the earliest. That is, how the

⁴ 000040.

⁵ 000040.

⁶ 000040 & 000872.

⁷ 000025.

⁸ 000035.

⁹ 000035.

cost component of the RFP would be structured for this \$820 million contract was not finalized until ten days before the RFP was published.

A few weeks after the RFP was published, a pre-proposal conference was held on May 20, 2013.¹⁰ But, questions for that conference were due no later than May 15, 2013.¹¹

At the pre-proposal conference, MCDOT expressly stated that MCDOT would not provide any further information on how the proposals would be evaluated. Further, in response to questions submitted before and after the pre-proposal conference, MCDOT flatly stated that it would not respond to questions relating to how proposals would be evaluated.¹² MCDOT did provide for follow-up questions to be submitted no later than May 22, 2013.¹³ Interestingly, it appears that Veolia submitted additional questions on June 3, 2013, which were addressed, in part, by Milwaukee County.¹⁴

Indeed, on June 20, 2013, MV submitted additional questions regarding the price proposal to MCDOT.¹⁵ MCDOT responded in defense of its RFP as drafted, but did not do so until July 3, 2013 as MCDOT apparently did not receive MV's questions until June 24, 2013.¹⁶

The proposals were due by June 24, 2013.¹⁷ In response, MCDOT received five separate proposals from one non-profit, and four for-profit providers.¹⁸ Ten days earlier, the Evaluation Panel was selected.¹⁹ Publicly, the County Executive's office claimed that the Evaluation Panel

¹⁰ 000872.

¹¹ 000872.

¹² 000186.

¹³ 000872.

¹⁴ 000019-000020.

¹⁵ 000891-000892.

¹⁶ 000889-000890.

¹⁷ 000872.

¹⁸ 000885.

¹⁹ 000931 & Exhibit D.

was made up of "experts in the industry."²⁰ Yet, it would appear that the Evaluation Panel was made up of only two individuals who worked in the transportation industry, one from MCDOT, and the other from the Wisconsin Department of Transportation.²¹

On June 14, the Evaluation Panel members received, amongst other documents, a document entitled "General Instructions for Eval for RFP."²² The General Instructions included the requirement that:

"Your scoring must be based solely on your interpretation of the materials submitted and your knowledge of the objectives of the program and RFP. Do not allow outside discussions and information, news media, and historical events to influence your score. Score based upon the information that is in front of you."²³

The members were further told of the following schedule:

- June 26, 2013, initial evaluation meeting at which the members would receive copies of the proposals.²⁴
- July 2, 2013, conference call to discuss questions and concerns.²⁵ The members were instructed to complete their initial review of the proposals by this time.²⁶
- July 9, 2013, meeting to discuss final clarifications.²⁷
- July 10, 2013, final evaluations due to Mr. Martin.²⁸
- July 12, 2013, meeting of the Evaluation Panel to review the final recommendation by the Evaluation Panel.²⁹

Not everything went as planned. First, at least one member of the Evaluation Panel was likely only able to review three of the five proposals before the July 2, 2013 conference call.³⁰

²⁰ BizTimes July 30, 2013

[http://www.biztimes.com/article/20130730/ENEWSLETTERS02/130739976/0/SEARCH.](http://www.biztimes.com/article/20130730/ENEWSLETTERS02/130739976/0/SEARCH)

²¹ 000896.

²² 000931, Exhibit D, 000898 & Exhibit C.

²³ 000898 & Exhibit C.

²⁴ 000931 & Exhibit D.

²⁵ 000931 & Exhibit D.

²⁶ 000931 & Exhibit D.

²⁷ 000931 & Exhibit D.

²⁸ 000931 & Exhibit D.

²⁹ 000931 & Exhibit D.

Second, Mr. Martin was provided with incomplete scores by some members forcing him to state, as late as July 11, 2013, that "in the event that I do not here [sic] from you prior to 9AM tomorrow, I will assume for scoring purposes that you've assigned a 0 (zero) for the" requests without a score.³¹

Finally, it appears that at the July 12, 2013, meeting, members asked for the opportunity to provide "additional feedback related to the MV Transportation proposal."³² In response, one of the members provided additional feedback in the form of five "areas where I considered MV's proposal to be deficient..."³³ And, on July 17, 2013, an additional member listed four requests where MV's proposal "was lacking."³⁴ This member suggested that MCDOT seek additional information from MV so MCDOT could "get a better understanding [of MV's] operations, experience, etc."³⁵

Despite the numerous deficiencies and lack of understanding of MV's proposal, the RFP Administrator stated on July 22, 2013, that "It is the consensus recommendation of the evaluation panel, based upon the attached, that an Intent to Award be made and for the Director of Transportation to enter into initial contract negotiations with MV Transportation..."³⁶ The "attached" was an Inter-Office Communication from the RFP Administrator to the Director of Transportation recommending the selection of MV and noting the deficiencies and lack of understanding of MV's proposal.³⁷

³⁰ 000937.

³¹ 000942-000943 & Exhibit E.

³² 000948 & Exhibit F.

³³ 000949 & Exhibit F.

³⁴ 000951 & Exhibit F.

³⁵ 000951 & Exhibit F.

³⁶ 001648 & Exhibit G.

³⁷ 001649-001650, Exhibit G, & 001624.

In the RFP, as with all requests for proposal with Milwaukee County, MCDOT reserved the ability to require oral presentations from proposers.³⁸ Yet, instead of using this tool, MCDOT chose another course.

On July 23, 2013, MCDOT sent MV a list of twenty-two "follow up questions."³⁹ The questions ranged from how MV's paratransit experience will translate to fixed-route,⁴⁰ and the comparable systems provided by MV,⁴¹ to MV's price proposal.⁴² With respect to comparable systems to Milwaukee County, MV admitted that it "included operations where the total fleet size was comparable to direct services provided by Milwaukee County..."⁴³ That is, MV did not tell MCDOT what systems MV actually operates that are of a similar size to Milwaukee County. Instead, MV included numbers for an entire system of which MV only operates a portion.⁴⁴

However, the most interesting response deals with the price proposal. MCDOT stated, as its 18th item, the following:

Amount provided for in Management fees and Administrative fees will be the amount of the fixed fee portion of the contract. Operations expenses associated with provided transit service will be the variable or operations expense portion. Any amounts for Management and Administration not provided for by the proposed amount in the RFP will be the responsibility of MV Transportation.⁴⁵

At 8:42 am on July 26, 2013, MV responded:

The County did not provide a breakdown of the costs within these three components, and therefore the company allocated the costs into the three categories based on experience with similar services. If selected, the company respectfully requests to sit down with the County to decide on a final allocation between the three cost components, based on the County's

³⁸ 000055.

³⁹ 001651-001653 & Exhibit A.

⁴⁰ 001652 items 6 and 11 & Exhibit A.

⁴¹ 001652 item 17 & Exhibit A.

⁴² 001652 item 18 & Exhibit A.

⁴³ 001661 & Exhibit B.

⁴⁴ 001661 & Exhibit B.

⁴⁵ 001652 & Exhibit A.

interpretation of the individual cost elements. Then the final amounts written into the contract would be binding to MV for the contract term.⁴⁶

Ten hours later MCDOT issued its Notice of Intent to Award to MV.⁴⁷

Argument

1. MV Transportation, Inc.'s Unreasonable Price Proposal was Non-Responsive, and Should be Thrown Out.

MCDOT received five proposals in response to RFP 2013-5600.⁴⁸ MV received the lowest score for its technical ability to perform the job.⁴⁹ The lowest score.

Yet, MV was chosen by MCDOT for award of the contract. Why? Because MV purportedly proposed the lowest price which averaged \$8.6 million per year.⁵⁰

On July 23, 2013, a month after proposals were due, MCDOT sent a list of "follow up questions...related to the proposal submitted by MV Transportation..."⁵¹ The twenty-two questions ranged in scope, but all provided MV the ability to elaborate further on items that should have been in their proposal in the first place.⁵² Yet, one pivotal question effectively went unanswered. MCDOT stated:

Amount provided for in Management fees and Administrative fees will be the amount of the fixed fee portion of the contract. Operations expenses associated with provided transit service will be the variable or operations expense portion. Any amounts for Management and Administration not provided for by the proposed amount in the RFP will be the responsibility of MV Transportation.⁵³

MCDOT apparently thought \$8.6 million per year was unreasonable. MCDOT's declaratory statement appears to be a reminder to MV that, based upon their price proposal, MV

⁴⁶ 001662 & Exhibit B.

⁴⁷ 001664-001665.

⁴⁸ 001597.

⁴⁹ 001597.

⁵⁰ 001607.

⁵¹ 001651 & Exhibit A.

⁵² The propriety of entering into discussions with only one vendor will be discussed below.

⁵³ 001652 & Exhibit A.

can get no more than \$8.6 million per year in any contract for management and administration costs. In other words, MV may be losing as much as \$20 million per year in this agreement.⁵⁴

MV's response was a confused admission that its price proposal was not based upon MCDOT's criteria, and would be fully renegotiated:

The County did not provide a breakdown of the costs within these three components, and therefore the company allocated the costs into the three categories based on experience with similar services. If selected, the company respectfully requests to sit down with the County to decide on a final allocation between the three cost components, based on the County's interpretation of the individual cost elements. Then the final amounts written into the contract would be binding to MV for the contract term.⁵⁵

In other words, MV would not stand by its price proposal, and, after award of the contract, "sit down with the County to decide on a final allocation between the three cost components..."⁵⁶ As a result, MV's price proposal was simply non-responsive as failing to adhere to RFP# 2013-5600.⁵⁷

FTA guidance on this subject is clear.

When evaluating bids or proposals submitted, FTA expects the recipient to consider all evaluation factors specified in its solicitation documents, and evaluate the bids or offers only on the evaluation factors included in those solicitation documents. The recipient may not modify its evaluation factors after bids or proposals have been submitted without re-opening the solicitation.⁵⁸

Despite these facts and FTA requirements, MCDOT apparently did not have the time, was not able to, or did not further evaluate the price proposal submitted, and now disavowed, by MV. Further, letting MV change their proposal after award effectively modifies the evaluation

⁵⁴ MV has since publicly stated that its proposal was at a zero profit. However, zero profit and losing \$20 million per year are not analogous.

⁵⁵ 001662 & Exhibit B.

⁵⁶ 001662 & Exhibit B.

⁵⁷ It is especially telling that MCDOT, apparently, considered MV's price proposal to be responsive, and counted it, yet did not give the same credibility to MTS's Option A price proposal which was based off of the NTD Uniform System of Accounts.

⁵⁸ FTA C 4220.1F, Rev. 4, VI(7)(a)

factors after the proposals were already submitted. Thus, giving MV the full 200 points allotted for the price proposal section was not only unreasonable, it was absurd.

The fact that MV received 200 points for its price proposal brings up another way in which MCDOT modified its evaluation criteria after the proposals were submitted. In RFP # 2013-5600 MCDOT clearly states that the technical portion of the proposal will be worth 80%, while the price proposal will be worth 20%.⁵⁹ Yet, the evaluations yield remarkably different percentages. For example, MV's actual totals amounted to 54% for the technical portion, and the full 20% for the price proposal. Thus, while price should only have amounted to 20% of MV's total score, it in fact accounted for 27% of MV's total score.⁶⁰

2. MV's and McDonald's Price Proposals Are Unreasonable and Should be Thrown Out.

Despite MV's admittedly non-responsive price proposal, both it and McDonald's price proposals cannot be taken as legitimate and are unreasonable. MV submitted a price proposal averaging \$8.6 million per year,⁶¹ while McDonald submitted a price proposal averaging \$16.5 million per year.⁶² That is, MV's and McDonald's Management and Administrative price proposals constitute 5.22% and 10.07% of the total budgeted amount respectively.⁶³

Yet, percentages stated above are meaningless unless you have something to compare them to. Fortunately, the FTA collects just such data each year through its National Transit Database ("NTD"). This data is collected annually on each and every mass transit system in the country and provides a comparison point for the management and administrative costs of each system.⁶⁴ Further, every five years the Wisconsin Department of Transportation conducts an

⁵⁹ 000055.

⁶⁰ MV's price proposal score (200), divided by the sum of MV's uncorrected technical score (540.4) and its price proposal score (200).

⁶¹ 001607.

⁶² 001608.

⁶³ 001607 & \$8,626,759 divided by \$164,000,000 and \$16,475,160 divided by \$164,000,000.

⁶⁴ The most recent data available is from 2012. See <http://www.ntdprogram.gov/ntdprogram/data.htm>.

audit of all urban transit systems in Wisconsin.⁶⁵ In conducting this audit, WisDOT determines the peer systems for Milwaukee County, and rates Milwaukee County based upon several factors, including the Management and Administrative costs.

The average administration and management cost for the peer systems in 2012 was 17.74%. Either MV and McDonald have found a magical solution they are only willing to share with Milwaukee, or MCDOT is being duped.

It gets worse. The NTD data above is based upon a Uniform System of Accounts arranged by FTA. In other words, the FTA asks each transit entity to report what it spends on specific categories, thus creating a uniform system. In seeking price proposals, MCDOT came up with a pricing scheme that deviated from the NTD Uniform System of Accounts. As a result, the NTD data above is really an apples to oranges comparison with the percentages for MV and McDonald. An apples to apples comparison shows MV's and McDonald's numbers to be even more unrealistic than noted above.

MTS submitted two cost proposals in response to RFP 2013-5600, Option A and Option B. Option A was based off of the NTD Uniform System of Accounts. Option B was created using MCDOT's instructions within RFP 2013-5600. MTS's Option A proposal was for an average of \$18,313,659 per year in management and administrative expense. MTS's Option B proposal was for an average of \$23,887,476 per year in management and administration expense. Based upon the scoring, it is clear that MCDOT choose to accept Option B, and ignore Option A. Why they made that decision remains unknown. Nonetheless, MTS's two proposals provides our key to making an apples to apples comparison of the peer system NTD data, and MV's and McDonald's proposals.

⁶⁵ Wisconsin Department of Transportation Transit System management Performance Audit of the Milwaukee County Transit System, February 2008, pg. 1.

The percentage difference between MTS' Option A and Option B proposals is 24%. In other words, the proposal based off of NTD Uniform System of Accounts was 24% less than the proposal based off of MCDOT's rules. Applying that same percentage difference to MV's and McDonald's proposals yields a five year average for management and administrative expense of \$6,613,822 and \$12,628,606 respectively. As a result, using the NTD Uniform System of Accounts, MV's and McDonald's Management and Administrative price proposals constitute 4.03% and 7.70% of the total budget for MCTS respectively.

"The Common Grant Rules requires the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications."⁶⁶ The FTA's best practice guidance provides that a "[p]rice analysis is based essentially on data that is verifiable independently from the offeror's data."⁶⁷ One of the reasons an entity is required to conduct a price analysis is because "[P]rices which are unreasonably low can also be detrimental to your agency's program if they prove to be an indication that the offeror has made a mistake or doesn't understand the work to be performed."⁶⁸

The work, administration and management costs, as currently being performed, are 13.86% percent of the budget.⁶⁹ And, the average peer group administration and management cost was 17.74% percent of the budget.⁷⁰ Again, MV and McDonald have proposed 4.03% and 7.70% respectively.⁷¹ Thus, an apples to apples comparison breaks down as follows:

⁶⁶ FTA C 4220.1F, Rev. 4, VI(6).

⁶⁷ BPPM § 5.2.

⁶⁸ BPPM § 5.2.

⁶⁹ 2012 NTD Data.

⁷⁰ 2012 NTD Data.

⁷¹ Using the NTD Uniform System Analysis levels.

Management and Administrative Costs as a Percentage of Total Budget (NTD 2012)	
Metro Transit - Minneapolis	13.56%
MCTS	13.86%
Pittsburgh	13.92%
Kansas City	15.89%
Cincinnati	16.31%
TARC-Louisville	16.38%
St. Louis	17.06%
Columbus	17.30%
Cleveland	19.14%
Indianapolis	19.36%
Detroit	19.71%
AC Transit - Alameda	20.97%
Rhode Island	22.43%
Denver	22.44%
Average	17.74%
MV Transportation, Inc.	4.03%
McDonald	7.70%

While both MV and McDonald likely promised efficiencies and savings, it is clear that they either made a mistake or do not understand the work to be performed for a system the size of MCTS. This fact is further emphasized when reviewing notations from the evaluation committee. Notably, the evaluation committee rated MV's proposal for revenue enhancement as **"clearly the weakest of all the proposals"** (emphasis added).⁷²

As a result of these unreasonably low price proposals, MCDOT should have conducted a price analysis to in fact determine if the prices were legitimate. Since they did not, and since the prices obviously are not legitimate, both price proposals should be thrown out.

⁷² 001138- Request 33 & Exhibits I & J.

3. MCDOT Entered into Discussions with MV Transportation Permitting Modifications Without Doing the Same to Other Proposers.

As stated above, MCDOT contacted MV on July 23, 2013, asking a list of 22 questions concerning MV's proposal. The BPPM defines "discussion" as: "Any oral or written communication between a procurement official and a potential offeror (other than communication conducted for the purpose of minor clarification) whether or not initiated by the procurement official, that (1) involves information essential for determining the acceptability of a proposal, or (2) provides the offeror an opportunity to revise or modify its proposal."⁷³

"Clarification" is defined as "[a] communication with an offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in a proposal."⁷⁴

On July 23, 2013, MCDOT asked, for example:

1. What business functions will be handled in Milwaukee and what are handled by corporate?
3. How does MV plan on administering the pension system for MCTS?
10. There is no mention of on board security. Does MV intent [sic] to provide on-board or on-call security?
11. Service planning section seems to be a model for demand response. How does MV propose to make service changes? What analysis is done, who is involved and from what locations?
16. More discussion is needed regarding purchasing of fuel. Current vendor purchases fuel, RFP states Milwaukee County will buy fuel. Our expectation is that the vendor will buy fuel for the system. If this cannot be done we need to know why? [sic]⁷⁵

Each one of the questions noted above seeks far more than simply "eliminating minor irregularities, informalities, or apparent clerical mistakes." The FTA states that "[i]f the questions, and the concurrent opportunity to respond, are sufficient to lead an offeror into areas

⁷³ BPPM § 4.5.4.

⁷⁴ BPPM § 4.5.4.

⁷⁵ 001652-001653 & Exhibit A.

of perceived deficiency in its proposal, discussions have been held." ⁷⁶ Here, each question noted a deficiency in MV's proposal, and gave MV a chance to revise or modify its proposal as written.

The FTA provides that if discussions are opened with any offeror, then they should be opened with all offerors that have a reasonable chance of being selected for award. ⁷⁷ Yet, the record is devoid of any other examples where MCDOT conducted discussions with any other proposer after all proposals were accepted. Further, the Milwaukee County Code of Ordinances state that "Information shall not be furnished to a prospective vendor if, alone or together with other information, it may afford the prospective vendor an advantage over others."⁷⁸

The procurement violated FTA guidance and the Milwaukee County Code of Ordinances because MV, and only MV, was permitted the opportunity to correct its deficiencies.

4. Evaluators Were Given Unclear or No Scoring Guidance Resulting in Arbitrary Scores for "Yes/No" Requests.

Twelve different Requests effectively asked the proposers to simply meet a requirement. That is, an evaluator should have been tasked with determining whether the requirement was met or not. Yes or no. Instead, the evaluators were given no guidance at all.

In instructing the evaluation committee on how to evaluate the submitted proposals, MCDOT provided "Scoring Guidance" for 33 of the 37 requests. The evaluators were also given general instructions to score "based solely on your interpretation of the materials submitted and your knowledge of the objectives of the program and the RFP." ⁷⁹ However, it is evident from the scores provided, that no guidance was given when a request required only that a proposal meet a requirement. In practice, the evaluator from MCDOT scored the proposals correctly, in this manner, by assigning a point value of "8" for almost all responses that met the requirement.

⁷⁶ BPPM § 4.5.4.

⁷⁷ BPPM § 4.5.4.

⁷⁸ MCCO § 32.47(2).

⁷⁹ 000898 & Exhibit C.

Applying this same "requirement met" methodology where appropriate drastically changes the technical scores:

Scored With a "Requirements Met" Standard ⁸⁰								
Rank	Proposer	Evaluator 4 - MCAdm Fiscal	Evaluator 6 - CBDP	Evaluator 1 - MCFamily Care	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	Avg
1	MTS	724.9	624.7	587.9	633.6	618.2	691.8	646.8
2	Veolia	705.5	593.6	585.7	592.5	632.4	723.1	638.8
3	McDonald	694.6	614.3	572.2	564.3	627.3	671.4	624.0
4	First Transit	700.0	537.6	531.0	545.6	544.4	692.8	591.9
5	MV	653.4	570.2	508.3	506.7	549.0	504.4	548.7

Scores changed to an "8" if the requirement stated was met.
 Requests Modified: 3, 8, 9, 10, 11, 12, 14, 21, 28, 29, 30, 31 - If a requirement was "met" as indicated by either notations or the score, the score was leveled at an "8"
 Request 13 modified only with respect to MTS who is the incumbent.

And, the gap between MTS and all other proposals is even greater when evaluating only the non-requirements met requests. Now, MTS scores, nearly 20% higher than MV:⁸¹

Technical Scores Not Including the "Requirements Met" Categories ⁸²								
Rank	Proposer	Evaluator 4 - MCAdm Fiscal	Evaluator 6 - CBDP	Evaluator 1 - MCFamily Care	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	Avg
1	MTS	503.6	403.4	372.6	416.5	396.9	476.5	428.3
2	Veolia	484.2	374.3	367.2	373.2	411.1	501.8	418.6
3	McDonald	437.6	368.2	328.5	340.9	379.2	428.4	380.5
4	First Transit	445.0	311.0	302.8	324.8	317.2	452.0	358.8
5	MV	434.1	348.9	295.4	312.6	333.9	337.7	343.8

Requests satisfied with a "meets requirement" not counted.
 Requests Not Counted: 3, 8, 9, 10, 11, 12, 14, 21, 28, 29, 30, 31
 Request 13 modified only with respect to MTS who is the incumbent.

"The Common Grant Rules prohibits solicitation requirements that contain features that unduly restrict competition."⁸³ "Situations that are considered impermissibly restrictive include,

⁸⁰ Exhibit I.

⁸¹ 80.27%=343.8/428.3

⁸² Exhibit I.

but are not limited to...Taking any arbitrary action in the procurement process."⁸⁴ In this procurement, arbitrary action was taken by omission. MCDOT did not provide guidance to its evaluators when the request sought only that an evaluator meet a requirement. As a result, evaluators were left to arbitrarily assign points on a 1-10 scale.

For example, Request 9 stated:

Please provide an outline of the organizational structure as well as financial reporting and controls that will be used to fulfill any resulting agreement with Milwaukee County.

Further, the secret Scoring Guidance, stated:

This request is to evaluate that proposer has provided an outline of its organizational structure, specifically that it has provided an overview of financial reporting and internal controls that are in place.

Thus, an evaluator was charged with evaluating whether an outline was provided or not.

The Scoring Guidance did not ask the evaluators to judge how good the outline is, just whether it was provided and gave an overview of financial reporting and internal controls. The evaluator from MCDOT correctly treated this request as a "requirements met" request and assigned a score of "8" to each proposer that met the requirement. The same cannot be said of the other evaluators who arbitrarily gave points higher than an 8, for simply meeting a requirement. Omitting this crucial rule from the Scoring Guidance created arbitrary evaluations in violation of FTA's Common Grant Rules.

5. Evaluators Took Into Account Personal Experience with a Proposer in Violation of Evaluation Instructions.

The instructions given to the evaluators expressly stated:

"Your scoring must be based solely on your interpretation of the materials submitted and your knowledge of the objectives of the program and RFP.
Do not allow outside discussions and information, news media, and

⁸³ FTA C 4220.1F, Rev. 4, VI(2)(a)(4).

⁸⁴ FTA C 4220.1F, Rev. 4, VI(2)(a)(4).

historical events to influence your score. Score based upon the information that is in front of you." (emphasis added)⁸⁵

It is evident from a review of evaluator notations that the highlighted command was not followed.

For example, in its scoring of MTS's proposal to Request 19,⁸⁶ Evaluator 6, who is listed as working for Milwaukee County CBDP, stated: "Issues with proper management of paratransit contracts."⁸⁷ That evaluator gave MTS a 6 out of a possible 10. What is telling here is that, in response to Request 19, MTS mentions management of paratransit only once stating: "In many instances, such as in the example of paratransit, the contract contains extensive performance standards which are monitored on a daily basis."⁸⁸ Clearly Evaluator 6 found this information somewhere other than in the RFP or proposals.

Then, in scoring MTS' proposal for Request 27,⁸⁹ Evaluator 6 wrote: "Issues with effective communication."⁹⁰ Looking to MTS' proposal again, it is impossible to find what Evaluator 6 is basing its statement, and low score of 7 upon. Again, Evaluator 6 clearly looked somewhere other than the information put in front of him or her.

Then we get to Request 28⁹¹ and Evaluator 4, Milwaukee County Administration Fiscal, and Evaluator 5, Milwaukee County Administration. Request 28 sought two examples of

⁸⁵ 000898 & Exhibit C.

⁸⁶ Request 19 stated: "Identify your experience in the use of third party contractors, contract employees and Disadvantaged Business Enterprise vendors. Provide information as to how these groups are overseen by management staff." 000051.

⁸⁷ 001564.

⁸⁸ 001839.

⁸⁹ Request 27 stated: "Describe how your organization will handle notification and resolution of critical and/or sensitive information, disputes that require interagency involvement, and/or reporting omissions that require corrective action." 000052.

⁹⁰ 001568.

⁹¹ Request 28 stated: "Proposer should provide two examples of their organization's experience with successful development and implementation of major, effective cost savings initiatives. Provide details of each experience that includes the timeframe for implementation, dollar value, and overall impact on performance and/or operations of

successful development and implementation of major, effective cost savings initiatives.⁹² Both evaluators had similar responses to MTS' proposal. "The Paratransit Agency Fares and New Freedom programs were initiated by non-MTS staff."⁹³ And, "Some of these initiatives were County Administration driven. They were not all developed by MTS, Inc."⁹⁴ Like above, none of this was in any of the materials before the evaluators. Instead, two Milwaukee County Administration employees brought these comments, and scores, to the table outside of the RFP process.

While some of the above examples were requests that also fall under the "yes/no" requirements-met criteria discussed above in Section 4, the issue raised here has broader potential implications than these few requests. Not every evaluator actually kept notes for each proposal request. As a result, it is unclear how much evaluators brought outside influences in to their evaluations. But, it is clear that they did.

6. Scoring Guidance Provided was Biased Against an Incumbent Not-For-Profit Entity.

"[C]ounty officials still plan to issue a request for proposals next week for a new contractor to take over management and operations of the Milwaukee County Transit System."⁹⁵ Seeing an opportunity, the administration hurried a quickly drafted RFP out the door to acquire a new contractor.⁹⁶

Yet, in order to receive federal funding from the Federal Transit Administration ("FTA") MCDOT is required to agree not to conduct any "procurement based on exclusionary or

comparable transit systems that your organization has managed and how that may apply to Milwaukee County." 000052.

⁹² As noted in Section 4 above, Request 28 is one of the "yes/no" requirements met Requests that was leveled at a score of "8" if the notations indicate the requirement was met.

⁹³ 001291.

⁹⁴ 001421.

⁹⁵ <http://www.jsonline.com/watchdog/pi/official-at-center-of-botched-paratransit-contract-to-retire-kg9lm3e-204176061.html>

⁹⁶ <http://www.jsonline.com/blogs/news/200123531.html>

discriminatory specifications...⁹⁷ In violation of that agreement, the Scoring Guidance given to the evaluators, and kept secret, created an unfair bias against MTS, as the incumbent.

The Scoring Guidance provided to evaluators, intentionally or not, was biased against any incumbent, and particularly a not-for-profit incumbent. As examples of this bias, we restate below the request and guidance for Request 13 and Request 14.

Request 13

Request 13 provided the following RFP Description:

Please provide a description of proposer's experience in transitioning employees of comparable transit systems from another provider to your organization. Provide a high level overview of issues encountered and timeframe required for transition. Please detail your experience with transitioning of employee benefits including maintaining the existing pension plan.

An obvious point is that any incumbent would not be required to transition employees. Therefore, any response from an incumbent should be given no more, and no less, than meeting the requirement of the request. In other words, MTS should not be given a "10," nor should it be given anything less than an "8" in response to this request. During the pre-bid process, MTS did request information concerning how evaluations would be conducted, yet MCDOT publicly stated that no further information would be disclosed on that issue.⁹⁸ The information that was not disclosed to proposers, or the public, included the Scoring Guidance given to evaluators.

The Scoring Guidance for Request 13 stated as follows:

This request should demonstrate that the proposer has experience in migrating/transitioning employees and operations from another transit services provider to its organization. Scorers should consider timeliness and quality of the transitions as expressed by the proposer.

⁹⁷ FTA Master Agreement MA(19), § 17(c).

⁹⁸ Affidavit of Michael Giugno.

No provision was made for the scoring of any incumbent. Thus, all evaluators were left without direction. Without direction, MTS suffered receiving scores such as "5" and notations by the evaluators as "Lacks detail;" "One experience 14 yrs ago."

Again, FTA's Common Grant Rules prohibits MCDOT from including "solicitation requirements that contain features that unduly restrict competition," which includes "[i]mposing unnecessary experience requirements..."⁹⁹ Providing no guidance on how to score an incumbent, who does not need to transition employees, violated federal law, and led to unreasonable results.

Request 14

Request 14 provided the following RFP Description:

List up to three references of similar transit management assignments. Provide names, addresses and telephone numbers of a point of contact for each system.

In response, MTS provided the reference of MCDOT, its only client. This proposal, of course, complies with the request seeking "up to three references of similar transit management assignments." (Emphasis added). However, reviewing the Scoring Guidance, which again was kept secret from the proposers, it is clear the Scoring Guidance was biased against a proposer who could provide only one reference:

This request is for proposers to provide up to three professional references for transit systems managed by the proposer that are similar in community size to Milwaukee County. While the evaluation panel will not be conducting the reference check calls themselves, the points should be awarded based upon the number of references provided (e.g. 1, 2, or 3) that demonstrate management of transit systems in similar sized communities to that of Milwaukee County or larger. (Emphasis added).

⁹⁹ FTA C 4220.1F, Rev. 4, VI(2)(a)(4).

Thus, in the secret Scoring Guidance, a proposer was rewarded for having a large number of references, saying nothing about quality, and demoted for serving only one client, albeit the exact system in question in this RFP, Milwaukee County. In the scoring chart above, this bias was addressed by following the notation of the MCDOT reviewer who indicated that MTS, MV, and Veolia all met the requirement. This same choice was not made by all of evaluators who, following the Scoring Guidance given, in two instances provided a very low score to MTS for providing only one reference.

Request 14 is again an example of imposing unnecessary requirements on MTS in violation of federal law.

7. The Record is Devoid of Evidence That References Were Verified.

Request 14 asks proposers to: "List up to three references of similar transit management assignments. Provide names, addresses and telephone numbers of a point of contact for each system." Despite the obvious issues raised above, it seemed likely that the Evaluation Committee would in fact contact references to: A) verify the validity of the reference stated; B) actually confirm that this is an entity Milwaukee County would like to contract with. Shockingly, the record is devoid of any such reference check.

The secret Scoring Guidance does state that " the evaluation panel will not be conducting the reference check calls themselves..."¹⁰⁰ Given that, it would seem likely that someone would in fact have made the reference check calls.

Had MCDOT checked MV's references they would have realized that MV's proposal, and public statements, obscure the fact that they do not have the experience necessary to operate a system the size of Milwaukee County. Request 12 asked, in part, for proposers to "[p]rovide a description of proposer's experience managing transit systems of similar scope and size to that of

¹⁰⁰ 000958.

Milwaukee County."¹⁰¹ And, Request 14 required a proposer to "[l]ist up to three references of similar transit management assignments."¹⁰² On July 26, 2013, the day the Notice of Intent was issued; MV admitted it did not do this. MV admitted that it only "included operations where the total fleet size was comparable to direct services provided by Milwaukee County..."¹⁰³ No where in their proposal, or the statements made publicly since the letter of intent to award to MV was announced, has it been clearly stated that MV has experience **operating** a transit system similar in size and scope to Milwaukee County. This could easily have been discovered if MV's references had been checked.

Yet, in a record that questions MTS' ability to pay for its bid protest,¹⁰⁴ there is shockingly zero evidence that reference check calls were in fact made. "When evaluating bids or proposals submitted, FTA expects the recipient to consider all evaluation factors specified in its solicitation documents, and evaluate the bids or offers only on the evaluation factors included in those solicitation documents. The recipient may not modify its evaluation factors after bids or proposals have been submitted without re-opening the solicitation."¹⁰⁵

So, in this hurried procurement process, the evaluators did not have the benefit of oral presentations, and may have been left without the opportunity to check the references for potential contractors on an \$820 million contract. This change in MCDOT's evaluation factors violates logic and FTA requirements.

¹⁰¹ 000050.

¹⁰² 000050.

¹⁰³ 001661.

¹⁰⁴ 001666-001668.

¹⁰⁵ FTA C 4220.1F, Rev. 4, VI(7)(a)

Conclusion

It is clear that this Panel now has enough information before it to find that the process of RFP #2013-5600 was flawed and resulted in an arbitrary decision that did not act according to law. The question that remains is what should be done about it.

As indicated by Corporation Counsel, if the appeal is granted, this Panel can require MCDOT to either rescore the proposals based upon the findings of this Panel, or reject all proposals and conduct an entirely new request for proposal process.

A rescore would not result in an arbitrary decision and would permit full and open competition. The issues raised above maintain the integrity of the decisions reached by the evaluators, but corrects for arbitrary decisions on requirements met requests and unresponsive or unreasonable price proposals. A rescore, based upon all of the issues raised above, would result in the following totals:

After Corrections										
Rank	Proposer	Evaluator 4 MCAdm Fiscal	Evaluator 6 CBDP	Evaluator 1 MCFamily Care	Evaluator 3 WisDOT	Evaluator 2 MCDOT	Evaluator 5 MCAdm	Avg	Price	Total
1	MTS	724.9	624.7	587.9	633.6	618.2	691.8	646.8	163.0	809.8
2	First Transit	700.0	537.6	531.0	545.6	544.4	692.8	591.9	200.0	791.9
3	Veolia	705.5	593.6	585.7	592.5	632.4	723.1	638.8	132.5	771.3
4	McDonald	694.6	614.3	572.2	564.3	627.3	671.4	624.0	0.0	624.0
5	MV	653.4	570.2	508.3	506.7	549.0	504.4	548.7	0.0	548.7

In addition, this Panel and MCDOT have the ability to reject all proposals and start the RFP process anew.¹⁰⁶ It is clear that errors and mistakes have plagued this RFP process. It is also clear that the decision, as currently made, was arbitrary and violated federal law. On those bases alone this Panel has the authority to throw the whole process out.

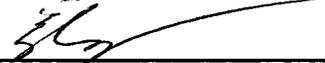
¹⁰⁶ 000055.

Yet, MTS strongly believes that, when properly scored, its proposal should be awarded the highest points, and in turn, award of the contract. However, MTS would equally support a decision of this Panel to conduct an entirely new RFP in order to ensure a safe and reliable transportation system for the citizens of Milwaukee County.

Respectfully submitted,

Dated January 2, 2014

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RFP #2013-5600 Transit Management Services for Milwaukee County Transit System

TransitRFP inet to: gary.coles, egriffin
Sent by: James Martin
Cc: Brian Dranzik

07/23/2013 09:01 AM

Dear Mr. Coles and Mr. Griffin,

Attached please find follow up questions from the Milwaukee County Department of Transportation related to the proposal submitted by MV Transportation to provide the full range of transit management services for the Milwaukee County Transit System.

After your firm has an opportunity to review the attached questions, if you feel additional clarification by the Department of Transportation on these questions would be beneficial to MV Transportation, then please feel free to contact us.

The Department of Transportation would like to receive your firm's completed responses by no later than 2:00 PM (Central Time) on Thursday, July 25, 2013.

Contact Information:
Brian Dranzik
Director of Transportation
Milwaukee County Department of Transportation
(414) 278-4952

James Martin
Director of Operations
Milwaukee County Department of Transportation
(414) 278-4187



followup questions to RFP proposal response for mv transportation.docx

This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.

Follow up Questions to RFP Proposal Response for MV Transportation

1. What business functions will be handled in Milwaukee and what are handled by corporate. Examples planning, procurement, human resources. If some activities are split, which ones.
2. RFP mentions that MV will follow CBA and that CBA will take place of MV benefits structure while CBA is in place, please confirm.
3. Pension system is part of the CBA, RFP was vague on addressing pension system. How does MV plan on administering the pension system for MCTS?
4. ASE certification, is the bonus program available for those who already have ASE certification.
5. What experience does MV have with a New Flyer fleet? References to vehicle types did not mention New Flyer and Milwaukee County's fleet is exclusively New Flyer.
6. Maintenance component seemed to be written for a small fleet or paratransit fleet. Does MV intent to have body work done off site, if so have MV identified a local vendor. What does MV plan on doing with existing facilities?
7. Does MV plan to have transit vehicle engines rebuilt off-site if so, where? What is the vehicle out of service time associated with rebuilding engine program? How will this program work with warranty programs offered either by engine manufacturer or bus manufacturer?
8. How does MV plan to incorporate the safety inspection intervals with maintaining necessary amount of vehicles in service?
9. How does MV intent to provide "Drive Cam" into MCTS operations?
10. There is no mention of on board security. Does MV intent to provide on-board or on-call security?
11. Service planning section seems to be a model for demand response. How does MV propose to make service changes? What analysis is done, who is involved and from what locations?
12. Proposal states that procurement will be done by Managing Director and Deputy Director. Does this mean they will they be doing the day-to-day purchasing to keep the operations functioning? If not, how will this be done, by who and from what location?
13. How are capital and facilities operations overseen to ensure they are on budget and on time?
14. How are third party contractors overseen?
15. How will MV institute Houston based small business mentoring program in Milwaukee? Who oversees this program?
16. More discussion is needed regarding purchasing of fuel. Current vendor purchases fuel, RFP states Milwaukee County will buy fuel. Our expectation is that the vendor will buy fuel for the system. If this cannot be done we need to know why?
17. What basis did MV use for providing comparable systems?
18. Amount provided for in Management fees and Administrative fees will be the amount of the fixed fee portion of the contract. Operations expenses associated with provided transit service will be the variable or operations expense portion. Any amounts for Management and Administration not provided for by the proposed amount in the RFP will be the responsibility of MV Transportation.
19. MV Transportation included a startup schedule that assumes approximately five months. It is anticipated that MV will not be allowed to begin a transition until a contract is executed, which is anticipated at the earliest in September cycle as discussed in the pre-proposal conference. Can MV guarantee Milwaukee County that it will be able to provide all services beginning

January 1, 2014 if only approximately three months or less is available to accomplish the transition?

20. The proposed General Manager is currently not under the employment of MV Transportation. It is unclear whether the Deputy General Manager is currently under the employ of MV Transportation. What would be MV's on site management contingency plan in the event either of these proposed on site executive level managers are not available?
21. It is assumed that all items and resources discussed within the RFP response will be available to Milwaukee County within the cost quoted. If this is not the case, any items that result in an additional fee for service need to be detailed and the estimated annual cost provided.
22. The proposal states the availability of federal funding for planning activities related to the MPO, the MPO does not perform planning activities, is MV prepared to do these activities as part of the contract as bid?



**RE: RFP #2013-5600 Transit Management Services for Milwaukee County
Transit System**

Edward Griffin to: TransitRFP@milwcnty.com

07/26/2013 08:42 AM

Cc: "Brian.Dranzik@milwcnty.com", Gary Coles, WC Pihl

History: This message has been replied to.

1 attachment



MV Milwaukee Response 07262013.docx

Mr. Martin: Thank you for your consideration. Please find attached MV's response. Should you have addition questions please refer to the contact information in cover letter.

Edward Griffin
VP Business Development
MV Transportation
407-455-2632

From: James.Martin@milwcnty.com [James.Martin@milwcnty.com] On Behalf Of
TransitRFP@milwcnty.com [TransitRFP@milwcnty.com]
Sent: Tuesday, July 23, 2013 10:46 AM
To: Edward Griffin
Cc: Brian.Dranzik@milwcnty.com
Subject: RE: RFP #2013-5600 Transit Management Services for Milwaukee County
Transit System

Mr. Griffin,

Friday, July 26, 2013 2:00PM (Central Time) would be acceptable for receiving the responses to questions.

Thank you,
James Martin

From: Edward Griffin <egriffin@mvtransit.com>
To: "TransitRFP@milwcnty.com" <TransitRFP@milwcnty.com>
Date: 07/23/2013 09:46 AM
Subject: RE: RFP #2013-5600 Transit Management Services for Milwaukee
County Transit System

Mr. Martin: We are beginning the process of responding to your questions, however, one of the key decision makers is not available until Thursday. Could we respectfully ask that our response be provided no later than 2:00 PM (Central Time) on Friday, July 26, 2013? Thank you for your consideration.

From: James.Martin@milwcnty.com [James.Martin@milwcnty.com] On Behalf Of
TransitRFP@milwcnty.com [TransitRFP@milwcnty.com]

Sent: Tuesday, July 23, 2013 9:01 AM
To: Gary Coles; Edward Griffin
Cc: Brian.Dranzik@milwcnty.com
Subject: RFP #2013-5600 Transit Management Services for Milwaukee County Transit System

Dear Mr. Coles and Mr. Griffin,

Attached please find follow up questions from the Milwaukee County Department of Transportation related to the proposal submitted by MV Transportation to provide the full range of transit management services for the Milwaukee County Transit System.

After your firm has an opportunity to review the attached questions, if you feel additional clarification by the Department of Transportation on these questions would be beneficial to MV Transportation, then please feel free to contact us.

The Department of Transportation would like to receive your firm's completed responses by no later than 2:00 PM (Central Time) on Thursday, July 25, 2013.

Contact Information:
Brian Dranzik
Director of Transportation
Milwaukee County Department of Transportation
(414) 278-4952

James Martin
Director of Operations
Milwaukee County Department of Transportation
(414) 278-4187

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MV TRANSPORTATION, INC.

James Martin, Director of Operations
Milwaukee County Department of Transportation
2711 Wells St., Room 324
Milwaukee, WI 53233

RE: Request for Proposal: Transit Management for the Milwaukee County Transit System
Project No. 2013-5600

Dear Mr. Martin,

MV is in receipt of your email dated July 23, 2013. Pursuant to that email, MV respectfully submits the following clarifications to the above-referenced procurement. We hope that these explanations provide ample clarification; however, should MCTS require any further additional information, please do not hesitate to contact me at any time.

I remain your primary contact for this procurement and I am authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). Additionally, Mr. Edward Griffin, vice president, will serve as your secondary contact; he can be reached any time of day at (407) 455-2632 or egriffin@mvtransit.com. Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gary R. Coles', is written over a circular stamp or seal.

Gary R. Coles
Senior Vice President Business Development



Follow up Questions to RFP Proposal Response for MV Transportation

1. *What business functions will be handled in Milwaukee and what are handled by corporate. Examples planning, procurement, human resources. If some activities are split, which ones.*

An advantage in selecting a firm of MV's breadth of resources is that many functions, such as Payroll, Human Resources, Accounts Payable, Accounts Receivable, Legal, IT, Communications, and Labor Relations are primarily handled at the corporate level, allowing local staff to focus on service delivery. MV's regional directors for these departments will be on site periodically, but again, they have access to corporate support and resources in completing their tasks.

2. *RFP mentions that MV will follow CBA and that CBA will take place of MV benefits structure while CBA is in place, please confirm.*

MV apologizes for any confusion caused in this statement. It is MV's intent to immediately recognize the union(s) upon award. The company will begin good faith negotiations with the union(s), and complete those negotiations with the best interest of the employees and the County in mind. The company will indeed provide benefits to the employees; these benefits will be defined by these negotiations, and will be similar to what is in existence today.

3. *Pension system is part of the CBA, RFP was vague on addressing pension system. How does MV plan on administering the pension system for MCTS?*

If there is a current pension liability administrator, MV would negotiate with them to continue maintaining the fund, or procure a replacement vendor. MV understands from the communication during this procurement that there is neither financial obligation nor prior pension liabilities that would be the responsibility of the incoming contractor.

4. *ASE certification, is the bonus program available for those who already have ASE certification.*

Yes, this program applies to current and future employees, and will be administered for those certifications earned while employed by MV.

5. *What experience does MV have with a New Flyer fleet? References to vehicle types did not mention New Flyer and Milwaukee County's fleet is exclusively New Flyer.*

MV operates New Flyer fleets in the following transit systems: Glendale (CA), Elk Grove (CA), OCTA (CA), Fairfax Connector (VA), Reno (NV), Hanford (CA), and Las Vegas (NV). In addition, MV's proposed general manager, Tom Wittig, currently works with a fleet of 30' and 35' New Flyers (2003, 2004 and 2009). Both MV and Wittig have excellent relationships with New Flyer.





6. Maintenance component seemed to be written for a small fleet or paratransit fleet. Does MV intent to have body work done off site, if so have MV identified a local vendor. What does MV plan on doing with existing facilities?

MV has extensive experience with the maintenance of large transit buses. As part of its transit operations, the company manages the maintenance of large fixed route bus fleets for customers including Fairfax County, VA; RTCs of both Southern Nevada and Northern Nevada; the New York City Department of Education; Orange County Transportation Authority (Orange County, CA); and the Los Angeles Department of Transportation.

The company understands that fleet maintenance carries pivotal importance to the success of a transit system. A successful maintenance program will support service reliability, professionalism, and customer service; it will also enhance employee morale and pride in the service. The County has made a significant investment in its fleet; it is MV's responsibility to protect and maintain this equipment to OEM and County standards.

The initial PMI intervals have been derived based on MV's experience maintaining these bus types/bus systems. After consulting OEM manuals for each of the specialty bus types, additional time was added for service activities outside of the normal PMI inspection.

Preventive Maintenance Cycle

Inspection	Interval	Description
A	6,000	Vehicle interior and exterior inspections (lights, safety equipment, etc.); HVAC operation; air brake testing; door and lift operation/cycling; road test (engine, transmission, brake, steering); undercarriage (shocks, brake lines, filters, air lines, drive shaft, etc.); engine compartment (fluid and leak inspection); clean/check battery and cables; fire suppression system inspection; oil & filter change
B	12,000	Consist of all B level task and include oil and filter change, Fuel System service and filter change, HVAC (Freon level, interior air filter change, function test)
C	36,000	Consist of all B & C Level task and additional task of; fire suppression inspections (semiannual) inspection of fire wires, blow out lines. Air Dryer Services. Annual HVAC Inspection (leaks, filters, temperature checks, function inspections, brushes and fan motor condition). Wheel End Services
D	72,000	Consist of all A, B & C level task and the additional task Transmission Service; Differential Fluid Change

MV does intend to have body work done offsite, and will identify a local vendor during the implementation phase of the contract. MV plans to use existing facilities, and to include them in the company's overall preventive maintenance program. Upon contract award, MV will review current maintenance protocols and make minor adjustments towards any potential improvements that are identified.





7. *Does MV plan to have transit vehicle engines rebuilt off-site if so, where? What is the vehicle out of service time associated with rebuilding engine program? How will this program work with warranty programs offered either by engine manufacturer or bus manufacturer?*

The company performs most engine and transmission replacements on site, with a swing engine or transmission in stock on the shop floor. The engine or transmission that needs to be rebuilt is sent off site for the completion of this task. MV will contract with local vendors for this service. This saves time and money for the County, and provides a much quicker return of the bus to the active service fleet. MV will track and adhere to all warranty repairs.

8. *How does MV plan to incorporate the safety inspection intervals with maintaining necessary amount of vehicles in service?*

A level preventive maintenance inspections are considered safety inspections, and are scheduled at 6000 mile intervals. These inspections are scheduled and will accommodate both service hours and service volume. MV's maintenance team will work closely with dispatch to ensure that all the fleet is appropriately assigned, and those vehicles in service are documented clearly on the out of service monitor.

MV's maintenance team will be responsible for assigning vehicles to routes. At the end of each service day, when service is complete and all vehicles have been cleaned, fueled, and parked, the on-duty foreman will serve as the designated service scheduler; he or she will review the next day's maintenance schedule and assign all available buses to the next day's routes. This list will be delivered to the starter office for the next day's service. The dispatcher will then assign operators to routes prior to operator check in.

9. *How does MV intent to provide "Drive Cam" into MCTS operations?*

During the transition, MV will work with MCTS to schedule an appropriate time to install these units. Start to finish, MV intends on having these units installed, tested, and running over a 60-day period. DriveCam managed services will serve as the clearinghouse for all clip review and risk assessment evaluation. Results of clips are provided in a dashboard report format where clips are categorized by behaviors posing the most risk.

10. *There is no mention of on board security. Does MV intent to provide on-board or on-call security?*

It is MV's intention to increase the presence of road/system supervisors. This has been included in MV's proposed operational budget. Increasing the visibility of this team will deter passenger disruption and criminal activity, while improving customer confidence.



Supervisors are directly connected to MCTS and provide a great resource. Their presence on the vehicle will provide additional flexibility in areas such as operator oversight, detour management, and operator support.

Additionally, all road/street supervisors and vehicle operators will be trained in the use of Drive Cam, including the use of its panic button. This feature provide additional on board security.

11. Service planning section seems to be a model for demand response. How does MV propose to make service changes? What analysis is done, who is involved and from what locations?

MV will provide planning support, and this individual will meet with County staff to review current schedules as well as any newly identified schedule additions or plans that will take place within the first 12 months after contract award.

MV will begin community outreach prior to start date to ensure community concerns and needs of employers in the service area are understood. MV will compare current schedule blocking with MV's run cut and blocking, and will make adjustments based on new service parameters. MV will identify areas of concern on heavy-performing routes and system chokepoints on weekdays and weekends. MV will observe these areas and plan to effectively manage with focused customer outreach, and by stepping up buses and using standby coaches to keep service on time. These items will be clarified with the operations team for execution.

In the implementation of service changes, MV believes in having many public meetings at multiple locations when proposing service changes. Well before changes are made, MV's general manager along with executive staff (including senior planner) will work with the County to facilitate public meetings to gather all facts and public input, including input in regards to FTA Civil Rights and Title VI guidelines. Proposed service changes then will be discussed with the director of transportation, the Transportation, Public Works and Transit Commission and the Milwaukee County Executive and Board.

12. Proposal states that procurement will be done by Managing Director and Deputy Director. Does this mean they will they be doing the day-to-day purchasing to keep the operations functioning? If not, how will this be done, by who and from what location?

When we referred to the managing director and deputy director leading procurement we were specifically speaking to procuring subcontracted paratransit services.

The procurement of other goods and services (i.e. purchasing) is the responsibility of each department head (printing, maintenance, administrative). These activities are completed locally, and will be supported by MV's Dallas-based corporate purchasing team and national account system.

13. How are capital and facilities operations overseen to ensure they are on budget and on time?

The deputy general manager will work closely with MV's finance director and director of administration to ensure the budget is in line. This individual will also work closely with corporate support personnel,





and will directly oversee operations/capital department heads (directors of fixed route, paratransit, human resources, and maintenance).

The proposed general manager (Tom Wittig) will have meetings twice per week with deputy general manager, along with the directors of human resources, finance, administration and maintenance to ensure and exceed operational efficiencies and review budget status.

Mr. Wittig will meet regularly with Regional Vice President Brian Balogh and County officials to track budget compliance.

14. How are third party contractors overseen?

The company will establish regular audits to ensure complete compliance with County expectations. The deputy general manager will have oversight to ensure service quality and compliance with all FTA and WISDOT regulations, including Drug and Alcohol compliance. The paratransit director will have direct oversight of paratransit contractor(s).

15. How will MV institute Houston based small business mentoring program in Milwaukee? Who oversees this program?

MV will take steps in partnering with the County and appropriate agencies in the development of the program and its guidelines. Mentors and protégés will be selected based on criteria set forth by program guidelines, and MV will lend its leadership team's expertise as part of a series on a variety of subjects decided on by the County and its partners in this program. As in Houston, MV CEO Carter Pate will kick off the series as a mentor on entrepreneurship and business innovation.

16. More discussion in needed regarding purchasing of fuel. Current vendor purchases fuel, RFP states Milwaukee County will buy fuel. Our expectation is that the vendor will buy fuel for the system. If this cannot be done we need to know why?

This is a standard arrangement in many current MV contracts. MV will purchase the fuel and apply to the County's budget appropriately. An advantage of selecting MV for this contract is the company's experience at controlling fuel costs through fuel hedging. The company can save the County significant money in this costly budget item.

17. What basis did MV use for providing comparable systems?

MV included operations where the total fleet size was comparable to direct services provided by Milwaukee County, including: WMATA (DC), Richmond (VA), NY School System (NYC) and Fairfax (VA).





- 18. Amount provided for in Management fees and Administrative fees will be the amount of the fixed fee portion of the contract. Operations expenses associated with provided transit service will be the variable or operations expense portion. Any amounts for Management and Administration not provided for by the proposed amount in the RFP will be the responsibility of MV Transportation.**

The County did not provide a breakdown of the costs within these three components, and therefore the company allocated the costs into the three categories based on experience with similar services. If selected, the company respectfully requests to sit down with the County to decide on a final allocation between the three cost components, based on the County's interpretation of the individual cost elements. Then the final amounts written into the contract would be binding to MV for the contract term.

- 19. MV Transportation included a startup schedule that assumes approximately five months. It is anticipated that MV will not be allowed to begin a transition until a contract is executed, which is anticipated at the earliest in September cycle as discussed in the pre-proposal conference. Can MV guarantee Milwaukee County that it will be able to provide all services beginning January 1, 2014 if only approximately three months or less is available to accomplish the transition?**

Yes, MV can guarantee Milwaukee County that it will be able to provide all services beginning January 1, 2014 if only approximately three months or less is available to accomplish the transition.

- 20. The proposed General Manager is currently not under the employment of MV Transportation. It is unclear whether the Deputy General Manager is currently under the employ of MV Transportation. What would be MV's on site management contingency plan in the event either of these proposed on site executive level managers are not available?**

MV has Letters of Commitment from both proposed General Manager Tom Wittig and Deputy General Manager Scott Lansing. Both of these individuals will be available for this project. Mr. Wittig has been forthcoming with the City of Green Bay (including Mayor Jim Schmitt) and the Chair of the Metro Transit Commission on his interest in leading MCTS with MV. They support him and Tom will be available immediately after contract is executed.

- 21. It is assumed that all items and resources discussed within the RFP response will be available to Milwaukee County within the cost quoted. If this is not the case, any items that result in an additional fee for service need to be detailed and the estimated annual cost provided.**

Yes, all items and resources discussed within the RFP response will be available to Milwaukee County within the cost quoted.





22. The proposal states the availability of federal funding for planning activities related to the MPO, the MPO does not perform planning activities, is MV prepared to do these activities as part of the contract as bid?

Yes. MV Transportation and its proposed general manager, Tom Wittig would prefer to manage all planning activities. Wittig, along with the senior planner are looking forward to partnering with the SEWRPC in developing the TDP (Transit Development Plan) as well as the required TIP and STIP. Wittig already has excellent communication with the FTA Regional office in Chicago and WisDOT. Furthermore, Wittig and his team want to assist and plan with the important coordination of Human Services Transportation throughout Milwaukee County and Southeast Wisconsin.



GENERAL INSTRUCTONS
FOR EVALUATING PROPOSALS
SUBMITTED IN RESPONSE TO AN RFP

1. When conducting your evaluation of a proposal submitted in response to an RFP, keep an open mind. Your scoring must be based solely on your interpretation of the materials submitted and your knowledge of the objectives of the program and the RFP. Do not allow outside discussions and information, news media, and historical events to influence your score. Score based upon the information that is in front of you. You are being asked for your individual and an independent evaluation of responses received to this RFP.
2. The Rating and Scoring Sheet is divided into categories. Each category lists those factors and issues that are of importance when evaluating various sections of the proposal. It is important to use these factors and issues as guidelines when evaluating the proposal as outlined in the RFP. All categories shall be evaluated based on how well the vendor has documented its ability to understand the needs of Milwaukee County and to provide the services outlined in the RFP's specifications.
3. When you have completed the scoring, provide comments on what factors impacted your scoring decision for each category. Scoring sheets submitted without comments may be returned to the evaluator for completion.
4. None of the information contained in the proposals or the number or identity of the offerors shall be made public to anyone outside the evaluation committee, including other Milwaukee County staff and officials. Only the RFP Manager or his/her designee is authorized to transmit information or conduct discussions with prospective vendors.

If you are approached or asked for any information regarding the proposal(s) by a current or prospective vendor, member of the public, member of the press, county official, or county staff person; other than other evaluator(s) on the panel or the RFP Manager or his designee, do not provide any information and indicate that the RFP process is subject to confidentiality requirements. If a current or prospective vendor contacts you, please inform that such contact shall be grounds for immediate disqualification of the vendor's proposal.

Direct all internal and vendor inquiries to the RFP Manager.

Any and all contact described above, verbal, written or otherwise, must be documented and forwarded to the RFP Manger as soon as possible. If contact was verbal, describe the nature and content of the communication. If contact was written or via email, retain the original communication and forward a copy and any associated information to the RFP Manager immediately.

5. You will not be aware of pricing information until you have completed the technical scoring for each of the respondents.
6. If you are aware or become aware at any time in the evaluation or award process of a potential 'conflict of interest' or any violation of the "Code of Ethics" set forth in Chapter 9 of the Milwaukee county Code of Ordinances (by you or another individual), it is your responsibility to report this to the RFP Manager or Procurement Director immediately.
7. Contact the RFP Manager with any questions related to this process.



Evaluation Panel - Milwaukee County Request for Proposal (RFP) - Transit Management Services

TransitRFP inet

to:

transitrfp

06/14/2013 05:47 PM

Sent by:

James Martin

Hide Details

From: TransitRFP inet/DOA/Milwaukee County

To: transitrfp@milwcnty.com

Sent by: James Martin/DOA/Milwaukee County

4 Attachments



Conflict Disclosure RFP.pdf



Chapter_9_CODE_OF_ETHICS.pdf



Chapter_56.30_5D.pdf



GENERAL INSTRUCTIONS for Eval for RFP.pdf

Dear Participant,

You have been selected as an Evaluator for the Milwaukee County Request for Proposal (RFP) related to Transit Management Services for the Milwaukee County Transit System.

Proposals from vendors responding to the RFP are due to Milwaukee County on June 24, 2013.

The schedule for evaluation of vendor proposals would be as follows:

--Initial Evaluation Panel Meeting: Wednesday, June 26, 2013 10:00AM

At this meeting proposals will be distributed to you as well as evaluator score sheets for each proposal. This will include an overview and discussion of evaluator responsibilities and expectations

--Evaluation Panel Conference Call to Discuss any Questions Concerning the Evaluation Process: Tuesday, July 2, 2013 10:00AM . Please ensure that you have completed an initial review of the proposal responses by this time.

--Evaluation Panel Meeting to Discuss any Final Clarification on the RFP: Tuesday, July 9, 2013 10:00AM

--Evaluator to E-Mail Completed Scoring Information to James Martin by Wednesday, July 10, 2013 5:00 PM

--Evaluation Panel Meeting to Review Vendor Recommendation to RFP Administrator: Friday, July 12, 2013

file:///C:/Documents and Settings/jamesmartin/Local Settings/Temp/notesC03657/~web43... 9/12/2013

10:00AM

At the initial evaluation panel meeting, all Evaluators will complete and sign the attached ethics form. The form essentially attests that you do not have any conflict of interest as it relates to evaluating vendor proposals related to the Transit Management Services RFP.

The applicable Milwaukee County Ordinances that are referenced in the ethics form are attached below. Please review these ordinances prior to signing the ethics form at the initial meeting.

Code of Ethics

RFP Evaluator Instructions

All meetings of the Evaluation Panel will take place at the following location:
Milwaukee County
City Campus Building
2711 W. Wells St., Room 390

If you have any questions related to the information above or in the event that you cannot participate on these dates and need to discuss an alternate participant from your organization, please do not hesitate to contact me at the telephone number listed below.

James H. Martin
Transit Management Services RFP Administrator
2711 W. Wells St., Rm 324
(414) 278-4187
transitrfp@milwcnty.com

Thank you,
James Martin

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Re: RFP Scoring

to:
TransitRFP inet
07/12/2013 07:42 AM
Hide Details
From:

To: TransitRFP inet/DOA/Milwaukee County@MILWCO

Good morning!

Section 8 I had given everyone a 10 since the information requested was provided.

Request 36 for MTS should have been noted as 7, if it is not too late.

See you at 10:00.

Thank you!

-----James Martin/DOA/Milwaukee County wrote: -----

To:
From: TransitRFP inet/DOA/Milwaukee County
Sent by: James Martin/DOA/Milwaukee County
Date: 07/11/2013 06:22PM
Subject: RFP Scoring

Hi

I have entered the scores for the RFP for Transit Management Services.

In your packet, there is no score entered for Request 8 for any vendor.
In addition, MTS was not assigned a score for Request 36.

In the event that I do not hear from you prior to 9AM tomorrow, I will assume for scoring purposes that you've assigned a 0 (zero) for the items above.

Thank you,
James

file://C:\Documents and Settings\jamesmartin\Local Settings\Temp\notesC03657\~web14... 9/12/2013



Re: RFP Scoring 
to: TransitRFP inet

07/12/2013 07:51 AM

James,

There was a proposal that was poorly organized. Thus, I may have not found the answer to the question.
See you this morning.

Regards,

TransitRFP inet

In entering the scores for the Transit M...

07/11/2013 06:35:55 PM

From: TransitRFP inet/DOA/Milwaukee County
To:
Date: 07/11/2013 06:35 PM
Subject: RFP Scoring
Sent by: James Martin

In entering the scores for the Transit Management Services RFP, Item 14 for McDonald Transit was not provided a score.

In the event that I do not hear from you prior to 9AM tomorrow, I will assume for scoring purposes that you've provided a score of 0 (zero) for this item.

Thank you,
James

000943



Fw: RFP Scoring
James Martin
to:
transitrfp
07/12/2013 08:37 AM
Hide Details
From: James Martin/DOA/Milwaukee County

To: transitrfp@milwcnty.com

additional scores for file.

James H. Martin
Director of Operations - MCDOT
2711 W. Wells St., Rm 324
(414) 278-4187

----- Forwarded by James Martin/DOA/Milwaukee County on 07/12/2013 08:37 AM -----

From:
To: James Martin/DOA/Milwaukee County@MILWCO
Date: 07/12/2013 07:42 AM
Subject: Fw: Re: RFP Scoring

I see I forgot to send to you directly as well. Here you go!

-----Forwarded by on 07/12/2013 07:42AM -----
To: TransitRFP inet/DOA/Milwaukee County@MILWCO
From:
Date: 07/12/2013 07:42AM
Subject: Re: RFP Scoring

Good morning!

Section 8 I had given everyone a 10 since the information requested was provided.

file://C:\Documents and Settings\jameshmartin\Local Settings\Temp\notesC03657\~web22... 9/12/2013

Request 36 for MTS should have been noted as 7, if it is not too late.

See you at 10:00.

Thank you!

-----James Martin/DOA/Milwaukee County wrote: -----

To:
From: TransitRFP inet/DOA/Milwaukee County
Sent by: James Martin/DOA/Milwaukee County
Date: 07/11/2013 06:22PM
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Thank you,
James

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Transit Management Services RFP Follow Up from 7.12.13 Mtg

TransitRFP inet

to:

transitrfp

07/12/2013 04:52 PM

Sent by:

James Martin

Hide Details

From: TransitRFP inet/DOA/Milwaukee County

To: transitrfp@milwcnty.com

Sent by: James Martin/DOA/Milwaukee County

Dear Evaluation Panel:

To follow up from this morning's meeting.

First let me again thank you for your invaluable participation as an evaluator on the RFP for Transit Management Services.

The question arose this morning as to would I be willing to accept additional feedback related to the MV Transportation proposal?

I would welcome the opportunity to receive any input you think would provide the Director of Transportation with additional insight related to this vendor.

If I could please have your feedback no later than Noon on Wednesday, July 17, 2013 that would be greatly appreciated.

If you have any questions please feel free to give me a call.

James

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file:///C:/Documents and Settings/jameshmartin/Local Settings/Temp/notesC03657/~web94... 9/12/2013



RE: Transit Management Services RFP Follow Up from 7.12.13 Mtg

to:
'TransitRFP@milwcnty.com'
07/15/2013 07:57 AM
Hide Details
From:

To: "'TransitRFP@milwcnty.com'" <TransitRFP@milwcnty.com>

History: This message has been forwarded.

Hi James,

Here are the areas where I considered MV's proposal to be deficient that may impact the anticipated budget discussions:

- 1) Request 16: MV did not detail a potential approach to engage Milwaukee County.
- 2) Request 19: MV did not identify how third party contracts and contract employees are overseen by the management team.
- 3) Request 24: MV did not provide adequate information about how maintenance and replacement projects are identified and prioritized.
- 4) Request 25: MV did not include their approach to managing projects and ensuring that contractors maintain project schedules and adhere to project budgets.
- 5) Request 35: MV did not provide examples of customer satisfaction surveys.

Thank you for the opportunity to provide input.

From: James.Martin@milwcnty.com [mailto:James.Martin@milwcnty.com] **On Behalf Of**
TransitRFP@milwcnty.com
Sent: Friday, July 12, 2013 4:52 PM
To: transitrfp@milwcnty.com
Subject: Transit Management Services RFP Follow Up from 7.12.13 Mtg

Dear Evaluation Panel:

To follow up from this morning's meeting.

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James

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Re: Transit Management Services RFP Follow Up from 7.12.13 Mtg 

to: TransitRFP inet

07/17/2013 12:28 PM

History: This message has been forwarded.

James,

I apologize for being a little past deadline. Some of the detail required as part of the Vendor's response was lacking. I have briefly noted these items as attached in my original evaluator scores (see hard-copy). Of note, I feel that questions 23, 25, 26, and 33 should have additional information supplied so that you can get a better understanding of their operations, experience, etc. and how the vendor would apply their approach to County operations. I can speak with you if you want me to be more detailed, just let me know. Thank you.

TransitRFP inet

Dear Evaluation Panel: To follow up from this...

07/12/2013 04:52:08 PM

From: TransitRFP inet/DOA/Milwaukee County
To: transitrfp@milwcnty.com
Date: 07/12/2013 04:52 PM
Subject: Transit Management Services RFP Follow Up from 7.12.13 Mtg
Sent by: James Martin

Dear Evaluation Panel:

To follow up from this morning's meeting.

First let me again thank you for your invaluable participation as an evaluator on the RFP for Transit Management Services.

The question arose this morning as to would I be willing to accept additional feedback related to the MV Transportation proposal?

I would welcome the opportunity to receive any input you think would provide the Director of Transportation with additional insight related to this vendor.

If I could please have your feedback no later than Noon on Wednesday, July 17, 2013 that would be greatly appreciated.

If you have any questions please feel free to give me a call.

James



Fw: Scan from a Xerox WorkCentre
TransitRFP inet to: Brian Dranzik
Sent by: James Martin
Cc: Patrick Lee

07/22/2013 11:25 AM

Brian,

Attached please find the Evaluation Panel Recommendation to the Director of Transportation Regarding Vendor Selection for RFP 2013-5600 Transit Management Services for the Milwaukee County Transit System.

It is the consensus recommendation of the evaluation panel, based upon the attached, that an Intent to Award be made and for the Director of Transportation to enter into initial contract negotiations with MV Transportation for services within the scope of the RFP.

Submitted by me for your consideration on behalf of the Evaluation Panel.

If you have any questions, please feel free to contact me.

Thank you,
James

----- Forwarded by James Martin/DOA/Milwaukee County on 07/22/2013 11:21 AM -----

From: "WorkCentre 7435" <DPWXEROX@milwcnty.com>
To: transitrfp@milwcnty.com
Date: 07/22/2013 11:20 AM
Subject: Scan from a Xerox WorkCentre

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COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: July 22, 2013

TO: Brian Dranzik, Director, Department of Transportation

FROM: James H. Martin, Director of Operations, Department of Transportation

SUBJECT: Evaluation Panel Recommendation to the Director of the Department of Transportation Regarding Vendor Selection for RFP 2013-5600 Transit Management Services for the Milwaukee County Transit System

BACKGROUND

The Milwaukee County Department of Transportation issued Request for Proposal (RFP) #2013-5600 Transit Management Services for the Milwaukee County Transit System on April 29, 2013. Proposals to provide Transit Management Services were received from five (5) vendors for the June 24, 2013 deadline.

The evaluation of proposals consisted of two parts: 1) a technical review comprising 80 percent of a vendor's score and 2) a price review comprising 20 percent of a vendor's score. An evaluation panel was convened for the technical review where each member of the panel independently as individuals scored each of the vendor proposals. The technical reviewers consisted of representatives that had experience in evaluation of RFPs and a professional interest in a successful outcome. The Department of Administrative Services – Procurement Division functioned as a non-scoring technical advisor to the panel.

The price review was conducted by me and independently verified by the Department of Administrative Services – Procurement Division.

The technical review and price review scores were added together to determine the overall aggregate vendor scores:

<u>Vendor</u>	<u>Score</u>
MV Transportation	740.5
McDonald Transit Associates	733.0
Milwaukee Transport Services (MTS)	707.7
Veolia Transportation	707.5
First Transit	680.0

REVIEW PANEL DISCUSSION AND CONSIDERATION

The evaluation panel was convened to review the aggregate vendor scores and to make a recommendation to the Director of Transportation.

A discussion was held by the evaluation panel relative to comprehensive scoring. After review and discussion by the panel, it was also determined that the highest scoring vendor was technically qualified to provide the services requested in the RFP. Based upon a consensus, the panel recommends to the Director of Transportation that an Intent to Award be issued and to proceed in initial contract negotiations with MV Transportation.

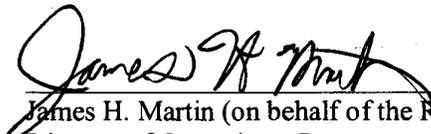
As part of the review process the panel was provided the opportunity to submit recommendations where they felt the MV Transportation response could benefit from additional clarification. I have forwarded these individual evaluation panelist comments to you.

RECOMMENDATION

Taking into consideration all of the information provided in this memorandum, it is the consensus recommendation of the evaluation panel for RFP #2013-5600 Transit Management Services for the Milwaukee County Transit System that an Intent to Award be made and for the Director of Transportation to enter into initial contract negotiations with the successful vendor MV Transportation for services within the scope of the RFP.

The above recommendation is respectfully submitted for your consideration by me on behalf of the evaluation panel.

Prepared by:



James H. Martin (on behalf of the RFP Evaluation Panel)
Director of Operations, Department of Transportation

Cc: Patrick Lee, Director of Procurement, Department of Administrative Services

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Management Team, Organizational Chart, and Qualifications			16%						
Request 3	14	RFP Description	10	8	5	6	5	8	
		Provide the names and qualifications of the senior management team members to be dedicated to the performance and execution of any agreement.	MTS	RFP requirement met		Only 1 indiv - seems light for Sr. leadership		A 1-person approach looks inadequate	Only identifies 1 manager; no org. chart.
			Veolia	RFP requirement met				The best 3-person approach	
			MV	RFP requirement met				It appears the "Senior Mngt Team" will not be on-site	Proposer addressed request thoroughly.
		Evaluator Guidance -	First Transit	RFP requirement met	Provided			Proposed team currently not at First Transit.	Proposer request met thoroughly.
		[None]	McDonald	RFP requirement met		Was not clear on senior mngt. vs. start up vs. support		Solid 3 person team plus a "start up specialist"	Very thorough.
Request 4	30	RFP Description	10	8	7	8	8	10	
		Please provide resumes of the management team for all the proposed Key Personnel. Submitted resumes shall fully document the relevant skills, qualifications, experience, certifications, and awards of the personnel to be provided as they relate to the technical areas described in the Scope of Service.	MTS	RFP requirement met	Experienced with Milwaukee County.	Strong Team		Key personnel are qualified	Proposer met request thoroughly.
			Veolia	RFP requirement met	Qualified/Diverse	Only 2 individuals information	Dwight Ferrell does not have Veolia Transport on his resume.	Supplied resumes for only top 2	Dwight Ferrell [unknown]
			MV	RFP requirement met	Provided relevant experience - Green Bay [unknown]. Experience w/smaller fixed route systems.		Tom Wittig is currently with Green Bay Metro, not MV.	Supplied resumes for only top 2	Proposer addressed request thoroughly.
		Evaluator Guidance - This request is establish the skills, abilities and experience of key personnel to be assigned to engagement with Milwaukee County.	First Transit	RFP requirement met	Provided.		General Manager just stated with [unknown].	Supplied resumes for only top 2	Proposer request met thoroughly.
			McDonald	RFP requirement met	CTA experience. Not much diversity on Senior Mgt.		Joseph Fitzgerald does not have McDonald Transit on his resume	Key personnel are qualified	Very thorough descriptions of every-thing requested.
Request 5	14	RFP Description	10	9	8	8	8	10	
		Provide a detailed organizational chart reflecting the titles, responsibilities and reporting structure for all TMS provider management and administrative employees that would be included in fulfilling this RFP request.	MTS	RFP requirement met	Clear DBE officer identified.	Solid structure & detailed layout of all levels		Understands reporting structure	Proposer met request thoroughly.
			Veolia	RFP requirement met	Great management. Are we outsourcing grants management?				Detailed No County assistance needed as they have significant resources within the corporation.
			MV	RFP requirement met		To general & brief, more organization details needed.		No detail provided with reporting structure	Didn't directly address most of the requirements.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		Evaluator Guidance - This request is to have vendor provide a clear picture of organization structure and roles and responsibilities of individuals within the overall organization.	First Transit	10 RFP requirement met	7 Provided.	5 Lacked a lot of detail, very high overview	7 No detail provided with reporting structure	8 Could be more detailed w/lower level management.
			McDonald	10 RFP requirement met	8 Provided Clear	8 Much more clear picture. Detailed layout, clear lines of responsibility.	4 The organizational structure is not clear. For example, why does the Deputy General Manager of Operation appear on four separate charts?	8 Extremely detailed on roles and responsibilities of all levels of personnel.

Request 6	14	<u>RFP Description</u>	MTS	8 Limited examples of shared resources that could be utilized.	8	6	8	7	10 Proposer met request thoroughly.
		Identify any shared enterprise support functions that will be utilized, and the personnel associated with these functions. This could include shared services personnel such as human resources, finance, information technology, route scheduling, internal consulting, etc. that may be supplying expertise and services.	Veolia	10 RFP requirement met	8 Detailed organizational chart & articulated 2 phase org. proposal. Is Milwaukee County sharing grants management? Unclear on DBE compliance.	7	6 No discussion of route scheduling p.51 table states "MTSC" - unclear.	8 Solid support functions	10 Clearly will not need County resources b/c of their vast corporate resources.
			MV	10 RFP requirement met	7	7	7	8 Solid support functions	10 Proposer met request thoroughly.
		Evaluator Guidance - This request is to have the vendor illustrate how and any shared services would be provided in an engagement with Milwaukee County (Example: IT, HR, Finance, Route Scheduling). The objective is to ensure that where services are shared, that sufficient resources are available and dedicated to cover Milwaukee County's needs for this engagement.	First Transit	10 RFP requirement met	6 Some information provided. More details needed to understand how share services would work.	8	6 Large number of additional resources in all areas. Resourceful team	7 Adequate support functions	10 Proposer met request thoroughly.
			McDonald	10 RFP requirement met	8 Provided.	6	5 They have not ensured that sufficient resources are available.	8 Solid support functions	10 (Pg. 57 - Is the assessment for 9 or 12 months after commencement) Unlikely they will need to share services. In the event that may occur, they have a plan for mutually agreed upon sharing of services.

		<u>RFP Description</u>	MTS	10 RFP requirement met	9 Direct experience Incumbent	5 Lacked solid information	7 Managed MCTS only	7 Not being penalized for "Milw Co. Only"	4 Experience limited to MCTS.
		Please provide a corporate overview of your organization, listing of current clients equal to or larger than the engagement proposed by Milwaukee County.	Veolia	10 RFP requirement met	9 Vendor has national and international presence. Nassau, LI ATA, New Orleans San Diego Phoenix	6	6 Numerous and relevant systems.	8 Over 3 examples.	

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 7	20	MV	10 RFP requirement met	6	6	5 Most clients listed have fewer vehicles than Milwaukee County	7 has relevant experience	7 Should have included more detail on those systems most comparable to MCTS.
		First Transit	7 Evaluator Guidance - This request is to determine if proposer currently manages transit services of comparable size and scope to the services to be provided for the engagement with Milwaukee County. Response did not include listing of current clients equal to or larger than Milwaukee County's current service	5 ?No experience in fixed routes in the US Details about Connecticut Transit offered later.	5 Lacks some detail, and strength of detail	5 Did not identify services of comparable size and scope	5 Mostly smaller systems	8 Should have "called out" a few specific examples.
		McDonald	10 RFP requirement met	8 41 yrs of history 31 services Employees are allowed ownership. Fort Worth/ Volusia, FL/ Waco, TX/ Bloom/IN	5	6 has relevant experience	7 They should have provided more statistics that would illustrate how similar Charlotte & Austin systems are compared to Milwaukee County.	7
Request 8	20	MTS	10 RFP Description Please provide your organization's most recent audited financial statement. Additional financial information may be required prior to execution of any agreement. RFP requirement met	8 Not for profit.	10	6	8 meets requirement	5 No coverletter by an outside auditing firm declaring either no or some found adverse findings.
		Veolia	10 RFP requirement met	7 Company has accumulated losses. Inflated assets. Was an acquisition model to grow. Goodwill in [unknown.]	10	6	8 meets requirement	10 No deficiencies of any kind reported by 3rd party auditor.
		MV	10 RFP requirement met	8	10	6	8 meets requirement	10 Proposer met request thoroughly.
		First Transit	10 Evaluator Guidance - This request is to evaluable that proposer does not have any adverse audit findings, follows generally accepted accounting principals, etc. Scorer will not be responsible here for determining technical financial items such as liquidity of assets, strength of balance sheet, etc. RFP requirement met	5 Referred reader to a website.	10	7	8 meets requirement	10 Proposer request met thoroughly.
		McDonald	10 RFP requirement met	8 IFRS IASB standards Profitable.	10	8	8 meets requirement	10 Proposer request met thoroughly.
		MTS	8 RFP Description Please provide an outline of the organizational structure as well as financial reporting and controls that will be used to fulfill any resulting agreement with Milwaukee County. Financial controls response was somewhat general making it difficult to gauge the process/procedures the Respondent has in place.	8	8 Good Detail	5 Not much detail on internal controls other than a flow chart	8 meets requirement	8 Not enough details re: internal controls.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 9	14	Veolia	10 RFP requirement met	8 Yes. Proposer provided information. Operating expenses controls may need to be aligned with both Milwaukee County and FTA requirements.	6 Not enough detail on whole organization. Would like to have seen more detail	9	8 meets requirement	10 Very clear, detailed explanation of dollar limits and associated organizational level of approvals required.
		MV	8 Overview was fairly general which made it somewhat difficult to gauge the reporting and controls process/procedures the Respondent has in place	7	5 Not thorough enough.	7 Unclear internal/organizational controls Numbering does not match RFP	8 meets requirement	4 Not much detail specifics.
		First Transit	8 Evaluator Guidance - This request is to evaluate that proposer has provided an outline of its organizational structure, specifically that it has provided an overview of financial reporting and internal controls that are in place. Overview was fairly general which made it somewhat difficult to gauge the reporting and controls process/procedures the Respondent has in place	5	8 Solid with additional resources	8	8 meets requirement	6 A bit confusing as to how the general mgr. & reg'l staff will interface w/ those listed on pg 22.
		McDonald	10 RFP requirement met	7 Financial controls general information provided.	8 Nice detail & thorough explanation.	6	8 meets requirement	8 Very detailed in the description and thorough in describing and accounting for various fiscal controls.
Request 10	14	MTS	10 RFP Description Please provide an outline of enterprise informational systems that will be used to fulfill any resulting agreement with Milwaukee County. RFP requirement met	8 Enterprise Info System	9 Excellent Detail covered well	8	7 adequate	10 Very thorough/extensive
		Veolia	10 RFP requirement met	7 Basic information provided.	7	8	7 adequate	10 J.D. Edwards as a one-stop-shop
		MV	10 RFP requirement met	6	5 Too brief - needs more detail.	6	7 adequate	0 No response.
		First Transit	10 Evaluator Guidance - This request is for the proposer to demonstrate that it has a sufficient information technology (IT) infrastructure in place to support the engagement with Milwaukee County. This item should include an overview of IT systems that will be used. RFP requirement met	5 Weak and lacks of sufficient explanation.	5 Lacks currently in process. Was not clear if they were in process of or currently using	8 TransLoc real-time customer interface First Base maintenance	7 adequate	10 Proposer request met thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		McDonald	7 Response was general and did not include information that provides the reviewer with an understanding of IT infrastructure used for support of operations.	7 HASTUS/AVL	8 Strong system with extensive details available.	9 adequate	7	8

Request	Weight	RFP Description	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 11	20	Please provide an outline of awards, quality certifications, industry recognition or achievements.	MTS	10 RFP requirement met	7	5 Lacked recent or substantial recent information	6 Primarily marketing awards	8 solid achievement section	5 Several but not extensive Systemwide or individual w/the exception of marketing.
			Veolia	10 RFP requirement met	7	7	10 Over 100 awards from clients, municipalities and peer groups.	8 Numerous in U.S. and abroad.	
			MV	10 RFP requirement met	8	6	7	10 Proposer met request thoroughly.	
		Evaluator Guidance - Has the proposer been recognized by peer groups, industry associations, or through other formalized recognition programs for its achievements, performance, etc. as an outstanding transit services provider?	First Transit	10 RFP requirement met	7 Some recognition.	9 Excellent recent-current information.	7	8 Numerous systemwide and individual.	
			McDonald	10 RFP requirement met	7 Some	7	9 3 participate in APTA's Hall of Fame	8 Numerous system and personnel individual awards.	

Past Performance			8%						
Request	Weight	RFP Description	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		Provide a description of the proposer's experience managing transit systems of similar scope and size to that of Milwaukee County. Provide for each system managed at a minimum the operating expenditure budget, annual bus miles, annual bus hours operated, number of buses in fleet, annual number of passengers, number of years managing each identified system.	MTS	10 RFP requirement met	9 Yes.	5 Lacked experience outside Milwaukee County	6 Has managed MCTS since 1975. They do not operate other systems.	7 meets requirement	8 Experience in Milwaukee only.
			Veolia	10 RFP requirement met	8 The 3 systems referenced are similar in size. Only one system has been managed for more than 10 yrs.	8 Multiple examples of similar system size to Milwaukee County	7 Smaller than Milwaukee County based on ridership	8 numerous and relevant systems	10 5 including the experience with New Orleans RTA beginning as 3rd party contracts to managing and operating the failed system after Hurricane Katrina.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 12	20	MV	7 The information provided lacked comparable data for some of the examples cited... this made it somewhat difficult to compare Respondent's experience to Milwaukee County in terms of Annual Ridership, Bus Service Hours, Vehicles (i.e. buses) operated, etc.	6	6	7	7 meets requirement	3 Choose smaller transit systems as comparables.
		First Transit	7 There was only 1 (one) Comparable systems managed by Respondent (Connecticut Transit) that was somewhat comparable to Milwaukee County in terms of Annual Ridership, Bus Service Hours, Vehicles (i.e. Buses) operated, etc.	7	6	5	6 mostly smaller systems	10 3 examples.
		McDonald	10 RFP requirement met	8 Most of experience in Europe, Paris London Italy. US - TX - Charlotte Managing for over 41 years!	7	7	8 has relevant experience	9 Significant experience in various sized systems & experience in those similar to Milwaukee County.
		<u>RFP Description</u> Please provide a description of proposer's experience in transitioning employees of comparable transit systems from another provider to your organization. Provide a high level overview of issues encountered and timeframe required for transition. Please detail your experience with transitioning of employee benefits including maintaining the existing pension plan.	8	8	5	5	7	5
		MTS	8 Limited examples of transitioning/migrating workers from another agency.	8	5 Lacks Detail	5 The timeliness of the transition of paratransit services was not addressed	7 meets requirement	5 One experience 14 yrs ago.
		Veolia	10 RFP requirement met	7 Labor migration examples provided. Most acquisitions are recent. Experience has been gained through acquisition rather than organic experience.	7	8	9 Has experience in transitioning employees and a comprehensive plan for MCTS	10 Clear understanding of short timeframe. However, numerous transitioning experiences w/o significant understanding of impacts that it will have on the current workforce.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 13	20	MV	8 Transition/migration plan not as detailed as other Respondent's plans.	6	5 More Details and more levels of consideration needed.	8 Capital Metro - Austin TX as example timely transition of all employee benefits pension and the union agreement exceeded on-time performance standard Matching 401k plan	7 meets requirement	2 No experience discussed. Confusing start-up schedule.
		First Transit	8 Evaluator Guidance - This request should demonstrate that the proposer has experience in migrating/transitioning employees and operations from another transit services provider to its organization. Scorers should consider timeliness and quality of the transitions as expressed by the proposer. Timeline and process/procedure of Milwaukee County transition given. However, no examples of past performance in regards to transitioning/migrating employees from another transit service organization was provided.	6 Not very detailed How to transition a union operation?	8 Good detail level of all employees and each step and timing of steps	6 Extensive experience working with labor groups previously working in a public agency experience inventory defined benefit defined contribution plans no examples identified in this response	7 meets requirement	10 thorough
		McDonald	7 No detailed examples of transition experience were given (just the names of the transit agencies were provided)	8 Provided	9 Excellent detail in each steps process. Strong process.	8 Has experience in transitioning employees, a comprehensive plan for MCTS and has named a "Start-Up Team."	9 Detailed and thorough plan for migration including a timeframe that allows for a January 1, 2014 start date. This includes fixed route and Paratransit services. However, not as detailed on employee transitioning.	6

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 14	20	<u>RFP Description</u>	8	8	10	5	7	3	
		List up to three references of similar transit management assignments. Provide names, addresses and telephone numbers of a point of contact for each system.	MTS	None given. Milwaukee County is the only client of significant size and operations.	Only one reference provided as the organization was created to only handle one system.		1 reference - Brian Dranzik; 22 letters of support: Milwaukee Downtown BID; UW Milwaukee; Marquette University; Milwaukee World Festival, Inc; MillerCoors; Rep. Evan Goyke; Transit Services Advisory Committee; Transit Now; Godfrey & Kahn SC; MPS x 2; Joyce Tang Boyland; MIAD; Cheri McGrath; Denise Koss; Northcott Neigh. House; Danceworks; Interfaith Senior Ambassadors; Prime & Assoc; H__; Via Downer; St. Johs; Nat'l Veterans Wheelchair F_____.	meets requirement	Only one reference.
			10	8	10	9	7	10	
		Veolia	RFP requirement met	Yes			meets requirement	3 references.	
			10	9	10	9	7	10	
		MV	RFP requirement met			3 references	meets requirement	Proposer met requirement thoroughly.	
			7	8	10	9	7	10	
		Evaluator Guidance - This request is for proposers to provide up to three professional references for transit systems managed by the proposer that are similar in community size to Milwaukee County. While the evaluation panel will not be conducting the reference check calls themselves, the points should be awarded based upon the number of references provided (e.g. 1, 2, or 3) that demonstrate management of transit systems in similar sized communities to that of Milwaukee County or larger.	First Transit	There was only 1 (one) Comparable systems managed by Respondent (Connecticut Transit) that was somewhat comparable to Milwaukee County in terms of Annual Ridership, Bus Service Hours Vehicles (i.e. buses) operated, etc.	Provided Most experience provided is in para-transit services fixed route clients are recent: 2008-present.		3 references	meets requirement	Proposer met requirement thoroughly.
			10	0	10	10	7	10	
		McDonald	RFP requirement met			4 references	meets requirement	4 references including one that's larger than Milwaukee County.	
		<u>RFP Description</u>	10	9	6	6	6	8	
		Provide a description of the Proposer's experience managing paratransit systems of similar scope and size to that of Milwaukee County. Provide for each system managed at a minimum the operating expenditure budget, modes of transportation (such as bus, van, or taxi) provided, annual number of riders, and number of years managing each	MTS	RFP requirement met	Experienced working with Milwaukee County systems & staff.	Lacked outside experience from Milwaukee County		Admits that "paratransit services procurement could and should have been handled more effectively."	Experienced but in Milwaukee only.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 15	20	Veolia	10	8	8	7	9	10
			RFP requirement met	50 locations. Keep contracts for 1 year and more to consolidation after. Role: Broker; verification, subs 2 performance management.		Some examples are smaller than Milwaukee County	Has experience and offers a plan for MCTS going forward.	Over 50 paratransit programs.
		MV	5	9	8	7	4	10
			Only references Para-Transit. No Fixed-Route examples given.				Has experience but does not offer a plan for MCTS going forward.	Proposer met request thoroughly.
First Transit	10	9	8	7	4	10		
	RFP requirement met	Excellent experience. Well documented & diverse. Duluth/Davenport/Peoria/Milwaukee/Pace/Nevada/San Diego/Oregon.		Provide paratransit services for MCTS since 1998.	Has experience but does not offer a plan for MCTS going forward.	3 related experiences.		
McDonald	10	8	8	5	8	10		
	RFP requirement met	Ft Worth & Volusia. will be subcontract.		The systems identified are small than Milwaukee County's Paratransit Ridership	Has relevant experience and offers a plan for MCTS going forward.	3 references in what appears to be similarly sized paratransit services.		

Management Approach		24%							
Request 16	25	RFP Description	10	8	7	9	8	10	
		Provide an explanation of your management approach, client interaction, and reporting for the daily operations of an existing client's transit system of similar size and scope to Milwaukee County. In addition, detail a possible approach that your organization would use specific to Milwaukee County.	MTS	RFP requirement met			Public benchmarks proposed	Management approach is sound	Proposer met request thoroughly.
		Veolia	10	8	8	9	8	10	
			RFP requirement met	Pittsburg/SFCO/Nassau/New Orleans Uses FACTS for eligibility determinations. User monitoring systems.				Management approach is sound	Numerous KPIS for both fixed route and paratransit service. Continuous Communications Understanding of County's role CoBoard, Cex, DOT and Veolia's.
		MV	10	7	7	5	8	2	
RFP requirement met				Did not detail a possible engagement approach	Management approach is sound	Not detailed at all. They should be proposing a detailed communication schedule.			
First Transit	10	6	7	5	8	10			
	RFP requirement met	Automated recordkeeping "typos" non specific on FTA self certification system		Does not provide example within context of a current client of similar size, rather refers to references	Management approach is sound.	Proposer met request thoroughly.			

Scores As Originally Provided by the Evaluation Panel

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		McDonald	10 RFP requirement met	8 "each transit system is a public service that must be tailored to the unique communities it serves."	8	8	8 Management approach is sound.	10 Proposer met request thoroughly.
Request 17	17	MTS	10 RFP requirement met	8	7 Solid process	8	8 Communication approach is sound	10 Proposer met request thoroughly.
		Veolia	9 No examples of communications protocol/procedures was given (for existing Respondent clients).	6 Suggests the use of PPOP approach in Nassau, Long Island. less than 1 yr? Any other models/examples besides Nassau County?	8 Covered each area well at all levels	9	8 Communication approach is sound.	10 Various forms of communication and numerous ways to keep w/industry advancements.
		MV	5 Overly generalized response with little to no detail explaining communication process/procedures with existing clients and/or Milwaukee County.	7	4 Lacks detail. Too general.	5 Lack of a possible engagement approach	7 Communication approach is adequate.	0 Was not addressed at all.
		First Transit	8 The communication protocol/procedure was very general and no examples of communications protocol/procedures was given (for existing Respondent clients).	5 Transparency Response require more detail: Reporting systems? Approaches? Organization specifics?	5 Lacked clear detail for each area	5 Does not describe how they currently inform clients of issues, requests, industry advancement or changes.	7 Communication approach is adequate.	7 More detail on more specific communication would be helpful.
		McDonald	10 RFP requirement met	8 Articulated for three different transit systems. Monthly executive reports.	4 Very general process and did not address alternatives based on issues - requests - advancements - changes.	8	8 Communication approach is sound.	10 The Volusia model provides more than adequate information on a timely basis. Great communication instrument that's very transparent.

Request	Weight	RFP Description	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 18	25	Describe how adequate staffing will be maintained; include your approach to hiring, training, promoting, employee retention, employee benefit provision, staff reduction policies, evaluation, discipline, workforce diversity, and Equal Employment Opportunities. Describe your organization's approach that would be used at Milwaukee county for interviewing and retaining staff employed by the current transit provider.	MTS	8	9	7	8	8	10
				Benefits provision not				Personnel plans are	Proposer met request thoroughly.
				10	7	9	8	10	
		Veolia	RFP requirement met	Transitioning current employees addressed. Appear to have a well designed training program. What would happen with legacy costs?	Details and process above and beyond the average		Personnel plans are sound.	Proposer met request thoroughly.	
			8	8	7	8	8	10	
		MV	The process by which existing staff (i.e. MTS) would be retained/hired was too general in order to provide the reviewer a clear picture of how the process may be applied to Milwaukee County.				Personnel plans are sound.	Proposer met request thoroughly.	
	Evaluator Guidance - Proposer should describe how adequate staffing will be maintained to ensure uninterrupted transit services. This is also an employee relations type of question where proposers should include the approach to hiring, training, discipline, staff reduction policies, employee benefits provision, diversity, Equal Opportunity, etc. In addition, the proposer should detail its organization's approach for interviewing and retaining staff employed by the current transit provider.	First Transit	9	7	6	8	8	10	
		Staff Reduction policy not addressed	Driver training / well maintained equip. First Transit University e learning standard hiring & recruitment practices.				Personnel plans are sound.	Proposer met requirement thoroughly.	
		McDonald	A staff reduction plan was not identified and the process by which existing staff (i.e. MTS) would be retained/hired was too general in order to provide the reviewer a clear picture of how the process may be applied to Milwaukee County.	7	7	6	6	8	10
							No detail provided regarding employee benefits provision	Personnel plans are sound.	Proposer met request thoroughly.
		RFP Description		10	6	7	8	8	10
		Identify your experience in the use of third party contractors, contract employees and Disadvantaged Business Enterprise vendors. Provide information as to how these groups are overseen by management staff.	MTS	RFP requirement met	Issues with proper management of paratransit contracts.	good understanding of current process		Has a proven track record in all areas.	Proposer met request thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 19	25	Veolia	10	5	5	8	7	8
			RFP requirement met	DBE portion a concern, not well articulated. Lombard, IL list may not be applicable for WI.	No direct experience listed. Lack of details in most areas. Not Clear		Response is adequate.	Could use a little more detail re: oversight of contract employees. Is it the C.O. who manages or the Division manger? (management of contract vs. personnel).
		First Transit	10	8	4	6	7	5
			RFP requirement met		How groups are overseen not clear & section lacks detail.	Lack of info on how groups are overseen by management team	Response is adequate.	Doesn't address 3rd party contractors or contracted employees.
Evaluator Guidance - Proposer should indentify its experience in the use of third party contracts, contract employees, and Disadvantaged Business Enterprise vendors. This information should include how these groups are overseen by the proposer's management staff.		10	7	4	7	7	10	
		10	9	5	8	9	10	
		RFP requirement met	Good knowledge of program & good faith efforts	Does not address how they are overseen		Response is adequate.		
		10	9	5	8	9	10	
		RFP requirement met	Paratransit subcontracted in Fort Worth & Volusia County FTA guidelines Cited the Federal Rule			Has already reached out to local DBE's.	Proposer met request thoroughly.	

Request	Weight	RFP Description	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 20	17	Describe your approach and your comparable experience in service planning, scheduling and implementation and your practices, processes, and use of technology to assist in service planning and scheduling.	MTS	10	9	8	9	7	10
				RFP requirement met		Solid system, process, use of technology as well as upcoming technology	Examples of technology current and upcoming included	Current process is adequate.	Proposer met request thoroughly.
		Explanation of process and technology used for planning and scheduling was very general.	MV	10	8	7	9	8	10
				RFP requirement met	Real time monitoring C.L.E.A.R. optimization.			Plan is detailed and includes innovations.	Proposer met request thoroughly.
Evaluator Guidance - Proper should describe its approach and comparable experience in transit service planning, scheduling and implementation. This should include proposer's practices, processes, and use of technology to assist in transit service planning and scheduling.		8	8	5	7	5	2		
		10	6	6	5	4	10		
		RFP requirement met.	Do not use standard software 2 optimization tools a hands-on approach may be insufficient for Milwaukee County requirements Trapeze		Combined 20 and 21 use Trapeze software	Proposes to keep paratransit contracts for 2014 and 2015 - that's too long. And why not take the whole program?	Proposer met request thoroughly.		

Request	Weight		Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
			McDonald	10 RFP requirement met	9 McDonald conducted 1st federally sponsored implementation of [unknown] Trapeze/HASTUS & Route Meter Charlotte/Volusia County	6	8	8 Has a solid approach.	10 Proposer met request thoroughly.
Request 21	17	<u>RFP Description</u>	MTS	10 RFP requirement met	9	6	8	7	10 Proposer met request thoroughly.
		Describe your approach and your comparable experience in scheduling service including an overflow of the staffing plan or policies used to maximize route service while minimizing excessive labor costs.	Veolia	10 RFP requirement met	7 Trapeze, Ridemeter, Hastas & VPR	5	8	7	10 Proposer met request thoroughly.
			MV	10 RFP requirement met	8	7	6	7	5 Minimal detail - also they don't seem to use software to document vehicle trips against employer/driver time lost.
		Evaluator Guidance - Proposer should detail how service planning and scheduling will be provided in a way that maximizes the provision of transit service while minimizing excessive labor costs.	First Transit	10 RFP requirement met	6	4	5	7	10 Proposer met request thoroughly.
			McDonald	10 RFP requirement met	8 Provided	5	4	7	5 Lack of detail on how service planning and scheduling will be provided
Request 22	17	<u>RFP Description</u>	MTS	9 Information included, but policies/procedures do not appear as robust when compared to other Respondent's practices.	9 30 years of experience - PMV Recognized by Center for Urban Transportation Research	7	7	8 Has an effective maintenance program.	7 Could have provided more detail on vehicle maintenance.
		Describe your approach and your comparable experience in vehicle maintenance to ensure that vehicles are reliable, safe, clean, and in a state of good repair.	Veolia	10 RFP requirement met	9 Very detailed.	9 Many levels of details in many areas. Covered well	9	8	10 Proposer met request thoroughly.
			MV	10 RFP requirement met	8	7	7	8 Proposer met request thoroughly.	
		Evaluator Guidance - Proposer should detail its approach and comparable experience in vehicle maintenance with a view to ensuring that vehicles are reliable, safe, clean and maintained in a state of good repair.	First Transit	10 RFP requirement met	7 Typical maintenance plan	8 Very detailed, thorough. Seems to cover every area.	7	8 thorough description of maintenance and cleanliness standards	

Request	Weight		Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
			McDonald	10 RFP requirement met	8 Industry standard succinct & clear training/prevention/constant inspections/preparation/action	7	9	8 Has a detailed Maint. Plan.	6 Need more detail on vehicle maintenance/preventative maintenance.
Request 23	25	RFP Description Describe your approach and comparable experience to safety and security for passengers and employees. Include your approach to passenger dispute resolution and creating a safe working environment for employees.	MTS	10 RFP requirement met	7 Standard practices Issues w/driver security? Well detailed	8	9	8 Has a comprehensive S&S plan	10 Proposer met request thoroughly.
			Veolia	7 Security Plan not addressed.	6 General overview of their safety culture. Would like to see more specific on bus driver safety due to attacks of riders.	8	6 Lack of discussion regarding passenger dispute resolutions	8 Has a comprehensive S&S plan	10 Easy to communicate these goals to employees and commuters.
		MV	7 Security Plan not addressed.	6	6	8	8 Has a comprehensive S&S plan	10 Proposer met request thoroughly.	
		First Transit	8 Security Plan appears to be minimal. If budget funding is available, then security is provided. If not, then front-line staff is responsible for maintaining a "Heightened sense of awareness at all times." Fencing, cameras, and lighting are used as security measures for facilities.	7 Provided. Standard program in place - safety training/maintenance of equip./awareness	5 Lacked focus on passenger dispute and resolution	8 Has a comprehensive S&S plan	10 Detailed explanation of complaint resolution process.		
		McDonald	7 No response given to how passenger disputes would be addressed.	8 Charlotte area transit system Capital Metro Transportation Authority Fort Worth	9 Excellent array of levels provided as well as variety [unclear] storms, demonstrations, terrorisms, & bombthreats.	9 Has a comprehensive S&S plan	8 Thorough in the response Could use more detail related to thresholds for safe working environment that are easily communicated to & understood by employees.		
		MTS	10 RFP requirement met	8 FTA experience Assessments/inspections	6	8 Has a reasonable plan	10 Proposer met request thoroughly.		
		RFP Description Describe your approach and your comparable experience in capital needs assessment and facility management. Provide information about how maintenance and replacement projects							

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 24	17	are identified and prioritized.	8	6	7	7	8	5	
		Veolia	Prioritization process not outlined in a detailed enough manner to gauge the Respondents approach. Citing of comparable was general and was more related to funding than capital prioritization.	Assessment /Programming/ Funding Reasonable but only references the Nassau County Program (2012). Not enough resident experience.			Has a solid approach.	Didn't discuss transit buildings and the relationship between Veolia as the facilities manager vs. County as the owner.	
		MV	No comparable experience in capital infrastructure needs assessment was provided. Prioritization process was not really identified.		More experience details regarding each area requested.	Lack of information about prioritization	Plan lacks detail.	Don't discuss their experience. Very little detail provided.	
		First Transit	Evaluator Guidance - Proposer should provide its approach and comparable experience in capital infrastructure (facilities and equipment) needs assessment and facility management. In addition, the proposer should provide information about how maintenance and replacement projects are identified and prioritized.	9	6	5	6	7	8
		McDonald	RFP requirement met	Standard practices addressed terrorism & bombthreats		6	8	8	10
		MTS	RFP Description Describe your approach and comparable experience to procurement activities in working with internal and external departments and to ensure that compliance is maintained with Federal, State, and local requirements. Include how projects	RFP requirement met	Procurement practices mirror county organizes & FTA regulations.	good detail and understanding of process		Understands requirements and has a system in place.	Proposer met request thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 25	17	are managed to ensure that contractors maintain project schedules and adhere to project budgets.	10 RFP requirement met	5 10% of Nassau/FTA Cannot access based on provided info, meaningful procurement FTA experience. "lead in Tucson system" Nassau less than 10%" Has not handle one of the top 50 recipients before. How much of our budget is competitively sourced?	7	7	8 Understands requirements and has global purchasing power.	10 Clear reporting lines. Request met very thoroughly.
			2	5	4	4	5	2
		MV	Does not address the subject matter of procurement management and activities.		Too brief - not enough detail.	Did not include the approach to managing & ensuring schedules and budgets	Plan lacks detail.	Did not address most of this request, esp. managing projects and ensuring contractors maintain schedules and budgets.
		Evaluator Guidance - Proposer should provide its approach and comparable experience in performing procurement activities that are related to management of a transit system. This includes that the proposer, in its management of transit systems, works with the client and its aware of and maintains compliance with all Federal, State, and local requirements. In addition, this response should include the proposer's approach to managing projects and ensuring that contractors maintain project schedules and adhere to project budgets.	9	4	6	8	6	10
		First Transit	No information was given as to procurement project management.	Attachment provided Unable to assess current procurement policy a mere statement is provided FTA requirements mentioned and not explained.		Very familiar with contract obligations, project schedules and project budgets.	A reasonable approach.	Very familiar w/ cost savings types of procurements.
		McDonald	10 RFP requirement met	9 Successfully compete for discretionary goods? Will this work with Milwaukee County. FTA experience Current procurement polices mirror FTA requirements 49 CFR Part 622	5	7	8 Understands requirements and has a proven system in place.	8

		<u>RFP Description</u>	10	8	8	8	8	10
		Describe your approach and comparable experience in budgeting, accounting and providing financial reports and operational reports to a client. Provide examples of these types of reports and also include corrective action methodologies that may be used to keep the system on track with the budget.	10 RFP requirement met	8 Direct experience with Milwaukee County Process CPA on staff - GAAP/GASP	8 Solid & detailed explanation. Samples		8 Current system works.	10 Proposer met request thoroughly.
			10	7	8	8	8	10
		Veolia	10 RFP requirement met	7 For profit budget cycle system.	8 Clear line of types of reporting, systems and examples		8 A solid approach	10 Proposer met request thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 26	13	MV	5	5	5	4	5	6
			Response does not address any corrective action policy/procedure nor does it address strategies to ensure that budgets are kept "on-track."		Too brief - not enough detail.	No discussion of correction action	Plan lacks detail.	Needs more detailed outline/steps in its budgeting & financial management approaches.
		First Transit	9	6	6	7	7	7
			No corrective action strategies given as an example.				A reasonable approach.	Did not address corrective actions.
McDonald	9	7	7	8	8	10		
			No report examples were provided.	Standard			A solid approach	Proposer met request thoroughly.

Request 27	25	MTS	10	7	6	7	8	10
			RFP Description Describe how your organization will handle notification and resolution of critical and/or sensitive information, disputes that require interagency involvement, and/or reporting omissions that require corrective action.	RFP requirement met	Issues with effective communication.			Proposer met request thoroughly.
		Veolia	9	8	7	8	8	8
			No process/procedure identified for reporting of omissions.	Reasonable.				Didn't seem to address corrective action methodologies.
		MV	8	5	4	4	5	5
			Response was vague and didn't really address how sensitive information will be handled between the County and the Respondent.		Too brief - not enough detail.	Response related to employee procedures regarding employee records, data and other information	No detail.	Minimal Response.
First Transit	8	5	4	8	7	7		
	Evaluator Guidance - Proposer should describe how its organization will handle notification and resolution of critical and/or sensitive information, disputes that require interagency involvement and/or reporting omissions that require corrective action.	No process/procedure identified for reporting of omissions or inter-agency disputes.	Fair & requires more detail	Lacked details of actual handling. Too general.		Should have provided more details/examples.		
McDonald	8	8	7	8	8	9		
			There was no response as to how inter-agency disputes would be addressed.	Experience w/ HIPPA/ADA/EEOC			Not sure what was meant by "including separation from MCTS"? An extreme corrective action?	

Situational Analysis			32%					
		RFP Description	8	7	8	8	8	5
		Proposer should provide two examples of their organization's experience with successful development and implementation of major, effective cost savings initiatives. Provide details of each experience that includes the timeframe for implementation, dollar value, and overall impact on performance and/or operations of comparable transit systems	MTS	The Paratransit Agency Fares and New Freedom programs were initiated by non-MTS staff.	KPIS/Budget	Thorough detail and multiple examples.		Requirement met.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 28	44.66	that your organization has managed and how that may apply to Milwaukee County.	10	7	8	9	8	10	
		Veolia	RFP requirement met	Focus continues of Nassau County System. Too recent Demographics of situation a bit different from issues faced by Milwaukee County.	Good examples with details and clear information. Easy to understand.		Requirement met.	Proposer met request thoroughly.	
		MV	RFP requirement met			7	5	8	5
							Did not describe how the initiatives may apply to Milwaukee County	Requirement met.	Gave only one specific example.
		Evaluator Guidance - Proposer should provide two examples of its organization's experience with successful development and implementation of major, effective cost savings initiatives. In supplying these examples, proposers should include the timeframe for implementation, dollar value, and overall impact on performance and/or operations of comparable transit systems that the proposer has managed and how these initiatives may apply to Milwaukee County.	8	6	5	6	8	10	
		First Transit	While efficiency examples were given, very few included project timeframes, dollar values (i.e. costs, savings, etc.), and/or performance measures that could be used to gauge the effectiveness and/or applicability to Milwaukee County.	Relevant example - North County Other examples are in limited paratransit operations	Lacked timing and how it would apply to Milwaukee County	Tying health insurance premiums to wages (Duluth) \$190,000 savings Did not relate to Milwaukee County	Requirement met.	Numerous examples.	
		McDonald	RFP requirement met	CATS 340,K Fort Wayne insurance benefits Volusia 40k		Did not demonstrate how these initiatives may apply to Milwaukee County	Requirement met.	Proposer met request thoroughly.	
		<u>RFP Description</u>	10	8	8	8	8	9	
		Proposer should provide an example of strategies their organization has used and will use to control for volatility in fuel costs. In addition, detail the positive performance and/or operational impacts.	MTS	RFP requirement met	Hedging Local fuel storage facility	Strong strategy		Requirement met	
			9	7	7	8	7	10	
		Veolia	The operational impact was not clearly identified in the response, nor was an explanation for the positive performance and/or operational impact.	Suggests "coop" purchasing.			Requirement met	Proposer met request thoroughly.	

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 29	31	MV	8 The operational impact was not clearly identified in the response, nor was an explanation for the positive performance and/or operational impact.	6	5	4 Did not detail positive performance and/or operational impacts.	6 No specific example given.	5 No details on operational impacts resulting from hedging.
		First Transit	8 The operational impact was not clearly identified in the response, nor was an explanation for the positive performance and/or operational impact.	5 Limited to maintenance	6	7 Corporate Purchasing Agreements 15% savings	4 It's not clear if the CPA's apply to fuel.	10 Proposer met request thoroughly.
		McDonald	10 RFP requirement met	8 Long term citilink fuel contract/hedging future	8 Good variety, many considerations.	7	8 Met requirement.	10 Proposer met request thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 30	31	MTS	10 RFP requirement met Proposer should provide an example of strategies their organization has used and will use to manage fuel consumption. In addition, detail the positive performance and/or operational impacts.	8 Fuel Purchases/Conservation	7	8	7 Has a plan for fuel consumption	8 Did not mention working w/drivers on idling and other inefficient operations.
		Veolia	10 RFP requirement met	7	8 A variety of areas tracked and reviews, outside the box thinking.	8 Has a plan for fuel consumption	10 Proposer met request thoroughly.	
		MV	9 Only one example of an efficiency measure was given.	6	5	6 Has a plan for fuel consumption	8 Could use more detail in the response.	
		First Transit	10 RFP requirement met Evaluator Guidance - Proposer should provide an example of strategies its organization has used and will use to manage fuel consumption. This response should include the positive performance and/or operational impacts.	6 On site fuel mgt. Bulk programs Winter fuel program	6	7 Has a plan for fuel consumption	8 Didn't discuss operational methods (idling & shifting) that can result in savings.	
		McDonald	10 RFP requirement met	8 Maintenance Alternative fuel-soybio 20-30% +	7	8 Has a plan for fuel consumption	8 4 strategies idling reduction alternative fuels maintenance of fleet operation of fleet	

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		MTS	9 In comparison to other Respondents "experience and successful implementation, MTS has limited experience utilizing alternative fuels.	7 Understand alternatives, regulations & risks of using CNG/LNG	6 Lacked more detail in each section	6	7 Requirement met	10 Proposer met request thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 31	31	Veolia	9	7	8	7	7	10
			Although a variety of alternatives were identified, no operational impacts were clearly defined or explained.		Large knowledge of a variety of options.		Requirement met	Variety of experience w/different alternative fuels.
		MV	9	7	5	6	7	10
			Although a variety of alternatives were identified, no operational impacts were clearly defined or explained.				Requirement met	Proposer met request thoroughly.
		Evaluator Guidance - Proposer should provide an example of its experience developing and implementing the use of alternative fuels in the provision of transit services. For example, buses that run on compressed natural gas, hybrid buses, etc. The response should detail the positive performance and/or operational impacts that resulted from implementing the use of alternative fuels.	10	8	6	4	7	10
		First Transit	RFP requirement met.	Propane Electric Hybrid		They discuss Calif. maintenance staff but how will that benefit Milwaukee, Wisconsin use of alt. fuels?	Requirement met	Proposal request met thoroughly.
		McDonald	10	7	7	7	7	10
			RFP requirement met	10 different examples Bio/electric/hybrid/propane 1st in implementing CNG	Good variety & quantity of experience.		Requirement met	Proposer met request thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 32	44.67	MTS	10	7	9	8	8	10
			RFP requirement met	New strategy: Metro [unknown] Have understand different market segments Revenue enhancing grants.	focused on multiple areas including research		Identified specific strategies	Proposer met request thoroughly.
		Veolia	8	6	8	8	8	10
			General advertising and marketing plan included. The response did not detail if and how various strategies would be utilized in Milwaukee County.	Ridership issues pertaining Milwaukee County yare more related to safety & image/blending of our system. Customer Service/Reliability are good.	Focus on a variety of areas.		Identified specific strategies	Much experience and various tools (w/successful implement action) that can be used @ MCTS.
		MV	8	7	6	7	7	10
			General advertising and marketing plan included. The response did not detail if and how various strategies would be utilized in Milwaukee County.				A reasonable approach	Proposer met request thoroughly.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		Evaluator Guidance - Proposer should provide strategies its organization has used and will use to successfully increase ridership. This response should include if and how various forms of media or technology were used.	First Transit	8 General advertising and marketing plan included. The response did not include if and how various forms of media or technology were to be used.	6 Plan calls for reinforcing brand. Standard tactics; no creative solutions	7	6 Only strategy is "marketing."	5 A lot of detail on marketing but didn't discuss other methods.
			McDonald	8 The response did not detail if and how various strategies would be utilized in Milwaukee County	6 Fair Examples	5 Limited ideas.	6 Gave 2 examples but nothing specific to Milw. Co.	6 Not enough detail on ridership alternatives that could help MCTS
		<u>RFP Description</u> Proposer should provide examples of strategies their organization has used and will use related to system revenue enhancement.	MTS	10 RFP requirement met	7 Revenue enhancement grants. Passenger amenities Segmentation: Upass, Commuter	7	9 CMAQ opportunities Streetcar corrections Bikeshare collaboration	8 Reasonable strategies identified. Proposer met request thoroughly.
			Veolia	8 Response was general and did not include information that provides the reviewer with an understanding of the positions performance or operational impacts related to revenue enhancement strategies utilized in other transit agencies (that may be applicable to Milwaukee County).	6 Nothing creative or distinct.	6	7 Reasonable strategies identified.	10 Examples of several strategies.

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 33	44.67	MV	8 Response was general and did not include information that provides the reviewer with an understanding of the positions performance or operational impacts related to revenue enhancement strategies utilized in other transit agencies (that may be applicable to Milwaukee County).	6	5 Need more details.	5	4 Clearly the weakest of all the proposals.	7
		First Transit	10 Evaluator Guidance - Proposer should provide strategies its organization has used and will use related to increasing revenues used to fund the transit system. As part of this response, the proposer should detail the positive performance and/or operational impacts. RFP requirement met.	7 Standard revenue generating strategies.	8 Large variety of experience, nice example	8	6 Reasonable strategies identified but MCTS is not procuring Gillig buses.	10 Proposal request met thoroughly.
		McDonald	9 Revenue enhancement appears limited.	6 Realtime info system Volusia Transfers were eliminated advertising Nothing innovative	5 Limited ideas.	7	8 Reasonable strategies identified.	10 Proposal request met thoroughly.
		MTS	10 RFP Description Proposer should provide strategies for enhancing and maintaining employee morale. As a part of this response, please discuss what measurements were used and will be used, and what factors were found to be significant drivers of employee satisfaction. In addition, detail the positive performance and/or operational impacts. RFP requirement met.	7 Standard practices.	7	8 Reasonable approach	7 Proposer met request thoroughly.	
		Veolia	8 Response was very general in terms of incentives and programs. There doesn't appear to be measures on how effective the programs are and there don't appear to be an operational impact measures identified either.	8 Good general management principles.	7	5 This response did not describe the measurements that were used to determine employee satisfaction.	7 Proposer met request thoroughly.	
			8	7	5	5	7	7

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm		
Request 34	31	MV	Response was very general in terms of incentives and programs. There doesn't appear to be measures on how effective the programs are and there don't appear to be an operational impact measures identified either.		Need more details.			Should have more detail on performance or operational impacts.		
		First Transit	Although there are a number of incentives and programs, there doesn't appear to be measures on how effective the programs are and there don't appear to be an operational impact measures identified either.	9	7	7	7	7	10	
		McDonald	Although there are a number of incentives and programs, there doesn't appear to be an operational impact measures identified.	8	7	8	8	7	10	
		Evaluator Guidance - Proposer should provide strategies for enhancing and maintaining employee morale. As part of this response, the proposer should discuss its experience with what measurements were used in determining employee satisfaction as well as what factors were found to be significant drivers of employee satisfaction. In addition, the proposer should detail the positive and/or operational impacts.	First Transit	Although there are a number of incentives and programs, there doesn't appear to be an operational impact measures identified either.	9	7	7	7	7	10
		McDonald	Although there are a number of incentives and programs, there doesn't appear to be an operational impact measures identified.	8	7	8	8	7	10	
		First Transit	Although there are a number of incentives and programs, there doesn't appear to be an operational impact measures identified either.	9	7	7	7	7	10	

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm		
Request 35	31	MTS	RFP requirement met	10	8	7	8	7	10	
		Veolia	RFP requirement met	10	8	7	4	7	10	
		MV	RFP requirement met	10	6	5	6	7	7	
		First Transit	RFP requirement met.	10	6	6	8	7	10	
		First Transit	RFP requirement met.	10	6	6	8	7	10	
		Proposer should provide strategies for maintaining positive customer relations and what measurements were used to determine success. As a part of this response, please discuss any experience with developing and administering customer satisfaction surveys that will be used in any resulting agreement.	MTS	RFP requirement met	10	8	7	8	7	10
		Proposer should provide strategies for maintaining positive customer relations and the measurements that were used to determine success. As part of this response, the proposer should discuss its experience with developing and administering customer satisfaction surveys that are expected	First Transit	RFP requirement met.	10	6	6	8	7	10
		Proposer should provide strategies for maintaining positive customer relations and what measurements were used to determine success. As a part of this response, please discuss any experience with developing and administering customer satisfaction surveys that will be used in any resulting agreement.	Veolia	RFP requirement met	10	8	7	4	7	10
		Proposer should provide strategies for maintaining positive customer relations and what measurements were used to determine success. As a part of this response, please discuss any experience with developing and administering customer satisfaction surveys that will be used in any resulting agreement.	MV	RFP requirement met	10	6	5	6	7	7
		Proposer should provide strategies for maintaining positive customer relations and what measurements were used to determine success. As a part of this response, please discuss any experience with developing and administering customer satisfaction surveys that will be used in any resulting agreement.	First Transit	RFP requirement met.	10	6	6	8	7	10
		Proposer should provide strategies for maintaining positive customer relations and what measurements were used to determine success. As a part of this response, please discuss any experience with developing and administering customer satisfaction surveys that will be used in any resulting agreement.	First Transit	RFP requirement met.	10	6	6	8	7	10

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		to be used in any agreement with Milwaukee County.	McDonald	10 RFP requirement met	7 Stakeholders interviews paratransit TPW review committee on board surveys	7	7	7 Should probably have more than 1 public meeting to seek public input on complaints, compliments, etc.
Request 36	31	RFP Description Proposer should detail their experience with contactless smart card fare systems.	MTS	8 Respondent is still in the process of implementing SmartCard technology.	6 1st time using it. Understand advantages	7	7 One current effort underway	3 No direct experience.
			Veolia	10 RFP requirement met	8 Experienced. 12 month adoption suggestion.	6	6 Has the most practical experience with Smart Cards	10 Extensive experience and consideration of transitioning MCTS and riders to smart cards.
		MV	10 RFP requirement met	6	9 Good past & current experience as well as additional ideas & experience.	6 Green Bay [unknown] Smart Card compatible	7 Proposed general management has experience with Smart Cards.	5 Limited Experience as provided in this response.
		First Transit	10 RFP requirement met.	8 One of the systems they manage uses smartcard.	8	6 Working to offer compatible smart cards where First Transit holds management contracts in Massachusetts. Difficult to understand if they have direct experience or are just in the general areas where other firms are utilizing smart cards.	7 Has experience with Smart Cards	10 Proposal request met thoroughly.
		McDonald	9 There appears to be limited experience with one client in regards to SmartCards. However, the staff assigned appears to have had significant experience with the development of the SmartCard implementation for the client agency.	8 Experienced Use social media Value targeted/demographics programs Bikeshare program	9 Very familiar with smart card as well as other systems. Good detail.	6 One example CharlieCard	8 Has practical experience with the Scheidt & Bachmann farebox/ Smart Card.	6 2 examples Would have expected more with all of their transit experience.

Scores As Originally Provided by the Evaluation Panel

Request	Weight	Entity	Evaluator 4 - MCAdm f	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	Avg
Totals		Evaluator 4 - MCAdm Fiscal							
		MTS	761.42	618.86	568.35	600.62	598.65	671.94	636.64
		Veolia	754.57	573.32	580.72	595.85	619.35	778.44	650.38
		MV	689.47	542.59	471.46	482.10	531.52	525.44	540.43
		Bidder 4	727.39	511.43	515.61	530.90	527.52	739.11	591.99
		McDonald	745.74	590.98	551.73	559.31	616.02	709.47	628.88

Revised Scores Accounting for "Requirements Met"
(Requirements Met Scored at an "8" Based Upon MCDOT Evaluator)

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Management Team, Organizational Chart, and Qualifications									
Request 3	14	RFP Description Provide the names and qualifications of the senior management team members to be dedicated to the performance and execution of any agreement.	MTS	8	8	8	8	8	8
			Veolia	8	8	8	8	8	8
			MV	8	8	8	8	8	8
		Evaluator Guidance - [None]	First Transit	8	8	8	8	8	8
			McDonald	8	8	8	8	8	8
Request 4	30	RFP Description Please provide resumes of the management team for all the proposed Key Personnel. Submitted resumes shall fully document the relevant skills, qualifications, experience, certifications, and awards of the personnel to be provided as they relate to the technical areas described in the Scope of Service.	MTS	10	8	7	8	8	10
			Veolia	10	8	5	6	6	9
			MV	10	7	5	5	6	10
		Evaluator Guidance - This request is establish the skills, abilities and experience of key personnel to be assigned to engagement with Milwaukee County.	First Transit	10	7	6	6	6	10
			McDonald	10	8	8	6	8	10
Request 5	14	RFP Description Provide a detailed organizational chart reflecting the titles, responsibilities and reporting structure for all TMS provider management and administrative employees that would be included in fulfilling this RFP request.	MTS	10	9	8	8	8	10
			Veolia	10	8	6	8	8	10
			MV	10	7	4	8	5	3
		Evaluator Guidance - This request is to have vendor provide a clear picture of organization structure and roles and responsibilities of individuals within the overall organization.	First Transit	10	7	5	7	5	8

Revised Scores Accounting for "Requirements Met"
 (Requirements Met Scored at an "8" Based Upon MCDOT Evaluator)

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		McDonald	10 RFP requirement met	8 Provided Clear	8 Much more clear picture. Detailed layout, clear lines of responsibility.	4 The organizational structure is not clear. For example, why does the Deputy General Manager of Operation appear on four separate charts?	8 Understands reporting structure	10 Extremely detailed on roles and responsibilities of all levels of personnel.
Request 6	14	MTS	8 Limited examples of shared resources that could be utilized.	8	6	8	7	10 Proposer met request thoroughly.
		Veolia	10 RFP requirement met	8 Detailed organizational chart & articulated 2 phase org. proposal. Is Milwaukee County sharing grants management? Unclear on DBE compliance.	7	6 No discussion of route scheduling p.51 table states "MTSC" - unclear.	8 Solid support functions	10 Clearly will not need County resources b/c of their vast corporate resources.
		MV	10 RFP requirement met	7	7	7	8 Solid support functions	10 Proposer met request thoroughly.
		First Transit	10 RFP requirement met	6 Some information provided. More details needed to understand how share services would work.	8 Large number of additional resources in all areas. Resourceful team	6 Adequate support functions	7 Proposer met request thoroughly.	
		McDonald	10 RFP requirement met	8 Provided.	6	5 They have not ensured that sufficient resources are available.	8 Solid support functions	10 (Pg. 57 - Is the assessment for 9 or 12 months after commencement) Unlikely they will need to share services. In the event that may occur, they have a plan for mutually agreed upon sharing of services.
		MTS	10 RFP requirement met	9 Direct experience Incumbent	5 Lacked solid information	7 Managed MCTS only	7 Not being penalized for "Milw Co. Only"	4 Experience limited to MCTS.
		Veolia	10 RFP requirement met	9 Vendor has national and international presence. Nassau, LI ATA, New Orleans San Diego Phoenix	6	6	8 Numerous and relevant systems.	10 Over 3 examples.
		MV	10 RFP requirement met	6	6	5 Most clients listed have fewer vehicles than Milwaukee County	7 has relevant experience	7 Should have included more detail on those systems most comparable to MCTS.

Revised Scores Accounting for "Requirements Met"
 (Requirements Met Scored at an "8" Based Upon MCDOT Evaluator)

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 7	20	Evaluator Guidance - This request is to determine if proposer currently manages transit services of comparable size and scope to the services to be provided for the engagement with Milwaukee County.	First Transit	7 Response did not include listing of current clients equal to or larger than Milwaukee County's current service	5 ?No experience in fixed routes in the US Details about Connecticut Transit offered later.	5 Lacks some detail, and strength of detail	5 Did not identify services of comparable size and scope	5 Mostly smaller systems	8 Should have "called out" a few specific examples.
		McDonald	10 RFP requirement met	8 41 yrs of history 31 services Employees are allowed ownership. Fort Worth/ Volusia, FL/ Waco, TX/ Bloom/IN	5	6 has relevant experience	7 They should have provided more statistics that would illustrate how similar Charlotte & Austin systems are compared to Milwaukee County.		
Request 8	20	<u>RFP Description</u> Please provide your organization's most recent audited financial statement. Additional financial information may be required prior to execution of any agreement.	MTS	8 RFP requirement met	8 Not for profit.	8	8 meets requirement	8 No coverletter by an outside auditing firm declaring either no or some found adverse findings.	
		Veolia	8 RFP requirement met	7 Company has accumulated losses. Inflated assets. Was an acquisition model to grow. Goodwill in [unknown.]	8	8 meets requirement	8 No deficiencies of any kind reported by 3rd party auditor.		
		MV	8 RFP requirement met	8	8	8 meets requirement	8 Proposer met request thoroughly.		
		First Transit	8 RFP requirement met	5 Referred reader to a website.	8	8 meets requirement	8 Proposer request met thoroughly.		
		McDonald	8 RFP requirement met	8 IFRS IASB standards Profitable.	8	8 meets requirement	8 Proposer request met thoroughly.		
		Evaluator Guidance - This request is to evaluate that proposer does not have any adverse audit findings, follows generally accepted accounting principals, etc. Scorer will not be responsible here for determining technical financial items such as liquidity of assets, strength of balance sheet, etc.	MTS	8 Financial controls response was somewhat general making it difficult to gauge the process/procedures the Respondent has in place.	8	8 Good Detail	5 Not much detail on internal controls other than a flow chart	8 meets requirement	8 Not enough details re: internal controls.
Veolia	8 RFP requirement met	8 Yes. Proposer provided information. Operating expenses controls may need to be aligned with both Milwaukee County and FTA requirements.	6 Not enough detail on whole organization. Would like to have seen more detail	8 meets requirement	8 Very clear, detailed explanation of dollar limits and associated organizational level of approvals required.				

Revised Scores Accounting for "Requirements Met"
 (Requirements Met Scored at an "8" Based Upon MCDOT Evaluator)

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 9	14	MV	8	8	5	7	8	4
		First Transit	8	8	8	8	8	6
		McDonald	8	8	8	8	8	8
			Overview was fairly general which made it somewhat difficult to gauge the reporting and controls process/procedures the Respondent has in place		Not thorough enough.	Unclear internal/organizational controls Numbering does not match RFP	meets requirement	Not much detail specifics.
			Evaluator Guidance - This request is to evaluate that proposer has provided an outline of its organizational structure, specifically that it has provided an overview of financial reporting and internal controls that are in place.	Overview was fairly general which made it somewhat difficult to gauge the reporting and controls process/procedures the Respondent has in place	Solid with additional resources		meets requirement	A bit confusing as to how the general mgr. & reg'l staff will interface w/ those listed on pg 22.
			RFP requirement met	Financial controls general information provided.	Nice detail & thorough explanation.		meets requirement	Very detailed in the description and thorough in describing and accounting for various fiscal controls.

Request 10	14	<p><u>RFP Description</u> Please provide an outline of enterprise informational systems that will be used to fulfill any resulting agreement with Milwaukee County.</p>	MTS	8	8	8	8	8
			Veolia	8	8	8	8	8
			MV	8	8	5	8	8
		<p>Evaluator Guidance - This request is for the proposer to demonstrate that it has a sufficient information technology (IT) infrastructure in place to support the engagement with Milwaukee County. This item should include an overview of IT systems that will be used.</p>	First Transit	8	5	5	8	8
			McDonald	8	8	8	8	8
				8	8	8	8	8
			RFP requirement met	Enterprise Info System	Excellent Detail covered well		adequate	Very thorough/extensive
			RFP requirement met	Basic information provided.			adequate	J.D. Edwards as a one-stop-shop
			RFP requirement met		Too brief - needs more detail.		adequate	No response.
			RFP requirement met	Weak and lacks of sufficient explanation.	Lacks currently in process. Was not clear if they were in process of or currently using	TransLoc real-time customer interface First Base maintenance	adequate	Proposer request met thoroughly.
			Response was general and did not include information that provides the reviewer with an understanding IT infrastructure used for support of operations.	HASTUS/AVL	Strong system with extensive details available.		adequate	

Request 11	20	<p><u>RFP Description</u> Please provide an outline of awards, quality certifications, industry recognition or achievements.</p>	MTS	8	8	5	8	8
			Veolia	8	8	8	8	8
			MV	8	8	8	8	8
			8	8	8	8	8	
			RFP requirement met		Lacked recent or substantial recent information	Primarily marketing awards	solid achievement section	Several but not extensive Systemwide or individual w/the exception of marketing.
			RFP requirement met			Over 100 awards from clients, municipalities and peer groups.		Numerous in U.S. and abroad.
			RFP requirement met					Proposer met request thoroughly.

Revised Scores Accounting for "Requirements Met"
(Requirements Met Scored at an "8" Based Upon MCDOT Evaluator)

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		Evaluator Guidance - Has the proposer been recognized by peer groups, industry associations, or through other formalized recognition programs for its achievements, performance, etc. as an outstanding transit services provider?	8	7	8	8	8	8
		First Transit	RFP requirement met	Some recognition.	Excellent recent-current information.			Numerous systemwide and individual.
		McDonald	RFP requirement met	Some		3 participate in APTA's Hall of Fame		Numerous system and personnel individual awards.

Past Performance 8%

Request	Weight	RFP Description	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 12	20	Provide a description of the proposer's experience managing transit systems of similar scope and size to that of Milwaukee County. Provide for each system managed at a minimum the operating expenditure budget, annual bus miles, annual bus hours operated, number of buses in fleet, annual number of passengers, number of years managing each identified system.	MTS	8	8	8	8	8	8
			Veolia	8	8	8	7	8	8
			MV	7	8	8	8	8	3
			The information provided lacked comparable data for some of the examples cited... this made it somewhat difficult to compare Respondent's experience to Milwaukee County in terms of Annual Ridership, Bus Service Hours, Vehicles (i.e. buses) operated, etc.					meets requirement	Choose smaller transit systems as comparables.
		Evaluator Guidance - Proposer should demonstrate its historical experience managing transit systems of similar size and scope to that of Milwaukee County.	First Transit	7	8	8	5	6	8
		McDonald	8	8	8	8	8	8	

Revised Scores Accounting for "Requirements Met"
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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 13	20	<u>RFP Description</u>	8	8	8	8	8	8	
		Please provide a description of proposer's experience in transitioning employees of comparable transit systems from another provider to your organization. Provide a high level overview of issues encountered and timeframe required for transition. Please detail your experience with transitioning of employee benefits including maintaining the existing pension plan.	MTS	Limited examples of transitioning/migrating workers from another agency.	Only operates Milwaukee County.	Lacks Detail	The timeliness of the transition of paratransit services was not addressed	meets requirement	One experience 14 yrs ago.
			10	7	7	8	9	10	
			Veolia	RFP requirement met	Labor migration examples provided. Most acquisitions are recent. Experience has been gained through acquisition rather than organic experience.			Has experience in transitioning employees and a comprehensive plan for MCTS	Clear understanding of short timeframe. However, numerous transitioning experiences w/o significant understanding of impacts that it will have on the current workforce.
			8	6	5	8	7	2	
			MV	Transition/migration plan not as detailed as other Respondent's plans.		More Details and more levels of consideration needed.	Capital Metro - Austin TX as example timely transition of all employee benefits pension and the union agreement exceeded on-time performance standard Matching 401k plan	meets requirement	No experience discussed. Confusing start-up schedule.
		Evaluator Guidance - This request should demonstrate that the proposer has experience in migrating/transitioning employees and operations from another transit services provider to its organization. Scorers should consider timeliness and quality of the transitions as expressed by the proposer.	8	6	8	6	7	10	
			First Transit	Timeline and process/procedure of Milwaukee County transition given. However, no examples of past performance in regards to transitioning/migrating employees from another transit service organization was provided.	Not very detailed How to transition a union operation?	Good detail level of all employees and each step and timing of steps	Extensive experience working with labor groups previously working in a public agency experience inventory defined benefit defined contribution plans no examples identified in this response	meets requirement	thorough
			McDonald	No detailed examples of transition experience were given (just the names of the transit agencies were provided)	Provided	Excellent detail in each steps process. Strong process.		Has experience in transitioning employees, a comprehensive plan for MCTS and has named a "Start-Up Team."	Detailed and thorough plan for migration including a timeframe that allows for a January 1, 2014 start date. This includes fixed route and Paratransit services. However, not as detailed on employee transitioning.
			7	8	9	8	9	6	

Revised Scores Accounting for "Requirements Met"
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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 14	20	<u>RFP Description</u> List up to three references of similar transit management assignments. Provide names, addresses and telephone numbers of a point of contact for each system.	MTS	8 None given. Milwaukee County is the only client of significant size and operations.	8 Only one reference provided as the organization was created to only handle one system.	8	8 1 reference - Brian Dranzik; 22 letters of support: Milwaukee Downtown BID; UW Milwaukee; Marquette University; Milwaukee World Festival, Inc; MillerCoors; Rep. Evan Goyke; Transit Services Advisory Committee; Transit Now; Godfrey & Kahn SC; MPS x 2; Joyce Tang Boyland; MIAD; Cheri McGrath; Denise Koss; Northcott Neigh. House; Danceworks; Interfaith Senior Ambassadors; Prime & Assoc; H__; Via Downer; St. Johs; Nat'l Veterans Wheelchair F ____.	8 meets requirement	8 Only one reference.
		Veolia	8 RFP requirement met	8 Yes	8	8	8 meets requirement	8 3 references.	
		MV	8 RFP requirement met	8	8	8 3 references	8 meets requirement	8 Proposer met requirement thoroughly.	
		First Transit	8 There was only 1 (one) Comparable systems managed by Respondent (Connecticut Transit) that was somewhat comparable to Milwaukee County in terms of Annual Ridership, Bus Service Hours Vehicles (i.e. buses) operated, etc.	8 Provided Most experience provided is in para-transit services fixed route clients are recent: 2008-present.	8	8 3 references	8 meets requirement	8 Proposer met requirement thoroughly.	
		McDonald	8 RFP requirement met	8	8	8 4 references	8 meets requirement	8 4 references including one that's larger than Milwaukee County.	
		<u>RFP Description</u> Provide a description of the Proposer's experience managing paratransit systems of similar scope and size to that of Milwaukee County. Provide for each system managed at a minimum the operating expenditure budget, modes of transportation (such as bus, van, or taxi) provided, annual number of riders, and number of years managing each	MTS	10 RFP requirement met	9 Experienced working with Milwaukee County systems & staff.	6 Lacked outside experience from Milwaukee County	6 Admits that "paratransit services procurement could and should have been handled more effectively."	8 Experienced but in Milwaukee only.	

Revised Scores Accounting for "Requirements Met"
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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 15	20	Identified system. Please specify whether your organization provided this function on a direct basis (providing vehicles, staff, and management), by the management of a municipal system (provided staff and management service only) or utilizing third party contracts (management of contracted third party)	10	8	8	7	9	10
		Veolia	RFP requirement met	50 locations. Keep contracts for 1 year and more to consolidation after. Role: Broker: verification, subs 2 performance management.		Some examples are smaller than Milwaukee County	Has experience and offers a plan for MCTS going forward.	Over 50 paratransit programs.
		5	9	8	7	4	10	
	MV	Only references Paratransit. No Fixed-Route examples given.				Has experience but does not offer a plan for MCTS going forward.	Proposer met request thoroughly.	
	Evaluator Guidance - This request is for a proposer to demonstrate that it has significant experience managing paratransit systems of similar size and scope of service to that of Milwaukee County. Note that these services could be provided either by the proposer's organization itself (directly managed) or through a third party contract (the proposer contracts with a provider for these services) and that there is no points preference for the type of management itself (direct vs, third party contract).	10	9	8	7	4	10	
First Transit		RFP requirement met	Excellent experience. Well documented & diverse. Duluth/Davenport/Peoria/Milwaukee/Pace/Nevada/San Diego/Oregon.		Provide paratransit services for MCTS since 1998.	Has experience but does not offer a plan for MCTS going forward.	3 related experiences.	
		10	8	8	5	8	10	
		McDonald	RFP requirement met	Ft Worth & Volusia. will be subcontract.		The systems identified are small than Milwaukee County's Paratransit Ridership	Has relevant experience and offers a plan for MCTS going forward.	3 references in what appears to be similarly sized paratransit services.

Management Approach		24%							
Request 16	25	RFP Description	10	8	7	9	8	10	
		Provide an explanation of your management approach, client interaction, and reporting for the daily operations of an existing client's transit system of similar size and scope to Milwaukee County. In addition, detail a possible approach that your organization would use specific to Milwaukee County.	MTS	RFP requirement met			Public benchmarks proposed	Management approach is sound	Proposer met request thoroughly.
			10	8	8	9	8	10	
		Veolia	RFP requirement met	Pittsburg/SFCO/Nassau/New Orleans Uses FACTS for eligibility determinations. User monitoring systems.			Management approach is sound	Numerous KPIS for both fixed route and paratransit service. Continuous Communications Understanding of County's role CoBoard, Cex, DOT and Veolia's.	
			10	7	7	5	8	2	
		MV	RFP requirement met			Did not detail a possible engagement approach	Management approach is sound	Not detailed at all. They should be proposing a detailed communication schedule.	
	Evaluator Guidance - For a current client of similar size and scope to that of the Milwaukee County Transit System, proposer should provide an explanation of its overall approach to managing the transit system, interaction with the client, and reporting on the ongoing operations of the system. In addition, the proposer should detail a possible approach its organization would use specific to the engagement with Milwaukee County.	10	6	7	5	8	10		
First Transit		RFP requirement met	Automated recordkeeping "typos" non specific on FTA self certification system		Does not provide example within context of a current client of similar size, rather refers to references	Management approach is sound.	Proposer met request thoroughly.		
		10	8	8	8	8	10		
		McDonald	RFP requirement met	"each transit system is a public service that must be tailored to the unique communities it serves."			Management approach is sound.	Proposer met request thoroughly.	

Revised Scores Accounting for "Requirements Met"
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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 17	17	<p><u>RFP Description</u> Provide examples of how your organization currently informs clients of issues, requests, industry advancements, and/or necessary changes to the system. In addition, detail a possible approach that your organization would use specific to Milwaukee County.</p>	MTS	10 RFP requirement met	8	7 Solid process	8 Communication approach is sound	10 Proposer met request thoroughly.
			Veolia	9 No examples of communications protocol/procedures was given (for existing Respondent clients).	6 Suggests the use of PPOP approach in Nassau, Long Island. less than 1 yr? Any other models/examples besides Nassau County?	8 Covered each area well at all levels	9	8 Communication approach is sound.
		MV	5 Overly generalized response with little to no detail explaining communication process/procedures with existing clients and/or Milwaukee County.	7	4 Lacks detail. Too general.	5 Lack of a possible engagement approach	7 Communication approach is adequate.	0 Was not addressed at all.
		First Transit	8 The communication protocol/procedure was very general and no examples of communications protocol/procedures was given (for existing Respondent clients).	5 Transparency Response require more detail: Reporting systems? Approaches? Organization specifics?	5 Lacked clear detail for each area	5 Does not describe how they currently info0rm clients of issues, requests, industry advancement or changes.	7 Communication approach is adequate.	7 More detail on more specific communication would be helpful.
		McDonald	10 RFP requirement met	8 Articulated for three different transit systems. Monthly executive reports.	4 Very general process and did not address alternatives based on issues - requests - advancements - changes.	8 Communication approach is sound.	10 The Volusia model provides more than adequate information on a timely basis. Great communication instrument that's very transparent.	
					8	9	7	8
		<p><u>RFP Description</u> Describe how adequate staffing will be maintained; include your approach to hiring, training, promoting, employee retention, employee benefit provision, staff reduction policies, evaluation, discipline, workforce diversity, and Equal Employment Opportunities. Describe your organization's approach that would be used at Milwaukee county for interviewing and retaining staff employed by the current transit provider.</p>	MTS	8 Benefits provision not mentioned in response.	9	7	8 Personnel plans are sound.	10 Proposer met request thoroughly.
		Veolia	10 RFP requirement met	7 Transitioning current employees addressed. Appear to have a well designed training program. What would happen with legacy costs?	9 Details and process above and beyond the average	9	8 Personnel plans are sound.	10 Proposer met request thoroughly.

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 18	25	MV	8 The process by which existing staff (i.e. MTS) would be retained/hired was too general in order to provide the reviewer a clear picture of how the process may be applied to Milwaukee County.	8	7	8	8 Personnel plans are sound.	10 Proposer met request thoroughly.
		First Transit	9 Evaluator Guidance - Proposer should describe how adequate staffing will be maintained to ensure uninterrupted transit services. This is also an employee relations type of question where proposers should include the approach to hiring, training, discipline, staff reduction policies, employee benefits provision, diversity, Equal Opportunity, etc. In addition, the proposer should detail its organization's approach for interviewing and retaining staff employed by the current transit provider.	7 Staff Reduction policy not addressed	6 Driver training / well maintained equip. First Transit University e learning standard hiring & recruitment practices.	8	8 Personnel plans are sound.	10 Proposer met requirement thoroughly.
		McDonald	7 A staff reduction plan was not identified and the process by which existing staff (i.e. MTS) would be retained/hired was too general in order to provide the reviewer a clear picture of how the process may be applied to Milwaukee County.	7 Starts with assessment/typical process	6	6 No detail provided regarding employee benefits provision	8 Personnel plans are sound.	10 Proposer met request thoroughly.
Request 19	25	MTS	10 RFP requirement met	6 Identify your experience in the use of third party contractors, contract employees and Disadvantaged Business Enterprise vendors. Provide information as to how these groups are overseen by management staff.	7 Issues with proper management of paratransit contracts.	8 good understanding of current process	8 Has a proven track record in all areas.	10 Proposer met request thoroughly.
		Veolia	10 RFP requirement met	5 DBE portion a concern, not well articulated. Lombard, IL list may not be applicable for WI.	5 No direct experience listed. Lack of details in most areas. Not Clear	8	7 Response is adequate.	8 Could use a little more detail re: oversight of contract employees. Is it the C.O. who manages or the Division manger? (management of contract vs. personnel).
		MV	10 RFP requirement met	8	4 How groups are overseen not clear & section lacks detail.	6 Lack of info on how groups are overseen by management team	7 Response is adequate.	5 Doesn't address 3rd party contractors or contracted employees.
		First Transit	10 RFP requirement met	7 Evaluator Guidance - Proposer should identify its experience in the use of third party contracts, contract employees, and Disadvantaged Business Enterprise vendors. This information should include how these groups are overseen by the proposer's management staff.	7 Good knowledge of program & good faith efforts	4 Does not address how they are overseen	7 Response is adequate.	10

Revised Scores Accounting for "Requirements Met"
 (Requirements Met Scored at an "8" Based Upon MCDOT Evaluator)

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		McDonald	10 RFP requirement met	9 Paratransit subcontracted in Fort Worth & Volusia County FTA guidelines Cited the Federal Rule	5	8	9 Has already reached out to local DBE's.	10 Proposer met request thoroughly.
Request 20	17	MTS	10 RFP requirement met	9	8 Solid system, process, use of technology as well as upcoming technology	9 Examples of technology - current and upcoming included	7 Current process is adequate.	10 Proposer met request thoroughly.
		Veolia	10 RFP requirement met	8 Real time monitoring C.L.E.A.R. optimization.	7	9	8 Plan is detailed and includes innovations.	10 Proposer met request thoroughly.
		MV	8 Explanation of process and technology used for planning and scheduling was very general.	8	5 Need more clear detail.	7	5 Plan lacks detail and innovation.	2 They do not adequately address planning.
		First Transit	10 RFP requirement met.	6 Do not use standard software 2 optimization tools a hands-on approach may be insufficient for Milwaukee County requirements Trapeze	6	5 Combined 20 and 21 use Trapeze software	4 Proposes to keep paratransit contracts for 2014 and 2015 - that's too long. And why not take the whole program?	10 Proposer met request thoroughly.
		McDonald	10 RFP requirement met	9 McDonald conducted 1st federally sponsored implementation of [unknown] Trapeze/HASTUS & Route Meter Charlotte/Volusia County	6	8	8 Has a solid approach.	10 Proposer met request thoroughly.
Request 21	17	MTS	8 RFP requirement met	8	8	8	8	8 Proposer met request thoroughly.
		Veolia	8 RFP requirement met	8 Trapeze, Ridemeter, Hastas & VPR	8	8	8	8 Proposer met request thoroughly.
		MV	8 RFP requirement met	8	8	8	8	5 Minimal detail - also they don't seem to use software to document vehicle trips against employer/driver time lost.
		First Transit	8 RFP requirement met	8	4 Lost information when combined with previous section. Not clear	8	8	8 Proposer met request thoroughly.
		Evaluator Guidance - Proposer should detail how service planning and scheduling will be provided in a way that maximizes the provision of transit service while minimizing excessive labor costs.	8	8	4	8	8	8

Revised Scores Accounting for "Requirements Met"
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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		McDonald	8 RFP requirement met	8 Provided	8	4 Lack of detail on how service planning and scheduling will be provided	8	5 Not a lot of detail 3-step process
Request 22	17	<u>RFP Description</u> Describe your approach and your comparable experience in vehicle maintenance to ensure that vehicles are reliable, safe, clean, and in a state of good repair.		9 Information included, but policies/procedures do not appear as robust when compared to other Respondent's practices.	9 30 years of experience - PMV Recognized by Center for Urban Transportation Research	7	7	8 Has an effective maintenance program. Could have provided more detail on vehicle maintenance.
		Veolia	10 RFP requirement met	9 Very detailed.	9 Many levels of details in many areas. Covered well	9	8 Has a detailed Maint. Program.	10 Proposer met request thoroughly.
		MV	10 RFP requirement met	8	7	7	8 Has a detailed Maint. Plan.	10 Proposer met request thoroughly.
		First Transit	10 RFP requirement met	7 Typical maintenance plan	8 Very detailed, thorough. Seems to cover every area.	7	8 Has a detailed Maint. Program.	10 thorough description of maintenance and cleanliness standards
		McDonald	10 RFP requirement met	8 Industry standard succinct & clear training/prevention/constant inspections/preparation/action	7	9	8 Has a detailed Maint. Plan.	6 Need more detail on vehicle maintenance/preventative maintenance.
		MTS	10 RFP requirement met	7 Standard practices Issues w/driver security? Well detailed	8	9	8 Has a comprehensive S&S plan	10 Proposer met request thoroughly.
		Veolia	7 Security Plan not addressed.	6 General overview of their safety culture. Would like to see more specific on bus driver safety due to attacks of riders.	8	6 Lack of discussion regarding passenger dispute resolutions	8 Has a comprehensive S&S plan	10 Easy to communicate these goals to employees and commuters.
MV	7 Security Plan not addressed.	6	6	8	8 Has a comprehensive S&S plan	10 Proposer met request thoroughly.		

Revised Scores Accounting for "Requirements Met"
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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
Request 23	25	Evaluator Guidance - Proposer should provide its approach and comparable experience related to safety and security. This should include the proposer's approach to passenger dispute resolution and creating a safe working environment for employees.	First Transit	8 Security Plan appears to be minimal. If budget funding is available, then security is provided. If not, then front-line staff is responsible for maintaining a "Heightened sense of awareness at all times." Fencing, cameras, and lighting are used as security measures for facilities.	7 Provided. Standard program in place - safety training/maintenance of equip./awareness	5 Lacked focus on passenger dispute and resolution	8 Has a comprehensive S&S plan	10 Detailed explanation of complaint resolution process.
		McDonald	7 No response given to how passenger disputes would be addressed.	8 Charlotte area transit system Capital Metro Transportation Authority Fort Worth	9 Excellent array of levels provided as well as variety [unclear] storms, demonstrations, terrorisms, & bombthreats.	9 Has a comprehensive S&S plan	8 Thorough in the response Could use more detail related to thresholds for safe working environment that are easily communicated to & understood by employees.	
Request 24	17	<u>RFP Description</u> Describe your approach and your comparable experience in capital needs assessment and facility management. Provide information about how maintenance and replacement projects are identified and prioritized.	MTS	10 RFP requirement met	8 FTA experience Assessments/inspections	6	8 Has a reasonable plan	10 Proposer met request thoroughly.
		Veolia	8 Prioritization process not outlined in a detailed enough manner to gauge the Respondents approach. Citing of comparable was general and was more related to funding than capital prioritization.	6 Assessment /Programming/ Funding Reasonable but only references the Nassau County Program (2012). Not enough resident experience.	7	7 Has a solid approach.	5 Didn't discuss transit buildings and the relationship between Veolia as the facilities manager vs. County as the owner.	
		MV	9 No comparable experience in capital infrastructure needs assessment was provided. Prioritization process was not really identified.	6	5 More experience details regarding each area requested.	5 Lack of information about prioritization	5 Plan lacks detail.	3 Don't discuss their experience. Very little detail provided.
		First Transit	9 No comparable experience in capital infrastructure (facilities and equipment) needs assessment and facility management. In addition, the proposer should provide information about how maintenance and replacement projects are identified and prioritized.	6	5 Lacked clear detail and information.	6	7 Has a reasonable approach.	8 Could have provided more detail to project identification.

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm
		McDonald	10 RFP requirement met	7 Standard practices addressed terrorism & bombthreats	6	8	8 Has a solid approach.	10 Discuss buses and facilities.
Request 25	17	MTS	10 RFP Description	9	7	8	7	10
			Describe your approach and comparable experience to procurement activities in working with internal and external departments and to ensure that compliance is maintained with Federal, State, and local requirements. Include how projects are managed to ensure that contractors maintain project schedules and adhere to project budgets.	10 RFP requirement met	9 Procurement practices mirror county organizes & FTA regulations.	7 good detail and understanding of process	8	7 Understands requirements and has a system in place.
		Veolia	10 RFP requirement met	5 10% of Nassau/FTA Cannot access based on provided info, meaningful procurement FTA experience. "lead in Tucson system" Nassau less than 10%" Has not handle one of the top 50 recipients before. How much of our budget is competitively sourced?	7	7	8	10 Clear reporting lines. Request met very thoroughly.
			2 Does not address the subject matter of procurement management and activities.	5	4 Too brief - not enough detail.	4 Did not include the approach to managing & ensuring schedules and budgets	5 Plan lacks detail.	2 Did not address most of this request, esp. managing projects and ensuring contractors maintain schedules and budgets.
		First Transit	9 Evaluator Guidance - Proposer should provide its approach and comparable experience in performing procurement activities that are related to management of a transit system. This includes that the proposer, in its management of transit systems, works with the client and its aware of and maintains compliance with all Federal, State, and local requirements. In addition, this response should include the proposer's approach to managing projects and ensuring that contractors maintain project schedules and adhere to project budgets.	4	6	8	6	10
			No information was given as to procurement project management.	4 Attachment provided Unable to assess current procurement policy a mere statement is provided FTA requirements mentioned and not explained.	8 Very familiar with contract obligations, project schedules and project budgets.	6 A reasonable approach.	10 Very familiar w/ cost savings types of procurements.	
		McDonald	10 RFP requirement met	9 Successfully compete for discretionary goods? Will this work with Milwaukee County. FTA experience Current procurement polices mirror FTA requirements 49 CFR Part 622	5	7	8	8

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 26	13	<p><u>RFP Description</u> Describe your approach and comparable experience in budgeting, accounting and providing financial reports and operational reports to a client. Provide examples of these types of reports and also include corrective action methodologies that may be used to keep the system on track with the budget.</p>	MTS	10 RFP requirement met	8 Direct experience with Milwaukee County Process CPA on staff - GAAP/GASP	8 Solid & detailed explanation. Samples	8 Current system works.	10 Proposer met request thoroughly.	
			Veolia	10 RFP requirement met	7 For profit budget cycle system.	8 Clear line of types of reporting, systems and examples	8 A solid approach	10 Proposer met request thoroughly.	
		<p>Evaluator Guidance - Proposer should provide its approach and comparable experience in financial management (budgeting, accounting) and financial reporting as well as operational management and operational reporting to a client. This response should include examples of the types of reports that the proposer would provide to a client and should also discuss corrective action strategies/methodologies that may be used to</p>	MV	5 Response does not address any corrective action policy/procedure nor does it address strategies to ensure that budgets are kept "on-track."	5	5 Too brief - not enough detail.	4 No discussion of correction action	5 Plan lacks detail.	6 Needs more detailed outline/steps in its budgeting & financial management approaches.
			First Transit	9 No corrective action strategies given as an example.	6	6	7 A reasonable approach.	7 Did not address corrective actions.	
		McDonald	9 No report examples were provided.	7	7 Standard	8 A solid approach	8 Proposer met request thoroughly.		
Request 27	25	<p><u>RFP Description</u> Describe how your organization will handle notification and resolution of critical and/or sensitive information, disputes that require interagency involvement, and/or reporting omissions that require corrective action.</p>	MTS	10 RFP requirement met	7 Issues with effective communication.	6	7	8 Proposer met request thoroughly.	
			Veolia	9 No process/procedure identified for reporting of omissions.	8 Reasonable.	7	8	8 Didn't seem to address corrective action methodologies.	
		<p>Evaluator Guidance - Proposer should describe how its organization will handle notification and resolution of critical and/or sensitive information, disputes that require interagency involvement and/or reporting omissions that require corrective action.</p>	MV	8 Response was vague and didn't really address how sensitive information will be handled between the County and the Respondent.	5	4 Too brief - not enough detail.	4 Response related to employee procedures regarding employee records, data and other information	5 No detail.	5 Minimal Response.
			First Transit	8 No process/procedure identified for reporting of omissions or inter-agency disputes.	5 Fair & requires more detail	4 Lacked details of actual handling. Too general.	8	7	7 Should have provided more details/examples.
		McDonald	8 There was no response as to how inter-agency disputes would be addressed.	8 Experience w/ HIPPA/ADA/EEOC	7	8	8 Not sure what was meant by "including separation from MCTS"? An extreme corrective action?		

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Situational Analysis									
Request 28	44.66	<p><u>RFP Description</u> Proposer should provide two examples of their organization's experience with successful development and implementation of major, effective cost savings initiatives. Provide details of each experience that includes the timeframe for implementation, dollar value, and overall impact on performance and/or operations of comparable transit systems that your organization has managed and how that may apply to Milwaukee County.</p>	MTS	8	8	8	8	8	8
			<p>The Paratransit Agency Fares and New Freedom programs were initiated by non-MTS staff.</p>	<p>KPIS/Budget</p>	<p>Thorough detail and multiple examples.</p>	<p>Requirement met.</p>	<p>Some of these initiatives were County Administration driven. They were not all developed by MTS, Inc.</p>		
		Veolia	8	8	8	8	8	8	8
		<p>RFP requirement met</p>	<p>Focus continues of Nassau County System. Too recent Demographics of situation a bit different from issues faced by Milwaukee County.</p>	<p>Good examples with details and clear information. Easy to understand.</p>	<p>Requirement met.</p>	<p>Proposer met request thoroughly.</p>			
		MV	8	8	8	5	8	5	
		<p>RFP requirement met</p>	<p>Did not describe how the initiatives may apply to Milwaukee County</p>	<p>Requirement met.</p>	<p>Gave only one specific example.</p>				
	<p>Evaluator Guidance - Proposer should provide two examples of its organization's experience with successful development and implementation of major, effective cost savings initiatives. In supplying these examples, proposers should include the timeframe for implementation, dollar value, and overall impact on performance and/or operations of comparable transit systems that the proposer has managed and how these initiatives may apply to Milwaukee County.</p>	First Transit	8	8	5	6	8	8	
		<p>While efficiency examples were given, very few included project timeframes, dollar values (i.e. costs, savings, etc.), and/or performance measures that could be used to gauge the effectiveness and/or applicability to Milwaukee County.</p>	<p>Relevant example - North County Other examples are in limited paratransit operations</p>	<p>Lacked timing and how it would apply to Milwaukee County</p>	<p>Tying health insurance premiums to wages (Duluth) \$190,000 savings Did not relate to Milwaukee County</p>	<p>Requirement met.</p>	<p>Numerous examples.</p>		
		McDonald	8	8	8	4	8	8	
		<p>RFP requirement met</p>	<p>CATS 340,K Fort Wayne insurance benefits Volusia 40k</p>	<p>Did not demonstrate how these initiatives may apply to Milwaukee County</p>	<p>Requirement met.</p>	<p>Proposer met request thoroughly.</p>			
		<p><u>RFP Description</u> Proposer should provide an example of strategies their organization has used and will use to control for volatility in fuel costs. In addition, detail the positive performance and/or operational impacts.</p>	MTS	8	8	8	8	8	
		<p>RFP requirement met</p>	<p>Hedging Local fuel storage facility</p>	<p>Strong strategy</p>	<p>Requirement met</p>				
		Veolia	8	8	8	8	8	8	
		<p>The operational impact was not clearly identified in the response, nor was an explanation for the positive performance and/or operational impact.</p>	<p>Suggests "coop" purchasing.</p>		<p>Requirement met</p>	<p>Proposer met request thoroughly.</p>			

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm		
Request 29	31	MV	8	8	8	4	6	5		
			The operational impact was not clearly identified in the response, nor was an explanation for the positive performance and/or operational impact.			Did not detail positive performance and/or operational impacts.	No specific example given.	No details on operational impacts resulting from hedging.		
		First Transit	8	5	8	8	4	8		
		Evaluator Guidance - Proposer should provide an example of its strategies its organization has used and will use to control for volatility in fuel costs. The response should detail the positive performance and/or operational impacts that resulted from implementing this strategy.	The operational impact was not clearly identified in the response, nor was an explanation for the positive performance and/or operational impact.	Limited to maintenance		Corporate Purchasing Agreements 15% savings	It's not clear if the CPA's apply to fuel.	Proposer met request thoroughly.		
		McDonald	8	8	8	8	8	8		
			RFP requirement met	Long term citilink fuel contract/hedging future	Good variety, many considerations.		Met requirement.	Proposer met request thoroughly.		
Request 30	31		<u>RFP Description</u>	8	8	8	8	8		
			Proposer should provide an example of strategies their organization has used and will use to manage fuel consumption. In addition, detail the positive performance and/or operational impacts.	MTS	RFP requirement met	Fuel Purchases/Conservation		Has a plan for fuel consumption	Did not mention working w/drivers on idling and other inefficient operations.	
				Veolia	8	8	8	8	8	
					RFP requirement met		A variety of areas tracked and reviews, outside the box thinking.		Has a plan for fuel consumption	Proposer met request thoroughly.
				MV	8	8	8	8	8	
					Only one example of an efficiency measure was given.				Has a plan for fuel consumption	Could use more detail in the response.
		First Transit	8	8	8	8	8			
			Evaluator Guidance - Proposer should provide an example of strategies its organization has used and will use to manage fuel consumption. This response should include the positive performance and/or operational impacts.	RFP requirement met.	On site fuel mgt. Bulk programs Winter fuel program		Has a plan for fuel consumption	Didn't discuss operational methods (idling & shifting) that can result in savings.		
		McDonald	8	8	8	8	8			
			RFP requirement met	Maintenance Alternative fuel-soybio 20-30% +			Has a plan for fuel consumption	4 strategies idling reduction alternative fuels maintenance of fleet operation of fleet		
			<u>RFP Description</u>	8	8	8	8	8		
			Proposer should provide an example of experience developing and implementing the use of alternative fuels in the provision of transit services. In addition, detail the positive performance and/or operational impacts.	MTS	In comparison to other Respondents "experience and successful implementation, MTS has limited experience utilizing alternative fuels.	Understand alternatives, regulations & risks of using CNG/LNG	Lacked more detail in each section	Requirement met	Proposer met request thoroughly.	

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm		
Request 31	31	Veolia	8	8	8	8	8	8		
			Although a variety of alternatives were identified, no operational impacts were clearly defined or explained.		Large knowledge of a variety of options.		Requirement met	Variety of experience w/different alternative fuels.		
		MV	8	8	8	8	8	8		
			Although a variety of alternatives were identified, no operational impacts were clearly defined or explained.				Requirement met	Proposer met request thoroughly.		
		Evaluator Guidance - Proposer should provide an example of its experience developing and implementing the use of alternative fuels in the provision of transit services. For example, buses that run on compressed natural gas, hybrid buses, etc. The response should detail the positive performance and/or operational impacts that resulted from implementing the use of alternative fuels.	8	8	8	4	8	8		
		First Transit	RFP requirement met.	Propane Electric Hybrid		They discuss Calif. maintenance staff but how will that benefit Milwaukee, Wisconsin use of alt. fuels?	Requirement met	Proposal request met thoroughly.		
		McDonald	RFP requirement met	10 different examples Bio/electric/hybrid/propane 1st in implementing CNG	Good variety & quantity of experience.		Requirement met	Proposer met request thoroughly.		
Request 32	44.67		<u>RFP Description</u>	10	7	9	8	8	10	
			Proposer should provide strategies their organization has used and will use to successfully increase ridership. Include if and how various forms of media and technology were involved. In addition, detail the positive performance and/or operational impacts.	MTS	RFP requirement met	New strategy: Metro [unknown] Have understand different market segments Revenue enhancing grants.	focused on multiple areas including research	Identified specific strategies	Proposer met request thoroughly.	
			General advertising and marketing plan included. The response did not detail if and how various strategies would be utilized in Milwaukee County.	Veolia	8	6	8	8	8	10
			General advertising and marketing plan included. The response did not detail if and how various strategies would be utilized in Milwaukee County.	MV	8	7	6	7	7	10
							A reasonable approach	Proposer met request thoroughly.		

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CDBP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
		Evaluator Guidance - Proposer should provide strategies its organization has used and will use to successfully increase ridership. This response should include if and how various forms of media or technology were used.	8	6	7	6	5	5	
		First Transit	General advertising and marketing plan included. The response did not include if and how various forms of media or technology were to be used.	Plan calls for reinforcing brand. Standard tactics; no creative solutions			Only strategy is "marketing."	A lot of detail on marketing but didn't discuss other methods.	
		McDonald	The response did not detail if and how various strategies would be utilized in Milwaukee County	Fair Examples	Limited ideas.		Gave 2 examples but nothing specific to Milw. Co.	Not enough detail on ridership alternatives that could help MCTS	
			8	6	5	6	6	6	
Request 33	44.67	<u>RFP Description</u>	10	7	7	9	8	10	
		Proposer should provide examples of strategies their organization has used and will use related to system revenue enhancement.	MTS	RFP requirement met	Revenue enhancement grants. Passenger amenities Segmentation: Upass, Commuter		CMAQ opportunities Streetcar corrections Bikeshare collaboration	Reasonable strategies identified.	Proposer met request thoroughly.
			8	6	6	7	8	10	
		Response was general and did not include information that provides the reviewer with an understanding of the positions performance or operational impacts related to revenue enhancement strategies utilized in other transit agencies (that may be applicable to Milwaukee County).	Veolia	Nothing creative or distinct.			Reasonable strategies identified.	Examples of several strategies.	
			8	6	5	5	4	7	
		Response was general and did not include information that provides the reviewer with an understanding of the positions performance or operational impacts related to revenue enhancement strategies utilized in other transit agencies (that may be applicable to Milwaukee County).	MV		Need more details.		Clearly the weakest of all the proposals.		

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Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
		Evaluator Guidance - Proposer should provide strategies its organization has used and will use related to increasing revenues used to fund the transit system. As part of this response, the proposer should detail the positive performance and/or operational impacts.	10	7	8	8	6	10	
		First Transit	RFP requirement met.	Standard revenue generating strategies.	Large variety of experience, nice example		Reasonable strategies identified but MCTS is not procuring Gillig buses.	Proposal request met thoroughly.	
		McDonald	Revenue enhancement appears limited.	Realtime info system Volusia Transfers were eliminated advertising Nothing innovative	Limited ideas.		Reasonable strategies identified.	Proposal request met thoroughly.	
Request 34	31	RFP Description	10	7	7	8	7	10	
		Proposer should provide strategies for enhancing and maintaining employee morale. As a part of this response, please discuss what measurements were used and will be used, and what factors were found to be significant drivers of employee satisfaction. In addition, detail the positive performance and/or operational impacts.	MTS	RFP requirement met	Standard practices.			Reasonable approach	Proposer met request thoroughly.
			8	8	7	5	7	10	
		Veolia	Response was very general in terms of incentives and programs. There doesn't appear to be measures on how effective the programs are and there don't appear to be an operational impact measures identified either.	Good general management principles.		This response did not describe the measurements that were used to determine employee satisfaction.		Proposer met request thoroughly.	
			8	7	5	5	7	7	
		MV	Response was very general in terms of incentives and programs. There doesn't appear to be measures on how effective the programs are and there don't appear to be an operational impact measures identified either.		Need more details.			Should have more detail on performance or operational impacts.	
		Evaluator Guidance - Proposer should provide strategies for enhancing and maintaining employee morale. As part of this response, the proposer should discuss its experience with what measurements were used in determining employee satisfaction as well as what factors were found to be significant drivers of employee satisfaction. In addition, the proposer should detail the positive and/or operational impacts.	9	7	7	7	7	10	
		First Transit	Although there are a number of incentives and programs, there doesn't appear to be measures on how effective the programs are and there don't appear to be an operational impact measures identified either.	Meetings Safety incentives Bonuses				Proposal request met thoroughly.	

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		McDonald	8 Although there are a number of incentives and programs, there doesn't appear to be an operational impact measures identified.	7 Culture & performance based incentives would these performance based systems work in our current structure?	8 Corporate special programs, large variety of great ideas. Focus on employees is excellent.	8	7	10 Proposer request met thoroughly.			
Request 35	31	<u>RFP Description</u>		10	8	7	8	7	10		
		Proposer should provide strategies for maintaining positive customer relations and what measurements were used to determine success. As a part of this response, please discuss any experience with developing and administering customer satisfaction surveys that will be used in any resulting agreement.	MTS	RFP requirement met	Survey provided - 88% satisfaction					Proposer met request thoroughly.	
			Veolia	RFP requirement met	good [unknown]		4	7	10	Proposer met request thoroughly.	
			MV	RFP requirement met		6	5	6	7	7	Lacks in content.
		Evaluator Guidance - Proposer should provide strategies for maintaining positive customer relations and the measurements that were used to determine success. As part of this response, the proposer should discuss its experience with developing and administering customer satisfaction surveys that are expected to be used in any agreement with Milwaukee County.	First Transit	RFP requirement met.	Annual customer review? Training of employees		6	8	7	10	Proposal request met thoroughly.
			McDonald	RFP requirement met	Stakeholders interviews paratransit TPW review committee on board surveys		7	7	7	8	Should probably have more than 1 public meeting to seek public input on complaints, compliments, etc.
		<u>RFP Description</u>		8	6	7	7	7	3		
		Proposer should detail their experience with contactless smart card fare systems.	MTS	Respondent is still in the process of implementing SmartCard technology.	1st time using it. Understand advantages		6	6	9	10	No direct experience.
			Veolia	RFP requirement met	Experienced. 12 month adoption suggestion.		6	6	7	5	Has the most practical experience with Smart Cards Extensive experience and consideration of transitioning MCTS and riders to smart cards.
		MV	RFP requirement met		6	9	6	7	5	Good past & current experience as well as additional ideas & experience. Green Bay [unknown] Smart Card compatible Proposed general management has experience with Smart Cards. Limited Experience as provided in this response.	

Revised Scores Accounting for "Requirements Met"
 (Requirements Met Scored at an "8" Based Upon MCDOT Evaluator)

Request	Weight	Entity	Evaluator 4 - MCAdm	Evaluator 6 - CBDP	Evaluator 1 - MCFamily	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	
Request 36	31	Evaluator Guidance - Milwaukee County Transit System is currently in the process of developing and implementing (this project is already in process) a smart card fare system for future deployment on passenger buses. In essence, these smart cards would effectively replace the current fare collection system which utilizes cash (bills and coins). In this response, a proposer should detail their firm's experience with smart card fare systems.	First Transit	10 RFP requirement met.	8 One of the systems they manage uses smartcard.	8	6 Working to offer compatible smart cards where First Transit holds management contracts in Massachusetts. Difficult to understand if they have direct experience or are just in the general areas where other firms are utilizing smart cards.	7 Has experience with Smart Cards	10 Proposal request met thoroughly.
		McDonald	9 There appears to be limited experience with one client in regards to SmartCards. However, the staff assigned appears to have had significant experience with the development of the SmartCard implementation for the client agency.	8 Experienced Use social media Value targeted/demographics programs Bikeshare program	9 Very familiar with smart card as well as other systems. Good detail.	6 One example Charliecard	8 Has practical experience with the Scheidt & Bachmann farebox/ Smart Card.	6 2 examples Would have expected more with all of their transit experience.	

Totals	Revised Scoring	Evaluator 4 - MCAdm Fiscal	Evaluator 6 - CBDP	Evaluator 1 - MCFamily Care	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	Avg
		MTS	724.92	624.72	587.85	633.62	618.15	691.82
	Veolia	705.45	593.58	585.72	592.49	632.35	723.12	638.79
	MV	653.35	570.15	508.32	506.70	549.02	504.44	548.66
	First Transit	699.99	537.55	531.01	545.60	544.42	692.79	591.89
	McDonald	694.62	614.28	572.15	564.31	627.32	671.35	624.01
	Scoring w/o Requirements	Evaluator 4 - MCAdm Fiscal	Evaluator 6 - CBDP	Evaluator 1 - MCFamily Care	Evaluator 3 - WisDOT	Evaluator 2 - MCDOT	Evaluator 5 - MCAdm	Avg
	MTS	503.64	403.44	372.57	416.54	396.87	476.54	428.27
	Veolia	484.17	374.30	367.24	373.21	411.07	501.84	418.64
	MV	434.07	348.87	295.44	312.60	333.94	337.74	343.78
	First Transit	444.97	310.97	302.84	324.84	317.20	451.97	358.80
	McDonald	437.60	368.20	328.54	340.87	379.24	428.37	380.47



January 2, 2013

Via Hand-Delivery

Hon. Michael Mayo, Sr., Chair
Administrative Determination Review Committee – RFP 2013-5600
Milwaukee County Board of Supervisors
901 N. 9th Street
Milwaukee, WI 53233

Re: *RFP #2013-5600 – Opening Brief of Veolia Transportation Services, Inc.*

Chairman Mayo,

The undersigned is legal counsel to Veolia Transportation Services, Inc. (“Veolia”) in reference to administrative appeal of Milwaukee County RFP #2013-5600 (“RFP”). Pursuant to your letter dated December 11, 2013, Veolia now submits this “Opening Brief”.

I. RFP Background

On April 29, 2013, Milwaukee County (“County”) sought proposals for the management and operation of its county-wide fixed route and para-transit transportation services. The County emphasized in the RFP that it was seeking a contractor that would provide “implementable recommendations toward provision of sustainable and efficient mass transit and para-transit” for the County. See RFP § 1.1. Each proposer was required to submit a technical proposal (800 total points) and a separate price proposal (200 total points). The technical proposal was required to demonstrate the proposer’s understanding of the County transit system, its approach to managing the County transit system and highlight the qualifications of the proposing company and the personnel it proposed as local managers. As a “price proposal”, the County required each proposer to complete a mandatory County provided template (“Cost Proposal Template”). The Cost Proposal Template assumes total costs in each year of \$164 million. The entire \$164 million was required to be allocated within the three categories of Management Expense, Administrative Expense and Operations Expense.



II. Technical Proposal

MV received the lowest score from 4 of the six technical evaluators and second to last by the other two evaluators. In the RFP #2013-5600 (RFP) the technical component was assigned 800 points out of the 1000 possible points available to each vendor during the evaluation. It is inconceivable to Veolia how the County established an evaluation system which made clear that the management and operational effectiveness of the transit system was *significantly* more important than cost, yet ultimately the contract was awarded to the least technically sound proposer, as evaluated by the County. See Exhibit 1 attached hereto. MV received an alarmingly-low total technical score of 540.5 points out of a possible 800 points, more than *fifty* points lower than the fourth place vendor and 110 points lower than **the best technical proposal from Veolia**. In fact, one evaluator assigned Veolia an almost perfect technical score (779 out of 800).

MV's technical evaluation is given context as the comments from RFP evaluators highlight the seemingly consistent theme of MV's proposed operation – an operation that was evaluated as lacking significant detail repeatedly and consistently. To wit, the technical evaluators wrote the following¹:

Evaluator #1 Scored MV Last

“Too general and brief, more organization details needed.” Pg. 1037

“Not thorough enough.” Pg. 1039

“Too brief – Needs more details.” Pg. 1040

“More details and more levels of consideration needed.” Pg. 1041

“Lacks detail. Too general.” Pg. 1045

“How groups are overseen not clear and section lacks detail.” Pg. 1046

“Need more clear detail.” Pg. 1047

“More experience details regarding each area requested.” Pg. 1048

¹ All references to page numbers are to the Bates-numbered documents provided pursuant to public records requests.



"Too brief – not enough detail." Pg. 1049

"Too brief – not enough detail." Pg. 1050

"Need more details." Pg. 1054

"Lacks in content." Pg. 1055

Evaluator #2 Scored MV Next to Last

"No detail provided with reporting structure." Pg. 1121

"Has experience but does not offer a plan for MCTS going forward." Pg. 1127

"Plan lacks detail and innovation." Pg. 1131

"Plan lacks detail." Pg. 1132

"Plan lacks detail." Pg. 1133

"Plan lacks detail." Pg. 1134

"No detail." Pg. 1134

"No specific example given." Pg. 1136

"Clearly the weakest of all the proposals." Pg. 1138

"Did not detail a possible engagement approach." Pg. 1212

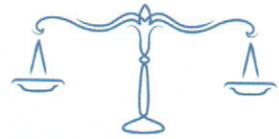
"Lack of a possible engagement approach." Pg. 1213

"Lack of info on how groups are overseen by management team." Pg. 1214

"Lack of information about prioritization." Pg. 1216

"Did not include the approach to managing and ensuring schedules and budgets." Pg.
1217

"No discussion of corrective action." Pg. 1218



“Did not describe how the initiatives may apply to Milwaukee County.” Pg. 1219

Evaluator #4 Scored MV Last

“Transit / migration plan not as detailed and thorough as other Respondents’ plans.”
Pg. 1336

“Only references Para-Transit. No Fixed-Route examples given.” Pg. 1336

“Overly generalized response...” Pg. 1336

“Security plan not addressed.” Pg. 1337

“Response was vague...” Pg. 1337

“Response was general...” Pg. 1337

“Response was very general...” Pg. 1337

Evaluator #5 Scored MV Last

“Didn’t directly address most of the requirements.” Pg. 1428

“Should have included more detail...” Pg. 1429

“Not much detail specifics.” Pg. 1430

“No response.” Pg. 1431

“No experience discussed. Confusing startup schedule.” Pg. 1432

“Not detailed at all.” Pg. 1435

“Was not addressed at all.” Pg. 1436

“They do not adequately address planning.” Pg. 1438

“Minimal detail...” Pg. 1438



"Don't discuss their experience. Very little detail provided." Pg. 1439

"Did not address most of this request, especially managing projects and ensuring contractors maintain schedules and budgets." Pg. 1440

"Needs more detailed outline..." Pg. 1441

"Minimal response." Pg. 1441

"No details on operational impacts..." Pg. 1443

"Could use more detail in the response." Pg. 1443

"Should have more detail on performance or operational impacts." Pg. 1445

"Limited experience as provided in this response." Pg. 1447

Evaluator #6 Scored MV Next to Last

"More details needed on transition plan." Pg. 1580

"Generic approach / standard." Pg. 1584

"Not described in detail." Pg. 1588

"Limited response... Too succinct in comparison to other respondents to effectively assess." Pg. 1589

"Seems not to have experience in the complexity of handling inter-agency issues in environments similar to Milwaukee County." Pg. 1589

These are the comments of the evaluators whose results were supposed to account for 80% of the total, yet somehow MV managed to come in first. How could this be? The reader is invited to continue on for the answer to how a 20% section can overcome a disastrous 540.5 score out 800 (67%). In contrast, Veolia's first-place score of 650.5 was an impressive 81%. However, the committee should find on the technical comments and scoring that **the RFP should not proceed in a manner that results in the lowest scoring vendor winning.**



III. The Pricing Proposal Scoring was Flawed.

For pricing proposals, the County required each proposer to complete a mandatory County provided template. The cost template assumes total cost in each year of \$164 million which each vendor was required to allocate in the entirety among the three categories of Management Expense, Administrative Expense and Operations Expense. Proposers were required to enter the percentage allocation amounts in each of the three expense categories. The County provided the following guidance as to what costs to include in each of the three categories:

Table I—RFP Direction Regarding Categorization of Costs in the Cost Proposal Template (Pages 18-19 of the RFP)

Management Expense

- Inclusive of all salary, benefits and associated employment costs for executive management personnel.
- Executive personnel positions shall be identified including their responsibilities.

Administrative Expense

- Inclusive of all wages, benefits and associated employment costs for support functions.
- Administrative equipment
- Supplies and materials
- Services
- Travel
- Costs Related to Contracted Services (excluding paratransit operations, but inclusive of administrative support and supervision of these operations)
- All supervisory staff not included in the Management Expense category

Functional areas associated with Administrative expense shall be identified. (i.e. human resources, finance, information technology etc.)

Operations Expense

- Inclusive of all costs for represented employees, including benefits and associated employment costs.
- Parts/inventory
- Fuel
- Commodities and consumables necessary to maintain revenue service.
- Para-transit Operations

Functional areas associated with Operating expense shall be identified. (i.e. maintenance, operations, etc.) (emphasis added).



Twenty percent of the total possible proposal score was based on the Price Proposal. However, while the RFP required allocation of the entire \$164 million budget into three distinct categories as discussed above, **the price evaluation and scoring was only based upon the budget numbers assigned to the first two categories:** Management and Administrative expenses. Per the selection criteria, the proposer with the lowest dollar amount assigned to Management and Administrative categories was ranked highest and given the maximum score for the price factor. The fatal flaw to this process, and one exposed by MV through its absurdly low budget allocation, was that proposers were incentivized to artificially inflate the unscored Operations budget in order to receive a higher score. Unlike the technical section scoring, the vendor with the lowest price in the two scored categories received the entire 200 points. A comparable evaluation of the technical proposals would have resulted in Veolia receiving the total available 800 points.

As demonstrated in the current RFP, MV's improper and artificially low budget allocation skewed the results of the RFP and award of the current contract. As the lowest-priced vendor, MV's budget allocation was the comparative sample against which all others were evaluated. See Exhibit 2 attached hereto.

While the County RFP provided guidance regarding what types of costs should be placed into each of the budget categories, when proposals were received and reviewed, the County failed to enforce its directions. **The RFP did not provide for any meaningful analysis of vendors' cost proposals, only rudimentary mathematical evaluations.** This lack of analysis is the cause of the current issues with the RFP. Due to the level of detail required for each budgeting category, rather than using a simple algebraic formula to award points, **the pricing evaluation should have contained an analysis of what each vendor was including in each respective budget category.** Only that type of analysis would have resulted in an *appropriately* completed budget allocation being scored and all others being disqualified as non-responsive. MV ignored the RFP's directions and placed management and supervisory employee wages and benefits in the operations category making its proposed management and administrative costs approximately \$8M to \$20M lower than the other proposers, who generally adhered to the county's guidance. By doing this, MV corralled the highest "price" ranking and the maximum possible points for this criterion. The RFP provided **no basis for the pricing evaluator to award all 200 points to what the panel termed "the lowest cost vendor."** See Exhibit 3 attached hereto. The RFP at p. 20 only states that "price proposals will be evaluated."

MV's price score catapulted it into the number one overall ranking despite the fact that MV received the *lowest* score for its technical proposal. Whichever vendor finished first in the pricing would receive the award because **the technical scoring was set up in a**



way that limited the ultimate scoring differences between vendors. In this case, all vendors scored within 200 points of each other eliminating most of the potential for the technical evaluation to have any relevance to the contract award. This would be acceptable in a bid situation wherein the County was procuring office supplies, vehicles, or other commodities, but it should never be acceptable for the award of a \$164M professional services contract that requires an extraordinary amount of service and management ability on the part of the awarded vendor.

After the scoring was completed on July 22nd, Mr. James Martin issued a memo To Mr. Dranzik informing him of the Evaluation Panel Recommendation. See Exhibit 4 attached hereto. (At this point the scores reported were not correct.) Even though the Evaluation Panel was seemingly done with its work, MV was contacted the next day, July 23, 2013 with 22 follow-up questions. See Exhibit 5 attached hereto. A number of these questions were focused on correcting technical deficiencies in MV's proposal – in effect addressing matters not addressed or inadequately addressed by MV in its technical proposal. However, "Question" number 18, unlike the others, was phrased as a statement, not as a question, and was addressed to MV's cost proposal, as follows:

"18 Amount provided for in Management fees and Administrative fees will be the amount of the fixed fee portion of the contract. Operations expenses associated with provided transit service will be the variable or operations expense portion. Any amounts for Management and Administration not provided for by the proposed amount in the RFP will be the responsibility of MV Transportation. "
See Exhibit 5 attached hereto.

This statement informed MV that its payment for management and administrative expenses would be capped at the amount it had proposed in its RFP response. The County probably thought and was relying on MV's proposal as originally stated to add millions and millions more dollars to its operations budget including \$20M more than the current vendor provided. But alas, in reply to "Question" 18, MV wrote the following which quelled any notion of increased operational value over the other proposers:

The County did not provide a breakdown of the costs within these three components, and therefore the company allocated the costs into the three categories based on experience with similar services. If selected, the company respectfully requests to sit down with the County to decide on a final allocation between the three cost components, based on the County's interpretation of the individual cost elements. Then the final amounts written into the contract would be binding to MV for the contract term. (Emphasis added). See Page 1662.



The above response by MV on July 26, 2013 *clearly* repudiates the pricing it had submitted in its proposal and proposes instead that the amount to be paid to MV for management and administrative functions be negotiated *after* the award had been made to MV, thus undermining any and all price representations made by MV and rendering them meritless. The very day that MV responded that it intended to renegotiate its proposed pricing Milwaukee County issued the intent to award the contract to MV. See Exhibit 6 attached hereto. While Veolia had the highest technical proposal score and MV the lowest, MV was selected as the overall highest scoring proposer due *solely* to its price score, which MV, by its response to question 18, repudiated and now wishes to renegotiate. Despite MV's contentions to the contrary, the County provided guidance regarding the allocation of costs to the three categories and MV's proposal simply ignored that guidance.

It is clear that all costs of management and supervisory employees were to be included in either "Management" or "Administrative" categories. Only the costs of represented employees' (union members) wages and benefits were to be included in the "Operations" category. Because of the flaw in the price scoring, the county could not correct this obvious problem. In its RFP evaluation explanation section, the County boxed itself in with what it provided in § 3.6:

Cost proposal scoring will be evaluated for Management Expense and Administrative Expense as a proportion of the total \$164 million annual operating cost.

As a result, the County recommended contract award to the proposer with the lowest technical score because of that proposer's pricing which the vendor now wishes to redo. **This cost scoring could be done according to the requirements of the RFP without anyone even reading a word of any vendor's pricing proposal.** A careful reader might exclaim that not just anyone could win one of these contracts, that you must need some acceptable level of skill, expertise and experience. For those individuals we refer the reader back to Section III of this brief.

- IV. **By not following the County's Cost Proposal Template directions, MV was able to achieve the highest score for "price" thereby transforming its lowest ranked technical proposal into the proposal recommended for award.**

There is no question the County could have and should have provided better direction regarding the types of costs to be included in each of the three cost proposal template



categories. However, there also is no question that MV's Cost Proposal Template submission completely ignored the RFP directions provided by the County.

The RFP Cost Proposal Template provided limited space in which the proposer could provide detail regarding what costs were included in each template category. (Veolia provided five additional pages of cost detail; the other proposers provided none.) Below is a table which summarizes the Cost Proposal Templates of MV, First Transit, MTS and Veolia. Statements listed within quotation marks are copied directly from the Cost Proposal Template of the specified proposer.

Table II—Summary of Cost Proposal Template submissions

Cost Area	MV	First Transit	MTS	Veolia
Management	Year one cost: \$2,479,452 "Limited to internal service charges. Other "Direct Service" Management costs are captured as Operations Expense."	Year one cost: \$558,723 "Wages and benefits for a General Manager and an Assistant General Manager, car allocation and relocation expense"	Year one cost: \$334,584 Managing Director's 2013 salary and fringe benefit expense.	Year one cost: \$1,267,596 Executive management team (CEO, COO & CFO) salary and benefits, profit, overhead and relocation expense, and corporate staff support with 5 pages of detail attached.
Administrative	Year one cost: \$6,073,476 "Composed of Professional services, commodities, depreciation, major maintenance, new/replacement capital, capital outlay contracts and other	Year one cost: \$19,270,000 Includes all wages/benefits, other than those for GM, AGM, maintenance, drivers; professional services, internal service	Year one cost: \$18,395,216 Administrative functions in the 2013 Adopted Budget as defined by the FTA's Uniform System of Accounts used as the base for 2014.	Year one cost: \$28,277,870 All non-represented staff wages and benefits, professional services, internal service charges, depreciation, other charges, planning, other



	charges”.	charges, planning.		services , building & grounds, other materials and supplies, utilities, taxes, other misc. (never defined) and leases and rentals.
Operations	Year one cost: \$155,477,0 72 “Direct Service wages and benefits, purchase of services, contracted maintenance, bus fuel (fixed), bus repair parts/supplies/lub es (fixed), building/grounds/ other materials and supplies.”	Year one cost: \$144,171, 277 Operators wages/benefits, maintenance employee wages/benefits, parts and maint. supplies; contracted maintenance; paratransit purchased services; utilities; fuel.	Year one cost: \$145,271, 200 Operations and Maintenance functions in the 2013 Adopted Budget as defined by the FTA’s Uniform System of Accounts used as the base for 2014.	Year one cost: \$134,454,5 34 Represented employee wages and benefits, including operators and maintenance, commodities, professional/tech nical services, fuel, lubricants, casualty/liability and contracted paratransit service.

The County directions (set forth in Table I contained earlier in this brief) required that all salaries and benefits of Executive Management be included in the “Management Expense” category. As illustrated by Table II, First Transit, MTS and Veolia all included (at least) the cost of the General Manager wages and benefits within the “Management” category. MV did not. As noted by MV in its description, MV included only “internal service charges” in this category and the cost of its General Manager was included in the “Operations” category.

As Table II points out, among other costs, the wages and benefits of all supervisory staff not included in the “Management” category were to be included in the “Administrative Expense” category. In this category, MV’s listed costs were \$12,000,000 to \$22,000,000 lower than the other proposers. First Transit, MTS and Veolia included all the wages and benefits of non-represented (non-union) employees in this category. MV included *no* wages and benefits in this category. This is confirmed by MV’s statement under the “Operations” category that “Direct Service wages and benefits” are included in “Operations”. The other proposers included only the wages and benefits of the



unionized work force under "Operations". The effect of MV's inappropriate allocation was to shift approximately \$10,000,000 out of the categories that were scored and into the non-scored "Operations" category—thereby assuring that MV's proposal would be scored highest as to price. Despite the fact that MV had the lowest ranked technical proposal, receiving the top price score was sufficient to give MV the highest point total and hence the contract award. However, it seems at some point that the County realized it would have trouble getting legislative or fiscal approval for MV. The County then wrote to the Federal Transit Administration to attempt to receive backup regarding its RFP process. Although, because of the failure of MV to follow the directions for the pricing proposal this committee should not award the contract to MV.

V. The County should have rejected MV's Cost Proposal Template as Non-Responsive

The most cursory comparison of MV's Cost Proposal Template to the County directions regarding how costs should be categorized (Table I) irrefutably proves that MV failed to follow the RFP directions. MV is on record stating that the County didn't provide a "breakdown of the costs within these three components, and therefore the company allocated the costs into the three categories based on experience..." This statement is inaccurate. Table I lists the guidance provided by the County and, while portions of the County's directions might be ambiguous, the directions are absolutely clear that *supervisory costs not included in "Management" must be included in "Administrative" and MV simply did not do this as directed*. If this was as minor technicality, the County might appropriately decide to waive it; however the deviation by MV was so significant that it should not have been overlooked.

The County is obligated to all who participated in the RFP process to require that the participants adhere to the RFP requirements. When faced with a price proposal that materially deviated from the RFP requirements, the County was duty-bound to reject MV's proposal as non-responsive. Instead, the County decided to hold MV to its proposal, as illustrated by question 18 referenced above. The County told MV that any management costs not included in the "Management" or "Administrative" categories would be at MV's expense. MV's response was to suggest the allocation be negotiated *after* the contract award, and at such time when the other vendors would have no recourse.

It is clear MV is not willing to absorb the management and administrative costs. Yet, the County continues to pursue award to MV, knowing that MV was only recommended for award due to its bogus pricing. This is absurd and completely



unacceptable under any standard of review and should result in the withdrawal of the intent to award to MV.

VI. The County should have clarified the Cost Proposal Template cost categories and requested best and final offers from all proposers.

When the County reviewed the Cost Proposal Templates, it could have solved the problem posed by MV's non-responsive template by requiring new best and final price proposals from all proposers after providing more detailed and specific directions regarding which costs should be put in which category. This would have allowed MV to "correct" its non-responsive submission and kept all proposers on an equal footing. While allowing correction of a non-responsive submission is not typically considered "good procurement", it would have been far more acceptable than what has instead occurred.

Simultaneous to such a best and final offer scenario, the County should have also made changes to its scoring methodology for the RFP pricing after realizing that the most technically-deficient vendor could otherwise be awarded a \$164 million contract.

VII. Lack of Oral Presentations and Follow-Up Questions

While Section 4.1 of the RFP makes clear that oral presentations *may* have been requested by the County, Veolia acknowledges the County was not required to hold such presentations. Nonetheless, members of the public would likely be taken aback upon finding out that one of the largest, if not *the* largest single contract held by the County did not bring potential contractors in for interviews and presentations prior to contract awards.

Admittedly, because it was clear that Veolia was the most technically sound of all responding vendors, the technical committee justifiably may have determined that presentations were not needed or desired as they required no clarification for their evaluations.

However, the County directed 22 "Follow Up" questions to MV apparently after determining that MV was the successful proposer. These questions appear to be largely focused on allaying concerns the County identified during the process of reviewing and scoring the proposals, including shortcomings in the proposed maintenance component, on-board security, where body work will be performed, administration of the pension system and service planning. Exhibit 5. Presumably, the County had questions regarding the other proposals it reviewed, but only asked questions of the proposer selected for award. The RFP also made provision for requiring best and final offers from proposers, however, the County chose not to use the



best and final offer process. Use of the best and final offer process would have allowed the County to engage all proposers regarding their proposal shortcomings and rescore the revised proposals. Following this process would have treated all proposers equally and likely would have resulted in fewer unknowns for the County. Instead, the County favored MV and deprived the other proposers of the benefit of the dialogue offered only to MV.

VIII. Conclusion

Ultimately, this RFP was defective from its inception as its structure resulted in a bid process instead of the intended request for proposal solicitation. As described above, there were numerous aspects of the RFP and its evaluation, most prominently, the price evaluation, which should have been conducted in a dramatically different fashion in order to protect the best interests of the County. Instead, the faulty RFP process has resulted in the County awarding a tremendously large contract to a vendor which was evaluated as lacking in detail in numerous instances by every evaluator as described earlier in this brief and was only recommended for award because it didn't comply with the County directions regarding cost allocations and, as a result, received the highest price scores

Consequently,

- 1) **The award to MV should be rescinded;**
- 2) Pursuant to Chapter 110 of the Milwaukee County Code of General Ordinances, the Review Committee should **order best and final offers** on the pricing proposals.
- 3) The Review Committee should **order oral presentations** either to the Review Committee or the administrator.
- 4) **A new award should be issued to the most technically proficient and most realistically priced proposer, Veolia.**

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "David R. Halbrooks".

David R. Halbrooks

Attorney for Veolia Transportation Services, Inc.

	MV	First	Med	Veolia	MTS
Evaluator 4	690	727	746	755	761
Evaluator 6	543	511	591	573	619
Evaluator 1	471	516	552	581	568
Evaluator 3	482	531	559		601
Evaluator 2	532	528	616	619	599
Evaluator 5	525	739	710	779	672
	540.5	592	629	650.5	636.7
Cost	200	88	105	59	72
	740.5	680.0	734.0	709.5	708.7

Technical Rank (1 highest rank, 5 lowest rank)

MV	5
First Transit	4
McDonald Transit	3
Veolia	1
MTS	2

Price Rank (1 lowest cost, 5 highest cost)

MV	1
First Transit	3
McDonald Tra	2
Veolia	5
MTS	4

Overall Rank (1 lowest score, 5 highest score)

MV	1
First Transit	5
McDonald Transit	2
Veolia	
MTS	

best
worst



Exhibit 1

Cost Eval

Vendor Name

Transit Management Services for the Milwaukee County Transit System

3.6 CONTENT OF PRICE PROPOSAL (VOLUME II) SCORING

Vendor Name

	Year 1 - Proposed		Year 2 - Proposed		Year 3 - Proposed		AVG 3 YEAR PROPOSED MGMT AND ADMIN EXPENSE
	Budget	Percentage	Budget	Percentage	Budget	Percentage	
Management Expense	\$ 2,479,452	1.51%	\$ 2,491,849	1.52%	\$ 2,504,309	1.53%	\$8,595,764
Administrative Expense	\$ 6,073,476	3.70%	\$ 6,103,844	3.72%	\$ 6,134,363	3.74%	
Operations Expense	\$ 155,447,072	94.78%	\$ 155,404,307	94.76%	\$ 155,361,329	94.73%	
Total Expenditure Budget	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	
Total Expenditure Budget Check (Must Equal \$0)	\$	0.00%	\$	0.00%	\$	0.00%	

MATS
MNV

	Year 1 - Proposed	Year 1 - Proposed Percentage	Year 2 - Proposed	Year 2 - Proposed Percentage	Year 3 - Proposed	Year 3 - Proposed Percentage	AVG 3 YEAR PROPOSED MGMT AND ADMIN EXPENSE
Management + Administrative Expense	\$ 8,552,928	5.21%	\$ 8,595,693	5.24%	\$ 8,638,672	5.27%	\$8,595,764
Cost Proposal Score (Available 200 Pts)							200

	Year 1 - Proposed		Year 2 - Proposed		Year 3 - Proposed		AVG 3 YEAR PROPOSED MGMT AND ADMIN EXPENSE
	Budget	Percentage	Budget	Percentage	Budget	Percentage	
Management Expense	\$ 4,267,596	0.77%	\$ 4,040,261	0.64%	\$ 1,122,761	0.68%	\$8,595,764
Administrative Expense	\$ 28,277,870	17.24%	\$ 28,277,870	17.24%	\$ 28,277,870	17.24%	
Operations Expense	\$ 134,454,534	81.98%	\$ 134,679,870	82.12%	\$ 134,599,369	82.07%	
Total Expenditure Budget	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	
Total Expenditure Budget Check (Must Equal \$0)	\$	0.00%	\$	0.00%	\$	0.00%	

Exhibit 2

Transit Management Services for the Milwaukee County Transit System

3.6 CONTENT OF PRICE PROPOSAL (VOLUME II) SCORING

Management + Administrative Expense \$ 29,545,466 18.02% \$ 29,320,131 17.88% \$ 29,400,631 17.93% \$29,422,076

58

Vedlic

Cost Proposal Score (Available 200 Pts)

	Year 1 - Proposed		Year 2 - Proposed		Year 3 - Proposed		AVG 3 YEAR PROPOSED MGMT AND ADMIN EXPENSE
	Budget	Percentage	Budget	Percentage	Budget	Percentage	
Management Expense	\$ 598,600	0.37%	\$ 606,800	0.37%	\$ 623,200	0.38%	
Administrative Expense	\$ 15,908,000	9.70%	\$ 15,842,400	9.66%	\$ 15,858,800	9.67%	
Operations Expense	\$ 147,493,400	89.94%	\$ 147,550,800	89.97%	\$ 147,518,000	89.95%	
Total Expenditure Budget	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	

Total Expenditure Budget Check (Must Equal \$0) \$ 0.00%

Management + Administrative Expense \$ 16,506,600 10.07% \$ 16,449,200 10.03% \$ 16,482,000 10.05% \$16,479,267

104

McDonch

Cost Proposal Score (Available 200 Pts)

	Year 1 - Proposed		Year 2 - Proposed		Year 3 - Proposed		AVG 3 YEAR PROPOSED MGMT AND ADMIN EXPENSE
	Budget	Percentage	Budget	Percentage	Budget	Percentage	
Management Expense	\$ 333,584	0.20%	\$ 337,116	0.21%	\$ 340,719	0.21%	
Administrative Expense	\$ 24,020,416	14.65%	\$ 23,780,212	14.50%	\$ 23,542,410	14.36%	
Operations Expense	\$ 139,646,000	85.15%	\$ 138,882,667	85.29%	\$ 140,116,871	85.44%	
Total Expenditure Budget	\$ 164,000,000	100.00%	\$ 164,000,001	100.00%	\$ 164,000,000	100.00%	
Total Expenditure Budget Check (Must Equal \$0)	\$ 0.00%		\$ 1 0.00%		\$ 0.00%		

Transit Management Services for the Milwaukee County Transit System

3.6 CONTENT OF PRICE PROPOSAL (VOLUME II) SCORING

	Year 1 - Proposed Budget	Year 1 - Proposed Percentage	Year 2 - Proposed Budget	Year 2 - Proposed Percentage	Year 3 - Proposed Budget	Year 3 - Proposed Percentage	AVG 3 YEAR PROPOSED MGMT AND ADMIN EXPENSE
Management + Administrative Expense	\$ 24,354,000	14.85%	\$ 24,117,328	14.71%	\$ 23,883,129	14.56%	\$24,118,152
Management Expense	\$ 558,723	0.34%	\$ 558,723	0.34%	\$ 576,304	0.35%	
Administrative Expense	\$ 19,270,000	11.75%	\$ 19,082,000	11.60%	\$ 18,778,000	11.45%	
Operations Expense	\$ 144,171,277	87.91%	\$ 144,417,177	88.06%	\$ 144,645,696	88.20%	
Total Expenditure Budget	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	\$ 164,000,000	100.00%	
Total Expenditure Budget Check (Must Equal \$0)	\$ 0.00%		\$ 0.00%		\$ 0.00%		
Management + Administrative Expense	\$ 19,828,723	12.09%	\$ 19,582,723	11.94%	\$ 19,354,304	11.80%	\$19,588,583

MTS

1-2-08

Evaluation Panel
Friday, July 12, 2013

Evaluation Panel meeting to discuss the tabulation of vendor scores and ultimately the panel recommendation regarding RFP 2013-5600 Transit Management Services for Milwaukee County Transit System.

5 Vendors

Scoring:

Highest Technical Vendor was also the highest priced vendor.

Lowest Cost Vendor was the lowest technical scoring vendor.

Question Posed to Panel:

Based upon scoring, does the panel think that all vendors who submitted a response to provide transit management services to Milwaukee County qualified to do so?

After at length discussion and individual panelists review of scores assigned, the panelists determined that all vendors were qualified to provide transit management services.

A consensus recommendation was made to the RFP Administrator to recommend to the Director of the Department of Transportation that an Intent to Award be issued and negotiations be entered into with MV Transportation.

Panelists did feel as part of their recommendation to the Director of Transportation, there were areas of the MV Transportation proposal that could benefit from further elaboration to ensure that all requisite services that the County Department of Transportation is seeking would be provided.

At the recommendation of the DAS Procurement Director, panelists were given an opportunity to provide feedback on any areas of the proposal response where they felt further discussion could be beneficial to the Department of Transportation.

These items have been forwarded to the Director of Transportation via e-mail for follow up in Department of Transportation initial "due diligence" discussions with MV Transportation.

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: July 22, 2013

TO: Brian Dranzik, Director, Department of Transportation

FROM: James H. Martin, Director of Operations, Department of Transportation

SUBJECT: Evaluation Panel Recommendation to the Director of the Department of Transportation Regarding Vendor Selection for RFP 2013-5600 Transit Management Services for the Milwaukee County Transit System

BACKGROUND

The Milwaukee County Department of Transportation issued Request for Proposal (RFP) #2013-5600 Transit Management Services for the Milwaukee County Transit System on April 29, 2013. Proposals to provide Transit Management Services were received from five (5) vendors for the June 24, 2013 deadline.

The evaluation of proposals consisted of two parts: 1) a technical review comprising 80 percent of a vendor's score and 2) a price review comprising 20 percent of a vendor's score. An evaluation panel was convened for the technical review where each member of the panel independently as individuals scored each of the vendor proposals. The technical reviewers consisted of representatives that had experience in evaluation of RFPs and a professional interest in a successful outcome. The Department of Administrative Services – Procurement Division functioned as a non-scoring technical advisor to the panel.

The price review was conducted by me and independently verified by the Department of Administrative Services – Procurement Division.

The technical review and price review scores were added together to determine the overall aggregate vendor scores:

Vendor	Score
MV Transportation	740.5
McDonald Transit Associates	733.0
Milwaukee Transport Services (MTS)	707.7
Veolia Transportation	707.5
First Transit	680.0

Exhibit 4

REVIEW PANEL DISCUSSION AND CONSIDERATION

The evaluation panel was convened to review the aggregate vendor scores and to make a recommendation to the Director of Transportation.

A discussion was held by the evaluation panel relative to comprehensive scoring. After review and discussion by the panel, it was also determined that the highest scoring vendor was technically qualified to provide the services requested in the RFP. Based upon a consensus, the panel recommends to the Director of Transportation that an Intent to Award be issued and to proceed in initial contract negotiations with MV Transportation.

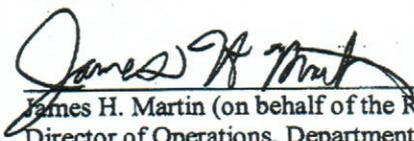
As part of the review process the panel was provided the opportunity to submit recommendations where they felt the MV Transportation response could benefit from additional clarification. I have forwarded these individual evaluation panelist comments to you.

RECOMMENDATION

Taking into consideration all of the information provided in this memorandum, it is the consensus recommendation of the evaluation panel for RFP #2013-5600 Transit Management Services for the Milwaukee County Transit System that an Intent to Award be made and for the Director of Transportation to enter into initial contract negotiations with the successful vendor MV Transportation for services within the scope of the RFP.

The above recommendation is respectfully submitted for your consideration by me on behalf of the evaluation panel.

Prepared by:



James H. Martin (on behalf of the RFP Evaluation Panel)
Director of Operations, Department of Transportation

Cc: Patrick Lee, Director of Procurement, Department of Administrative Services

Follow up Questions to RFP Proposal Response for MV Transportation

1. What business functions will be handled in Milwaukee and what are handled by corporate. Examples planning, procurement, human resources. If some activities are split, which ones.
2. RFP mentions that MV will follow CBA and that CBA will take place of MV benefits structure while CBA is in place, please confirm.
3. Pension system is part of the CBA, RFP was vague on addressing pension system. How does MV plan on administering the pension system for MCTS?
4. ASE certification, is the bonus program available for those who already have ASE certification.
5. What experience does MV have with a New Flyer fleet? References to vehicle types did not mention New Flyer and Milwaukee County's fleet is exclusively New Flyer.
6. Maintenance component seemed to be written for a small fleet or paratransit fleet. Does MV intent to have body work done off site, if so have MV identified a local vendor. What does MV plan on doing with existing facilities?
7. Does MV plan to have transit vehicle engines rebuilt off-site if so, where? What is the vehicle out of service time associated with rebuilding engine program? How will this program work with warranty programs offered either by engine manufacturer or bus manufacturer?
8. How does MV plan to incorporate the safety inspection intervals with maintaining necessary amount of vehicles in service?
9. How does MV intent to provide "Drive Cam" into MCTS operations?
10. There is no mention of on board security. Does MV intent to provide on-board or on-call security?
11. Service planning section seems to be a model for demand response. How does MV propose to make service changes? What analysis is done, who is involved and from what locations?
12. Proposal states that procurement will be done by Managing Director and Deputy Director. Does this mean they will they be doing the day-to-day purchasing to keep the operations functioning? If not, how will this be done, by who and from what location?
13. How are capital and facilities operations overseen to ensure they are on budget and on time?
14. How are third party contractors overseen?
15. How will MV institute Houston based small business mentoring program in Milwaukee? Who oversees this program?
16. More discussion in needed regarding purchasing of fuel. Current vendor purchases fuel, RFP states Milwaukee County will buy fuel. Our expectation is that the vendor will buy fuel for the system. If this cannot be done we need to know why?
17. What basis did MV use for providing comparable systems?
18. Amount provided for in Management fees and Administrative fees will be the amount of the fixed fee portion of the contract. Operations expenses associated with provided transit service will be the variable or operations expense portion. Any amounts for Management and Administration not provided for by the proposed amount in the RFP will be the responsibility of MV Transportation.
19. MV Transportation included a startup schedule that assumes approximately five months. It is anticipated that MV will not be allowed to begin a transition until a contract is executed, which is anticipated at the earliest in September cycle as discussed in the pre-proposal conference. Can MV guarantee Milwaukee County that it will be able to provide all services beginning

January 1, 2014 if only approximately three months or less is available to accomplish the transition?

20. The proposed General Manager is currently not under the employment of MV Transportation. It is unclear whether the Deputy General Manager is currently under the employ of MV Transportation. What would be MV's on site management contingency plan in the event either of these proposed on site executive level managers are not available?
21. It is assumed that all items and resources discussed within the RFP response will be available to Milwaukee County within the cost quoted. If this is not the case, any items that result in an additional fee for service need to be detailed and the estimated annual cost provided.
22. The proposal states the availability of federal funding for planning activities related to the MPO, the MPO does not perform planning activities, is MV prepared to do these activities as part of the contract as bid?



DEPARTMENT OF TRANSPORTATION
Milwaukee County

James Martin • RFP Contact/Administrator

Friday, July 26, 2013

NOTICE OF INTENT TO AWARD

RFP# 2013-5600 Transit Management Services for Milwaukee County Transit System RFP

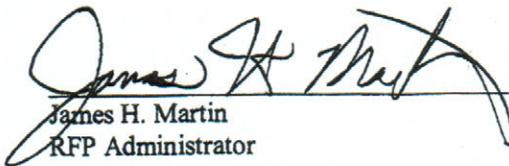
Milwaukee County Department of Transportation (MCDOT) reviewed the proposals received in response to RFP# 2013-5600 Transit Management Services for Milwaukee County Transit System.

It is Milwaukee County Department of Transportation (MCDOT) intent to award the contract to:

MV Transportation, Inc

Thank you for participating and submitting a proposal related to the above solicitation. Unsuccessful proposers may appeal this determination as provided in Section 110.04 of the Milwaukee County Code of General Ordinances.

Sincerely,


James H. Martin
RFP Administrator

MILWAUKEE COUNTY - CITY CAMPUS 2711 WEST WELLS STREET SUITE 324 MILWAUKEE, WI 53208
PHONE NUMBERS: Administration 414 -278-4187
FAX NUMBERS: Administration 414 -223-1899

Exhibit 6 001665