

**MILWAUKEE TRANSPORT SERVICES  
1942 NORTH 17<sup>TH</sup> STREET  
MILWAUKEE, WI 53205 (414) 937-3280  
[www.ridemcts.com](http://www.ridemcts.com)**

Purchasing Agent: Linda Hungsberg  
[lhungsberg@mcts.org](mailto:lhungsberg@mcts.org)

**REQUEST FOR PROPOSAL  
MM-10-18**

**ISSUE DATE: JANUARY 18, 2019**

Milwaukee Transport Services, Inc., (MTS) operator of the Milwaukee County Transit System (MCTS), is seeking proposals for Same Day, On-Demand Services for Individuals with Disabilities. The contract will be administered by Transit Plus, the MTS department responsible for contract management and oversight of the paratransit services for the Milwaukee County Transit System.

The Milwaukee County Transit System is managed and operated by Milwaukee Transport Services, Inc., and shall be referred to as MTS or Transit Plus, hereinafter.

All proposers must have at least three years of experience in providing on-demand services, as well as sufficient vehicles and drivers to meet the demand levels indicated in this Request for Proposal (RFP). Contractor(s) will accept reservations, dispatch and manage rides, handle all arrangements with taxicab or sedan owners/operators, maintain records, provide billing services, and handle all aspects of the provision of this service as outlined in this RFP. Proposals for the service will be accepted until:

**2:00 P.M. – MARCH 8, 2019**

Proposal shall be manually signed by an officer of the firm and shall be returned in a sealed envelope, with the return address and “**Proposal MM-10-18**” clearly marked on the outside, and mailed/delivered to:

Milwaukee Transport Services, Inc.  
1942 North 17th Street  
Milwaukee, WI 53205  
Attn: Materials Management Department

To be considered, the proposal shall include an offer to provide Same Day On-Demand Services as specified in this RFP, based on the vendor's professional experience in the market place. The proposal shall be based upon the specifications as outlined in this RFP, and shall include all services as specified. Proposals will be evaluated by MTS as defined in this RFP. **Late proposals will not be accepted. One proposal per vendor. Only one proposal per vendor will be accepted.**

**Term of Contract:**

This is a two-year fixed price contract from June 1, 2019 through May 31, 2021. With an additional possible two (2), one (1) year extensions if parties can mutually agree on a price change. Billing rate for years three (3) and four (4) will use the Consumer Price Index (CPI) as a guide to insure reasonableness with thirty (30) days written notice. This does not mean the CPI will automatically be provided, it will be

used as a guide. The U.S. Department of Labor, Bureau of Labor Statistics shall be used to determine price reasonableness. The group or category used will be <https://data.bls.gov/timeseries/CUURS23ASA0>. This may be found on “www.bls.gov” web site. MTS reserves the unilateral right to request new bids and award new contracts if a mutually agreeable reasonable price is not reached for years three (3) and four (4).

Successful firm shall be required to comply with Executive Order 82.2, dated May 28, 1982, Non-Discrimination Milwaukee County Contracts, and must provide proper documentation for approval by the EEO Compliance Auditor, prior to award of contract. Milwaukee Transport Services, Inc. adheres to FTA Circular 4220.1F in its procurement policies. Any questions regarding this Request for Proposal shall be directed in writing to the Purchasing Agent listed on the front page of this RFP.

**TARGETED BUSINESS ENTERPRISE (TBE) GOAL:**

**It is at the discretion of the proposing firm to set a realistic and achievable TBE goal. For clarifications regarding the Targeted Business Enterprise (TBE) ordinance, contact Milwaukee County Community Business Development Partners (CBDP) directly at 414-278-4747.**

It is the desired effort of Milwaukee County’s Targeted Business Enterprise (TBE) program to allow small businesses, along with women and minority owned businesses (that are certified through pre-approved entities) an opportunity to perform on County contracts, when the right set of circumstances are presented. This RFP permits a proposing firm to specify a TBE goal and it is strongly recommended that the proposing firm explore partnership opportunities with eligible entities.

Proposers are responsible for obtaining all documents pertaining to RFP via the website.

[www.ridemcts.com](http://www.ridemcts.com) scroll down to business partners (click) then active bids and proposals (click). The RFP document and any addendums released during the proposal period will be posted here.

The proposed TBE partner should have a written contract with the prime and must be held to all the same Terms and Conditions of this RFP.

**Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contract receives from MTS. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the MTS. This clause applies to both DBE and non-DBE subcontracts.

Successful vendor shall be required to comply with Executive Order 82.2, dated May 28, 1982, Non-Discrimination Milwaukee County Contracts, and must provide proper documentation for approval by the EEO Compliance Auditor, prior to award of contract.

**Insurance:**

The successful contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of torts, statutes and benefits under Workers’ Compensation claims as required by the State of Wisconsin, including Employers’ Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts.

<b>Type of Coverage</b>	<b>Minimum Limits</b>
<b>Wisconsin Workers' Compensation</b>	Statutory or Proof of all States Coverage
<b>Employers' Liability</b> United States Longshoreman and Harbor Workers Compensation Act Coverage	\$100,000/\$500,000/\$100,000 If required by law
<b>Commercial General Liability</b> Bodily Injury & Property Damage (Incl. Personal, Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
<b>Automobile Liability</b> Bodily Injury & Property Damage All autos-owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Occurrence  Per Wisconsin Statutes

**MILWAUKEE TRANSPORT SERVICES, INC AND MILWAUKEE COUNTY TRANSIT SYSTEM, AS ITS INTEREST MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL & AUTOMOBILE LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE OF CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF THE NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE.**

A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED TO 1942 N. 17<sup>TH</sup> STREET, MILWAUKEE, WI 53205, FOR REVIEW AND APPROVAL BY MTS INC. FOR THE DURATION OF THIS AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional Information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to MTS Inc., if requested, to obtain approval of insurance requirements. Any deviations, including the use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to MTS Inc. for approval prior to the commencement of activities under this agreement.

Milwaukee Transport Services, Inc. reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, the best interests of Milwaukee Transport Services Inc., will be served thereby.

Any historical service data listed in this document is informational only and is not purchased by this contract. MTS, reserves the right to make changes in program policies if in the opinion of MTS, the best interests of Milwaukee Transport Services Inc., will be served thereby.

**Waiver of Informalities:**

In its sole discretion, MTS may waive informalities or minor irregularities in proposals received.

**Order of Precedence:**

An order of precedence is hereby formally established and will be used to form a binding contract. The order is as follows:

1. Purchase Order.
2. All RFP documents contained within and related to MM-10-18
3. Proposal from the successful proposer

The order of precedence establishes that any conflict between the proposal and the Purchase Order and/or RFP Documents, the Purchase Order and/or RFP Documents take precedence and control.

**Binding Contract:**

A proposal received in response to this RFP is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any Firm.

**Negotiations:**

This is a negotiated procurement. Negotiation is a procedure that includes the receipt of proposals from Firms, permits bargaining, and usually affords an opportunity to revise offers before award of a contract. Bargaining in the sense of discussion, persuasion, alteration of initial assumption and position and give-and-take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract.

**Preparation of Proposal:**

Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before preparing a proposal.

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation. This RFP sets forth specific questions that must be answered in each proposal. Each response should be clearly numbered, and the full question listed.

The cost proposal shall be provided in a separate sealed envelope and will be considered separately from the technical evaluation. Turn in the TBE paperwork with the cost proposal. Do not provide cost information in your technical response.

**Competitive Range:**

Competitive range is defined as those firms whose proposals have a reasonable chance of being selected for award. The competitive range shall be comprised of the most highly rated proposals. The MTS evaluation committee will review and score proposals and then rank the proposals based on the scores for the Technical response. The evaluation committee may offer responsive firms, that it determines to be the most highly qualified, an opportunity to do a presentation. Note, any cost proposal information discussed in the presentation will render the firm non-responsive and thereby disqualify the firm from this procurement.

**County Rights of Access and Audit:**

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

**Pre-proposal meeting:**

A pre-proposal meeting will be held on **February 1, 2019 at 9:00 pm. CT** at Milwaukee Transport Services, Inc., Room 110, 1942 North 17<sup>th</sup> Street, Milwaukee, Wisconsin, 53205. Attendance at the pre-proposal meeting is encouraged in order to submit a responsive proposal. Any changes resulting from the pre-proposal meeting will be made in writing through addenda to this RFP.

No changes will be allowed to the RFP documents unless confirmed in writing by MTS, Inc. All questions regarding this RFP shall be made in writing and may be submitted in person at the pre-proposal meeting or via e-mail by the close of business (4:30 PM CST) on **FEBRUARY 22, 2019**.

MTS reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, the best interests of MTS will be serviced thereby.

**Evaluation Team**

The MTS evaluation committee will consist of five (5) persons who will review proposals submitted by all respondents. It is the intent of MTS to average the five scores and use that average as the proposers overall score.

MTS reserves the right to change the makeup of the committee based on personnel changes, availability, or special knowledge needed to help evaluate the proposals.

Proposers who submit a proposal may be required to make an oral presentation of their proposal to the MTS evaluation committee. Presentations if needed, will be scheduled through the Purchasing Agent and will be at the proposer's expense. Selected proposers will be given adequate notice of the date and time for preparation of presentation.

**Evaluation and Scoring Criteria**

*In addition to the technical response, the price will also be considered in determining the best offer/value. When determining the best offer/value, price will have approximately equal value to the technical response. After technical scores are complete, price will be evaluated alongside technical merit*

in a tradeoff fashion to choose the proposal that represents the best value to MCTS.

Technical proposals will be evaluated by MTS based on the following criteria:

- **Service Level Information:** Number of drivers, licensed vehicles and support staff to be provided to meet the service demands of this program. See A below for detail.
- **Service Quality Information:** Call waiting time, response time, reservation and dispatching systems, driver experience and training, vehicle cleanliness and reliability, vehicle age, etc. See B below for detail.
- **General Qualifications/Administration/Overall Qualifications:** Ability to handle driver reimbursement and billing; Ability to document and provide support information on the trips provided (including MDT/GPS integration); Experience in handling third party payment contracts; financial stability; and Etc. See C below for detail.

#### **Technical Response Requirements**

The technical response shall be submitted in a sealed envelope separate from your cost response. Your technical response shall include (One Original and 5 Copies), including all applicable certifications. Along with hard copies provide electronic copies on Thumb Drive.

##### **A. Service Level Information (Up to 20 points):**

1. Number of drivers directly employed by or under contract to your firm to provide Same Day, On -Demand Services? How many of those drivers will be used for this program?
2. Total number of licensed vehicles owned? How many vehicles will be used for this program?
3. Total number of licensed vehicles under contract? How many vehicles will be used for this program?
4. Typical number of vehicles in service by time period:
  - Sat: 6-10 AM, 10 AM- 6 PM, 6-10 PM, After 10 PM
  - Sunday: 6-10 AM, 10 AM-6 PM, 6-10 PM, After 10 PM
  - Weekdays: 6-9 AM, 9 AM-3 PM, 3-6 PM, 6-11 PM, After 11 PMMinimum information required is for the time periods listed above, if your operation changes significantly within those time periods, further breakdowns of the time period can be provided.
5. Total Rides currently provided - Average weekday, monthly, annually?
6. How will you handle the level of rides required pursuant to this RFP?

##### **B. Service Quality Information (Up to 35 points):**

1. Please provide statistics regarding wait times before calls to schedule service are answered.
2. Please provide statistics regarding average wait/response time once a vehicle has been

- called for or dispatched.
3. Please provide statistics regarding vehicle reliability. (i.e. Breakdowns per 1000 rides? or other?).
  4. Please provide statistics regarding operating safety. (i.e. number of miles operated between accidents? or other?) Include information relating to any fatalities or other major incidents or claims against your company.
  5. Average age of vehicle fleet.
  6. Are your drivers/owners required to follow specified maintenance and/or cleaning schedules for the vehicles? If so, please describe.
  7. Do you have other contracts which involve transportation of individuals with disabilities? With whom? For how many rides?
  8. Do your drivers receive any special training in providing service to individuals with disabilities? If so, please describe this training and indicate the number of hours of training provided.
  9. How many inaccessible versus accessible vehicles do you have available for this contract? Please provide details on the accessibility features of your fleet.

**C. General Qualifications/Administration/Overall Capabilities (Up to 45 points):**

1. Scope of services. Verify that your firm will meet all of the requirements outlined in the RFP or clearly state where you will not meet those requirements and your alternate proposal.
2. Identify key employees responsible for service management (overall business management, billings, employee supervision, Program Participant dispute resolution etc.) should a contract be awarded. Attach resumes.
3. Describe your centralized reservation and dispatching service including: Hours available, typical staffing levels for each area, radio equipment, Procedures for dispatched rides, etc.
4. How many telephone lines are available for incoming reservation calls?
5. How many of the vehicles owned/under contract are equipped with MDT's?
6. How many of the vehicles owned/under contract are equipped with GPS?
7. Is the GPS tied into the meter and/or the MDT? In all vehicles? If not all, how many?
8. Describe the experience of your firm and of the staff proposed for this project in providing services similar to those required by this proposal.
9. Describe your complaint handling and resolution process.
10. Please describe your procedures for handling passenger no shows.
11. Describe how you will handle the ride reporting requirements outlined in the RFP.
12. Describe any additional reasons why your firm should be selected for this project.
13. It is the desired effort of Milwaukee County's Targeted Business Enterprise (TBE) program to allow small businesses, along with women and minority owned businesses (that are certified through pre-approved entities) an opportunity to perform on County contracts, when the right set of circumstances are presented. This RFP permits a proposing firm to specify a TBE goal and it is strongly recommended that the proposing firm explore partnership opportunities with eligible entities. The proposing firm is afforded discretion, on how they plan to carve out participation for subcontracting and points are awarded for creativity and potential for achievement. Attach profiles and intended percentage participation of TBE partners.

**Financial Stability (Pass/Fail):**

Milwaukee Transport Services (MTS) will review the financial stability of each vendor after proposal submission. Vendors without sufficient financial stability, as determined at MTS’s discretion, may be deemed as not responsible, unable to perform successfully under the Terms and Conditions of the proposed procurement, and therefore removed from further consideration.

The MTS Finance Dept. will review the most recent audited financial statements or audited financial records submitted by each vendor and/or, at the MTS’s discretion, other information available. The Finance Department will make a pass/fail recommendation to the Evaluation team regarding the financial stability of each vendor.

MTS may request clarifications or additional information from bidders in connection with its review. The final decision to remove a bidder from consideration will be made by the evaluation committee.

**Cost Response:**

The cost figures shall be furnished on the price sheet provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets and the signature sheet. One (1) original and (5) copies are required of your cost response, plus one on an electronic drive. Provide in a separate sealed envelope. Provide complete information on the cost of providing service on the enclosed **Pricing Sheet**.

**Contract Continuation Clause:**

Contractor recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Contractor agrees that MTS, in its sole discretion, and by written notice to Contractor at least 30 days prior to contract expiration, may extend this Agreement for up to an additional 120 days. If so extended by MTS, Contractor shall continue to provide services under this Agreement, on the same terms as set forth in this Agreement.

MTS may terminate any such extension by providing Contractor with 30 days’ notice. Contractor further agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to any successor Contractor.

**Schedule:**

MTS has established the following anticipated schedule with regard to this request for proposal.

RFP pre-proposal meeting	February 1, 2019 9:00 AM
RFP question deadline	February 22, 2019 close of business (4:30 pm)
RFP proposals due	March 8, 2019 by 2:00 PM Central
Presentations by proposers	scheduled as/if needed
RFP award	TBD

Any questions regarding this Request for Proposal shall be directed to the Purchasing Agent listed on the front page of this RFP. No verbal responses from any agent of MTS shall be acted upon. For non-protest clarifications, submit questions in writing to: [lhungsberg@mcts.org](mailto:lhungsberg@mcts.org).

**Instructions for Proposal Submittal:**

All Proposers will be required to submit the following items following the instructions outlined in this document. If items are missing the proposer may be found unresponsive and the proposal will not be considered.

**Submit these items in this order:**

- **In one envelope** -Proposal Price Sheet (one (1) original and five (5) copies) and one (1) electronic copy on a thumb drive
  
- **In a second binder or envelope**
- Technical Response, including applicable certifications (one (1) original and 5 copies plus one (1) electronic copy on a drive)
- Signed Signature sheet
- One signed EEO Certificate
- Designation of Confidential and Proprietary Information
- Completed TBE Utilization Forms
- Bidders list
- False Claims form

**Additional Information must be provided with the proposal, failure to provide this information will result in the proposal being unresponsive:**

1. **Provide six (6) copies of each**
  1. Labor contracts,
  2. Employee handbooks,
  3. Training manuals and
  4. Disciplinary rules and wage scales
  5. Drug and alcohol policy including employment ramifications and employment policies following a positive test.
  6. Last two (2) years of audited financial statements

Any questions regarding this Request for Proposal shall be directed to the Purchasing Agent listed on the front page of this RFP. No verbal responses from any agent of MTS shall be acted upon. For non-protest clarifications, submit questions in writing to: [lhungsberg@mcts.org](mailto:lhungsberg@mcts.org).

**Enclosures:**

- Request for Proposal MM-10-18
- Specification No. TP-02-18
- Milwaukee County Terms & Conditions for RFPs
- Appendices A, B and Attachment 1
- TBE Utilization Specifications and Forms
- Signature Sheet
- Bidders Form

**SPECIFICATION**  
**TP-02-18**

## 1. DEFINITIONS

- 1.1 **Same Day On-Demand Services**, shall mean same day taxi/sedan service utilizing inaccessible or accessible vehicles during the vehicle service hours contracted for, provided by fully licensed authorized drivers on a priority basis utilizing vehicles equipped as specified in this contract.
- 1.2 **Program Participant Fare**, as defined in Section 6.1.
- 1.3 **Program Participant**, shall mean those individuals who have been determined eligible and certified by Transit Plus, and as further defined in Section 5.
- 1.4 **Total Transportation Maximum**, as defined in Section 6.1.
- 1.5 **Transit Plus Subsidy Maximum**, as defined in Section 6.1.
- 1.6 **Transit Plus**, shall mean a department of Milwaukee Transport Services, Inc., and is used herein interchangeably with MTS or Milwaukee Transport Services, Inc.
- 1.7 **MDT**, shall mean Mobile Data Terminal as commonly used in the taxi industry.
- 1.8 **GPS**, shall mean global positioning system.

## 2. SCOPE & CLASSIFICATION

- 2.1 The intent of this specification is to provide the minimum requirements for same-day, on-demand services for Milwaukee Transport Services Inc., (MTS), Transit Plus Program Participants. The Contractor(s), all drivers, vehicles and services provided under this contract shall meet all requirements of applicable federal laws, Wisconsin laws, local ordinances, and all other requirements outlined in this specification.
- 2.2 Transit Plus will monitor performance of this contract closely. Strict adherence to the contract terms and conditions in providing safe, clean, reliable, client-friendly, cost-efficient service to individuals with disabilities is of paramount importance. Poor performance on the part of the Contractor(s) resulting from a failure of the Contractor(s) in exercising due diligence in the performance of the tasks listed herein may result in the imposition of liquidated damages, contract suspension or termination.

## 3. ADDITIONAL REQUIREMENTS

- 3.1 Transit Plus is a service of MTS. Contractor(s) shall operate in accordance with the policies and regulations adopted by MTS, Milwaukee County, any applicable municipality in Milwaukee County including the City of Milwaukee, the State of Wisconsin and federal regulations and laws, and in such a manner as to ensure compliance with current and future regulations.
- 3.2 Same-Day, On-Demand Services under this contract shall be same day service and will utilize inaccessible or accessible vehicles during the vehicle service hours contracted for. Service will be provided by fully licensed authorized drivers on a priority basis utilizing

vehicles equipped as specified in this contract. This is a discretionary service offered to Transit Plus eligible clients by Milwaukee County. It is not part of the ADA required paratransit van service provided through Transit Plus.

- 3.3 The term of this contract shall be for 2 years, from June 1, 2019 through May 31, 2021, with two (2), one—year options.
- 3.4 Contractor(s) is required to have available sufficient vehicles to meet the typical demand generated by this program. (See Appendix A for ridership information.)
- 3.5 The successful Contractor(s) is required to provide all personnel including, but not limited to; drivers, call takers, dispatchers, supervisory, and any other personnel required to adequately fulfill all responsibilities associated with the provision of on-demand services as described herein.
- 3.6 The successful Contractor(s) is required to provide vehicles and facilities including, but not limited to; buildings, utilities, office materials and supplies, any vehicles, fuel, parts and supplies, and all other items required to adequately fulfill all responsibilities associated with the provision of paratransit services as described herein.
- 3.7 **Service Area:** Service area is all of Milwaukee County.
- 3.8 **Service Hours:** Hours of operation are the same hours as MCTS fixed route buses.
- 3.9 **Reservations/scheduling**
  - 3.9.1 The successful Contractor(s) shall be responsible for providing facilities, software and staffing for the purpose of accepting ride requests from Program Participants.
  - 3.9.2 The successful Contractor(s) shall not impose restrictions or priorities on Program Participants based on trip purpose.
  - 3.9.3 The successful Contractor(s) shall utilize Wisconsin Relay Service (7-1-1) for communication with the hearing or speech impaired. Call takers and other appropriate staff shall be trained on procedures for handling Wisconsin Relay Service calls.
- 3.10 **Program Participant Service Requirements**
  - 3.10.1 Service shall be curb to curb. Drivers are not required to assist Program Participants to the door of their destination, but are not prohibited from doing so.
  - 3.10.2 Drivers shall assist Program Participants in collapsing and storing mobility devices, including, but not limited to, collapsible wheelchairs and walkers. No additional charges are allowed for this assistance.
  - 3.10.3 Drivers shall respect the dignity of individuals at all times. Drivers shall

not deny service to Program Participants with service animals.

- 3.10.4 In the event that a driver cannot locate a Program Participant upon arrival, the driver shall notify Contractor(s) dispatcher to report a no show. Using the Contractor(s) GPS system, the dispatcher must verify the location of the vehicle in relation to the pick-up address. The driver will not leave the pick-up location until authorized to do so by Contractor(s) dispatcher. No shows must be accurately documented by the driver and verified by the dispatcher. In order to be logged as a no show, the vehicle must arrive at the designated pick up location within one hour from the time of dispatch, and then wait five (5) minutes. During the five (5) minute timeframe the driver will make an attempt to locate the Program Participant and will inform dispatch to also attempt to contact the Program Participant.
- 3.10.5 The successful Contractor(s) shall allow one Personal Care Attendant (PCA) to travel with an eligible Program Participant at no additional cost provided the Program Participant is identified on the Transit Plus identification card as requiring a Personal Care Attendant. The Personal Care Attendant shall be provided service in the same vehicle and between the same origin and destination as the Program Participant. Any other passengers accompanying the Program Participant are subject to the passenger fare and other costs that may be ordinary and customary.
- 3.10.6 Drivers shall request Program Participants to show a Transit Plus photo identification (ID) card to verify a Program Participants' identity prior to providing service. Transit Plus will not reimburse Contractor for trips provided to non-Transit Plus Program Participants.
- 3.10.7 Program Participants may not request specific drivers.
- 3.10.8 Multiple stops and drive-through services are not allowed. Each trip must have a single origination and destination. Program Participants must request, via a separate phone order, a separate trip for each destination. A separate fare is also required for each destination.
- 3.10.9 Drivers are required to collect fares. Drivers shall accept a Transit Plus ride ticket as a valid method of paying fares. Any amount that exceeds the maximum subsidy amount allowed by the program must be paid by the Program Participants in cash. Ride tickets cannot be used to pay for any balance above the maximum subsidy amount.
- 3.10.10 All Transit Plus ride requests shall be dispatched on a priority basis.
- 3.10.11 Non-dispatched trips are allowed only from pre-established public places specifically allowed and identified by Transit Plus. (See Attachment 1) Transit Plus reserves the right to withhold reimbursement for non-dispatched trips from any address not identified on the pre-established

public places list in Attachment 1.

- 3.10.12 Drivers who submit fraudulent or altered trip information (for non-dispatched trips) will be permanently banned from providing service through the Transit Plus program and may be prosecuted to the full extent of the law. Transit Plus routinely audits non-dispatched trips and may contact Program Participants randomly regarding service details.
- 3.10.13 Unless specifically allowed by Transit Plus, drivers shall not provide Transit Plus trips as "personals." If Program Participants call drivers directly on their cell phones, the driver must inform the Program Participant that they must request the trip through the Contractor(s) dispatcher.
- 3.10.14 Drivers cannot require payment of a tip or gratuity. Engaging in such conduct may be grounds for immediate dismissal as an authorized driver for the Transit Plus program.
- 3.10.15 Drivers shall be courteous towards Program Participants. In the event of an abusive Program Participant, drivers and all other staff shall at all times conduct themselves in a professional and non-abusive manner. Drivers and all other staff shall refrain from negative comments or behavior toward riders at all times.
- 3.10.16 Using cell phones (including hands free) and manipulating other electronic devices (including tablets and GPS devices) is strictly prohibited while the vehicle is in motion while in service under the Transit Plus contract.
- 3.10.17 Drivers shall not smoke while in service under the Transit Plus contract.
- 3.10.18 The successful Contractor(s) shall report to Transit Plus all incidents in which Program Participants engage in violent, seriously disruptive or illegal conduct.
- 3.10.19 Contractor(s) shall report to Transit Plus any instances of Program Participants who establish patterns of no-shows and shall also report any instances of Program Participants who refuse to pay the Program Participant Fare, or who do not have proper identification.

### **3.11 General Contractor Personnel Requirements**

- 3.11.1 The successful Contractor(s) shall have a sufficient number of operations and administrative personnel to provide the necessary service for this project. The Contractor(s) is expected to maintain sufficient staff in meeting the requirements of this bid. The Contractor(s) shall notify Transit Plus of any changes in key personnel affecting this contract. Contractor(s) personnel shall not be employees of, or have any other

contractual relationship with MTS.

3.11.2 The successful Contractor(s) shall designate an individual to serve as the principal point of contact between the Contractor(s) and MTS or designee for questions and concerns on particular trips during daily operations.

3.11.3 MTS reserves the right to require the retraining, suspension or removal of any on-demand driver from Transit Plus service if the employee's performance, in MTS's opinion, is detracting from the quality or efficiency of the service.

### 3.12 **General Driver Requirements**

3.12.1 Driver Pre-hire Requirements: Prior to hiring or utilizing any individual for a Transit Plus driving position, the Contractor(s) shall ensure that the applicant meets all of the requirements necessary to obtain a City of Milwaukee Public Passenger Vehicle Driver's License as required under the City of Milwaukee Public Passenger Vehicle Regulations, City of Milwaukee Ordinances §§ 100-54 - 100-62.

3.12.2 The successful Contractor(s) shall provide Transit Plus with a Transit Plus driver form along with a copy of the city-issued public passenger driver permit prior to services being provided by driver. Contractor(s) shall notify MTS when a driver is no longer registered and authorized by the Contractor(s).

3.12.3 The successful Contractor(s) is required to maintain an adequate driving force to meet anticipated demand.

### 3.13 **Driver Training Requirements**

3.13.1 The Contractor(s) shall also provide training and instruction to each driver in:

- Transit Plus policies and program specifics
- Driver sensitivity to various disabilities
- Passenger relations (including conflict resolution, courteous and respectful language, conversations and topics to avoid, dealing with difficult passengers, etc.)
- Map Reading
- Fare structure and collection

### 3.14 **Non-driving Staff Descriptions and Experience Requirements**

The successful Contractor(s) shall provide the following staff:

- 3.14.1 PROJECT MANAGER: This individual shall be on site and responsible for all aspects of the operation. The Project Manager must demonstrate administrative skills and experience, be computer literate, and capable of system administration and training. A resume for the individual proposed for this position shall be included with the technical proposal.
- 3.14.2 DISPATCHERS: Dispatchers shall be familiar with all contractual and operational requirements relating to the provision of Transit Plus service. A dispatcher shall be on duty at the Contractors facility any time that a vehicle is on the street.
- 3.14.3 CUSTOMER SERVICE (Complaints/Commendations): The Contractor(s) shall have a designated customer service individual who will be responsible for the timely resolution of all customer complaints. This person will work closely with the Transit Plus Community Relations Liaison in resolving complaints.

Complaints received by Transit Plus will be forwarded to the Contractor(s) within 24 business hours of receipt. Contractor(s) shall investigate and report back, in writing, conclusions/resolution to Transit Plus within 72 hours of notification.

Contractors who receive complaints directly must inform Transit Plus of the nature of the complaint in writing within 24 hours. Lack of Contractor(s) cooperation in working toward the positive resolution of complaints will be subject to liquidated damages.

The Contractor(s) shall maintain a record of complaints received and shall work toward the positive resolution of all complaints.

Failure to work in a timely fashion toward the positive resolution of a service complaint may be considered as an unresolved complaint, which will be subject to liquidated damages. Complaints relating to Transit Plus policies or procedures shall not be considered for the purposes of assessing liquidated damages. In the event that Transit Plus determines that the Contractor(s) has not adequately worked toward the positive, timely resolution of complaints, Transit Plus may assess liquidated damages in the amount of \$100 for each unresolved complaint.

**3.15 Vehicle Requirements**

- 3.15.1 The Contractor(s) shall provide all vehicles required in performing the services under this agreement. These vehicles shall be fully licensed and insured. A Transit Plus vehicle form and licensing and inspection documentation for each vehicle must be on file with MTS, Inc. before services may be provided by said vehicle.

- 3.15.2 The Contractor will provide a vehicle list with their response to this RFP that details how many inaccessible and accessible vehicles are available for this service.
- 3.15.3 The successful Contractor(s) shall ensure that all vehicles assigned to Transit Plus service meet all Local, State and Federal laws. Copies of required vehicle registrations and inspections shall be sent to Transit Plus once per year or upon request.
- 3.15.4 The successful Contractor(s) is required to provide and maintain a voice communication system for communication with all vehicles.
- 3.15.5 All vehicles used to transport Transit Plus passengers must have a fully functional digital video and audio system capable of continuous recording with at least 48 hours of onboard storage. In the event that an onboard video system is not functioning, the vehicle must be pulled from service until the video system is once again operational. MTS may request copies of digital recording files at any time and the Contractor must provide copies in digital format within 24 hours of request. Failure to maintain properly working onboard audio/video systems will result in liquidated damages of \$50 per occurrence.
- 3.15.6 All vehicle trips shall be tracked by a functioning GPS.
- 3.15.7 All vehicles must substantially comply with the eligibility requirements specified in the Milwaukee City Ordinance §§ 100-51.5(1) (a) -(b) & (2).

**3.16 Contractor Facility Requirements**

- 3.16.1 The successful Contractor(s) shall independently determine the number, size and type of facilities required to comply with the requirements of this agreement. The size of facility(ies) shall be based on the size of the vehicle fleet, its vehicle composition and any Contractor(s) requirements for full implementation.
- 3.16.2 The successful Contractor(s) shall be responsible for meeting all Federal, State and Local laws regarding its facilities. Any permits and approvals required for the facilities shall be the responsibility of the Contractor(s).

**3.17 Contractor Reporting Requirements**

- 3.17.1 In addition to information specified under other sections of this specification, Contractor(s) shall provide reports to Transit Plus on a bimonthly basis. These reports shall provide supporting information for invoice requests and other information on the operation of the system.

At a minimum, these reports shall include the following types of

information and shall be provided to Transit Plus within 10 working days from the completion of the service period or liquidated damages will be assessed.

- Date of service and name/identification # of Program Participant;
- Pick up and Drop off times and locations;
- Driver and vehicle numbers;
- GPS coordinates (latitude and longitude of trip) origin and destination);
- Actual Trip Meter Amount;
- Total Charge per Trip, Total Program Participant Charges;
- Vehicle miles as calculated by GPS system;
- Bimonthly Trip Totals;
- Supporting documentation for the work completed (if applicable);
- Unusual event report indicating any unusual events that occurred during the reporting period that had an effect upon Program Participant service provided under this contract, such as equipment breakdown, accidents, fare discrepancies, significant schedule problems, weather, etc.; and
- Other information as deemed appropriate summarizing the reporting period's activities and overall system performance.

Failure of the contractor to submit the required information in the format specified by MCTS within 10 working days of the end of the reporting period shall result in the following liquidated damages:

- 3 to 6 days past due - \$150 deducted from the applicable invoice;
- 7-15 days past due - \$350 deducted from the applicable invoice;
- 16-30 days past due - \$750 deducted; or
- 31 days or later – 25% of the administrative fees payable for the applicable invoice will be deducted as liquidated damages.

### 3.17.2

In addition to the above-mentioned reports, the Contractor(s) shall keep up-to-date and accurate records of the following information. This information, except for accident reports, need not be submitted to Transit Plus on a regular basis.

However, such records shall be made available to Transit Plus by the Contractor(s) upon request.

- Daily driver logs;
- Vehicle and equipment maintenance records;
- Accident reports;
- Complaint logs; and
- Other information as deemed appropriate by Transit Plus.

3.17.3 The Contractor's representative shall give operational updates to Transit Plus on a quarterly or as needed basis.

3.17.4 Accidents/Incidents: The Contractor(s) shall report to Transit Plus all passenger and vehicle related accidents/incidents involving any property damage or personal injury resulting from service provided under this agreement. An incident report shall be completed within 72 hours of said incident and submitted to Transit Plus. The Contractor(s) shall investigate and report all accidents and incidents.

If the Contractor(s) fails to report an accident/incident within the required time period or fails to document such accident/incidents, the Contractor(s) may be assessed liquidated damages of \$400 per accident or incident.

**3.18 Contractor Management Requirements**

3.18.1 The Contractor(s) shall maintain written financial and performance records relating to the provision of service under the term of this contract for three (3) years thereafter. All financial or operational records related to Transit Plus business operations including, but not limited to, fares collected, dispatch records, and bank records which clearly identify Transit Plus funds deposited to Contractor's account are required to be maintained.

3.18.2 All records described in this contract are subject to the Wisconsin Public Records Act (except substance abuse testing records per 49 CFR part 655). The Contractor(s) shall notify Transit Plus if a request is received for disclosure of documents under the Wisconsin Public Records Act.

3.18.3 The Contractor(s) shall maintain Transit Plus policy information and make it available to Contractor's personnel as needed.

3.18.4 Records documenting all vehicle and driver licensing, training and other requirements shall be maintained with copies forwarded to Transit Plus on an annual basis or as otherwise required or requested.

3.18.5 The Contractor(s) shall establish employee payroll, internal accounting

and budgeting systems sufficient to the operation of the Transit Plus program identified in this RFP. The Contractor(s) shall retain an independent certified public accounting firm which shall audit the Contractor's financial accounts once each year in accordance with generally accepted accounting principles. An original copy of the audit shall be provided to Transit Plus no later than March 31<sup>st</sup> of each year.

- 3.18.6 The Contractor(s) shall maintain an internal management information system sufficient to document the management of the Transit Plus program identified in this RFP by the Contractor(s) in keeping with the terms of this agreement. Such information system will allow Transit Plus to capture, record and audit program and usage information, including mileage and trip data, and any other information as required.
- 3.18.7 The Contractor(s) is solely responsible for any union/labor agreements required in the operation of this service. The Contractor(s) is responsible for entering into labor agreements and maintaining labor agreements where required that enable the Contractor(s) to perform the work of this contract in keeping with all terms of this contract.
- 3.18.8 The Contractor(s) is solely responsible for fare revenue collection including collecting and safeguarding of fare coupons, and cash handling.
- 3.18.9 The Contractor(s) shall install, maintain and ensure the continued operation of any telephone equipment/service, MDT's and supporting infrastructure, and two-way radio equipment, (including repeaters and antennas for both vehicle and building mounted for Contractor(s) operated equipment) required under this contract.
- 3.18.10 The Contractor(s) is solely responsible for any and all office supplies required in the performance of this contract.
- 3.18.11 The Contractor(s) shall report to Transit Plus separately any major accidents, labor job actions, incidents or equipment failures relating to or affecting service to Transit Plus Program Participants

#### 4. **DIVISION OF RESPONSIBILITIES**

- 4.1 Transit Plus, or its designee, shall be responsible for the following tasks:
  - Policy planning
  - Monitoring of service levels
  - Eligibility determination
  - Complaint Management (in conjunction with contractor)
  - Marketing program development and implementation

- Government and Community Relations
- Management of the contract(s)
- Initiating and implementing any service changes
- Overall program direction

4.2 Transit Plus will provide marketing support to notify the public of changes in on-demand service. This marketing support may include direct mailings, newsletters, public press releases and public speaking engagements. The Contractor(s) is prohibited from any marketing or advertising of the service without prior written approval of Transit Plus.

4.3 The successful Contractor(s) shall maintain the confidentiality of any information regarding Program Participants which may be obtained from any source associated with this program, other than that information necessary for the performance of service under this contract. The Contractor(s) is prohibited from using the names and addresses of Program Participants other than for legitimate needs related to providing trips or billing for services provided.

4.4 The successful Contractor(s) must prominently display in an area of the Contractor's business office accessible to all employees all official notices provided by MTS in relation to this contract.

**5. PROGRAM PARTICIPANTS**

5.1 Participation in this program is restricted to those individuals who have been determined eligible and certified by Transit Plus. Transit Plus will maintain a database of all eligible participants and will provide Contractor(s) with a weekly listing of all eligible Program Participants.

5.2 Program Participants are required to pay the stated fare after completion of the requested trip, including any amount that exceeds the subsidy. Incidents of Program Participant non-payment should be reported immediately to Transit Plus. (See appendix B for explanation provided to Program Participants.)

**6. BILLING AND COMPENSATION**

6.1 The Contractor(s) hereby agrees to provide Same Day, On-Demand Services as outlined in this RFP at the meter rates defined below.

The Same Day, On-Demand Services provided shall not exceed the meter rate as allowed in City of Milwaukee Vehicle Regulation § 100-52 of the City of Milwaukee Ordinances. The successful Contractor(s) shall pay drivers and invoice Transit Plus as outlined below. Transit Plus will not pay drivers directly. Contractor(s) are paid an administration fee from Transit Plus, therefore contractor(s) is required to pay drivers at full fare price.

**Program Participant Fare: \$4.00**

Driver shall collect and retain full amount of the Program Participant Fare. (This is paid by the Transit Plus Program Participant/passenger and covers the first \$4.00 of the meter charge.)

**Transit Plus Subsidy Maximum: To be determined at time of award.**

The Contractor(s) shall pay the driver for the remainder of the metered cost of the trip (up to the maximum subsidy). Upon submission of the required billing information detailed in Sections 3 and 6, Transit Plus will reimburse the successful Contractor(s) for the actual meter charge less the Program Participate Fee, up to the Transit Plus Subsidy Maximum (To be determined at time of award. Current Transit Plus Subsidy Maximum is \$ 10.60).

**Total Transportation Maximum: To be determined at time of award. (Program Participant Fare + Subsidy Maximum + Administration Fee to Contractor)** Current Administration fee is \$5.00 per trip.

Any amount exceeding the Total Transportation Maximum will be paid by the Transit Plus Program Participant, in addition to any additional user charges as established by the City of Milwaukee meter rates, including charges for companions or for parcel handling. Transit Plus will not reimburse for meter charges in excess of the actual meter charge or maximum subsidy, whichever is less.

6.2 Transit Plus will reimburse the Contractor(s) for all valid and documented trips. The following terms and conditions will apply:

- No reimbursement will be given for trips provided to persons who are not Transit Plus Program Participants or whose Transit Plus eligibility has expired.
- No reimbursement will be given for trips provided by ineligible drivers.
- No reimbursement will be given for non-dispatched trips unless approved by Transit Plus.
- Transit Plus shall issue payment to the Contractor(s) within NET 30 working days from the submission of a complete and accurate billing statement.

6.3 **Billing Statement:** In addition to any other requirements set forth in this contract with respect to what constitutes a proper billing statement or for the Contractor(s) to be entitled to receive payment, the Contractor's bimonthly billing statement report must include:

- Vendor number, contract number, and invoice number.

- Total fares broken down by: Cash fares collected, Tickets collected, Total Charges, Total Subsidy and Total Program Participant Charges.
- The signature of a designated representative of the Contractor(s) certifying that all information contained in the report and supporting documentation is correct to the best of his/her knowledge. Any false certification shall render the report void, and Transit Plus shall be entitled to recover immediately any monies paid on such invoices.
- Fare Tickets

6.4 Upon completion of the work or upon termination of the contract, all completed or partially completed data, records, computations, and all other material that the Contractor(s) has collected or prepared in carrying out the provisions of the contract shall be provided to and become the exclusive property of Transit Plus. Any reports, information and data, given to, prepared, or assembled by the Contractor(s) shall not be made available to any individual or organization by the Contractor(s) without the prior written approval of Transit Plus.

6.5 If the Program Participant Fare changes during the Term of this contract, the Transit Plus Subsidy Maximum will be adjusted to align with the Total Transportation Maximum agreed to by this contract. For example, if the Program Participant Fare increases from \$4.00 to \$4.50, the Transit Plus Subsidy Maximum will decrease by \$.50. Likewise, a fare decrease will lead to an increase in the Transit Plus Subsidy Maximum.

6.6 Transit Plus will pay a \$5 administrative fee for each Program Participant no show, only when the following conditions are met:

- The vehicle arrives at the designated pick up location within one hour of being dispatched;
- The vehicle location at the designated pick up location must be confirmed by GPS;
- The driver must have informed dispatch of the inability to locate the Program Participant;
- The driver must have made an attempt to locate the Program Participant and asked dispatch to call Program Participant;
- The driver must wait at the designated pick up location for 5 minutes after alerting dispatch of the Program Participant no show; and
- Program Participant no show information must be provided to Transit Plus and must include the following:
  1. Date of trip;

2. Program Participant name;
3. Pick up address;
4. Time vehicle was dispatched;
5. Time of vehicle arrival at pick up location;
6. GPS coordinates of vehicle at pick up location; and
7. Time trip was logged as a No Show.

Dispatch may not log a trip as a No Show unless the coordinates of the vehicle can be verified by GPS. The contractor must inform Transit Plus of all Program Participant No Shows. Transit Plus will inform the contractor if a Program Participant is to be suspended for excessive No Shows, and will inform contractor in the event a Program Participant is reinstated.

**7. AUDIT AND INSPECTION OF RECORDS**

- 7.1 The successful Contractor(s) shall permit the authorized representatives of MTS, after reasonable notice, to inspect and audit all data and records of the Contractor(s) pertaining to the performance of the terms and conditions of this contract for a period up to three (3) years after completion of the contract. The Contractor(s) shall also permit MTS to review and examine records of all other trips provided by the Contractor(s) within Milwaukee County but outside of this contract including, but not limited to, Title XIX and DVR programs.

**8. SITE INSPECTION**

- 8.1 MTS reserves the right to conduct site inspection to verify specification compliance prior to award.

**9. DELIVERY**  
(Not Applicable)

**10. NOTES**

- 10.1 Subcontracts and Third-Party Contracts
- 10.1.1 Assignment of any portion of the work by subcontract shall have the prior written approval of Transit Plus.
- 10.1.2 In the event of approved subcontractors, insurance shall be evidenced in the same coverages and amounts as required by the Contractor(s). Such evidence must be submitted to Transit Plus for approval prior to the use of any subcontractor. In the event that the approved subcontractor is unable to furnish proof of General and Automobile Liability coverages to the satisfaction of Transit Plus, the Contractor(s) shall endorse the subcontractor as an insured on the policies of the Contractor(s) and

provide to Transit Plus proof of such endorsement.

10.2 Changes to Agreement

10.2.1 Transit Plus may unilaterally, at any time, change or amend this agreement in a manner not materially affecting the substance thereof.

10.3 Interpretation, Jurisdiction, and Venue

10.3.1 This Agreement and other Agreement documents shall be construed and interpreted solely in accordance with the laws of the State of Wisconsin. Contractor(s) hereby consents and submits to the jurisdiction of the Milwaukee County Circuit Court of the State of Wisconsin for adjudication of any suit, right or cause of action arising under or in connection with this Agreement.

10.4 Severability (Invalid Provisions)

10.4.1 If any provision of the Agreement documents or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement documents and the application of such provisions to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

10.5 Independent Contractor

10.5.1 Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between MTS, Inc. or its successors or assigns and Contractor(s) or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor(s) is at all times acting and performing as an independent Contractor(s), duly authorized to perform the acts required of it hereunder.

10.6 Notices

10.6.1 Notices to MTS provided for in the Agreement shall be sufficient if sent by Certified or Registered Mail, postage prepaid addressed to:  
Milwaukee Transport Services, Inc.  
Attn: Materials Management Department  
1942 North 17<sup>th</sup> St.  
Milwaukee, WI 53205

## APPENDIX A

NTD YEAR 2015													
Carrier: American United Taxi	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Vehicles Operated in Maximum Service	34	33	30	34	33	33	35	27	38	33	32	30	38
Vehicles Available for Maximum Service	146	146	146	137	137	137	137	144	180	170	170	170	152
<b>Weekdays:</b>	22	20	22	22	21	22	23	21	22	22	21	23	261
Average Number of Vehicles in Operation	18.5	19.9	19.3	19.7	19.2	19.3	18.9	17.8	19.0	18.8	18.1	17.4	18.8
Average Daily Total Actual Vehicle Miles	875.1	964.2	951.3	955.9	935.6	979.4	927.7	877.5	943.6	926.1	864.0	819.1	918.3
Average Daily Total Actual Vehicle Hours	25.5	29.1	28.6	30.5	31.9	33.5	31.8	30.0	33.0	31.7	29.6	28.0	30.3
Average Daily Total Actual Revenue Miles	875.1	964.2	951.3	955.9	935.6	979.4	927.7	877.5	943.6	926.1	864.0	819.1	918.3
Average Daily Total Actual Revenue Hours	25.5	29.1	28.6	30.5	31.9	33.5	31.8	30.0	33.0	31.7	29.6	28.0	30.3
Average Daily Unlinked Passenger Trips	229.7	250.5	245.8	247.6	243.0	253.7	242.2	225.6	243.8	241.2	226.8	216.7	238.8
Average Daily Passenger Miles	875.1	964.2	951.3	955.9	935.6	979.4	927.7	877.5	943.6	926.1	864.0	819.1	918.3
<b>Saturdays:</b>	5	4	4	4	5	4	4	5	4	5	4	4	52
Average Number of Vehicles in Operation	15.8	18.1	15.4	16.0	17.2	15.8	15.4	14.1	14.3	14.7	13.1	15.3	15.4
Average Daily Total Actual Vehicle Miles	767.2	863.2	776.8	765.7	883.2	738.9	752.9	708.3	708.7	669.8	615.5	661.5	742.6
Average Daily Total Actual Vehicle Hours	22.2	25.7	23.1	24.5	30.2	25.5	26.5	24.6	24.4	22.8	21.2	22.7	24.4
Average Daily Total Actual Revenue Miles	767.2	863.2	776.8	765.7	883.2	738.9	752.9	708.3	708.7	669.8	615.5	661.5	742.6
Average Daily Total Actual Revenue Hours	22.2	25.7	23.1	24.5	30.2	25.5	26.5	24.6	24.4	22.8	21.2	22.7	24.4
Average Daily Unlinked Passenger Trips	210.2	227.8	201.3	207.5	231.8	203.0	200.3	193.0	190.0	182.0	170.5	183.3	200.4
Average Daily Passenger Miles	767.2	863.2	776.8	765.7	883.2	738.9	752.9	708.3	708.7	669.8	615.5	661.5	742.6
<b>Sundays:</b>	4	4	5	4	5	4	4	5	4	4	5	4	52
Average Number of Vehicles in Operation	12.8	10.8	13.6	12.6	13.4	14.2	13.5	14.1	14.2	12.7	11.7	12.1	13.0
Average Daily Total Actual Vehicle Miles	550.1	448.1	573.8	564.4	601.3	644.8	634.7	638.4	611.0	548.3	518.5	486.7	568.3
Average Daily Total Actual Vehicle Hours	16.4	13.0	17.8	18.6	21.4	22.5	22.4	22.3	21.3	19.0	18.1	17.1	19.2
Average Daily Total Actual Revenue Miles	550.1	448.1	573.8	564.4	601.3	644.8	634.7	638.4	611.0	548.3	518.5	486.7	568.3
Average Daily Total Actual Revenue Hours	16.4	13.0	17.8	18.6	21.4	22.5	22.4	22.3	21.3	19.0	18.1	17.1	19.2
Average Daily Unlinked Passenger Trips	142.5	119.5	157.2	150.5	153.4	163.3	162.8	168.0	164.3	147.0	136.8	128.8	149.8
Average Daily Passenger Miles	550.1	448.1	573.8	564.4	601.3	644.8	634.7	638.4	611.0	548.3	518.5	486.7	568.3
Weekday Trip Time (minutes)	6.7	7.0	7.0	7.4	7.9	7.9	7.9	8.0	8.1	7.9	7.8	7.8	7.6
Weekday Vehicle Miles	3.8	3.9	3.9	3.9	3.9	3.9	3.8	3.9	3.9	3.8	3.8	3.8	3.8
Saturday Trip Time (minutes)	6.4	6.8	6.9	7.1	7.8	7.5	7.9	7.7	7.7	7.5	7.5	7.4	7.3
Saturday Vehicle Miles	3.7	3.8	3.9	3.7	3.8	3.6	3.8	3.7	3.7	3.7	3.6	3.6	3.7
Sunday Trip Time (minutes)	6.9	6.6	6.8	7.4	8.4	8.3	8.3	8.0	7.8	7.8	8.0	8.0	7.7
Sunday Vehicle Miles	3.9	3.8	3.7	3.8	3.9	4.0	3.9	3.8	3.7	3.7	3.8	3.8	3.8
Weekday Trip Time (minutes)	6.7	7.0	7.0	7.4	7.9	7.9	7.9	8.0	8.1	7.9	7.8	7.8	7.6
Weekday Average Revenue Miles	3.8	3.9	3.9	3.9	3.9	3.9	3.8	3.9	3.9	3.8	3.8	3.8	3.8
Saturday Trip Time (minutes)	6.4	6.8	6.9	7.1	7.8	7.5	7.9	7.7	7.7	7.5	7.5	7.4	7.3
Saturday Average Revenue Miles	3.7	3.8	3.9	3.7	3.8	3.6	3.8	3.7	3.7	3.7	3.6	3.6	3.7
Sunday Trips Time (minutes)	6.9	6.6	6.8	7.4	8.4	8.3	8.3	8.0	7.8	7.8	8.0	8.0	7.7
Sunday Average Revenue Miles	3.9	3.8	3.7	3.8	3.9	4.0	3.9	3.8	3.7	3.7	3.8	3.8	3.8
Weekday Passenger Trips	5,053	5,009	5,408	5,448	5,103	5,582	5,571	4,737	5,364	5,306	4,762	4,984	62,327
Weekday Average Passenger Miles	3.8	3.9	3.9	3.9	3.9	3.9	3.8	3.9	3.9	3.8	3.8	3.8	3.8
Saturday Passenger Trips	1,051	911	805	830	1,159	812	801	965	760	910	682	733	10,419
Saturday Average Passenger Miles	3.7	3.8	3.9	3.7	3.8	3.6	3.8	3.7	3.7	3.7	3.6	3.6	3.7
Sunday Passenger Trips	570	478	786	602	767	653	651	840	657	588	684	515	7,791
Sunday Average Passenger Miles	3.9	3.8	3.7	3.8	3.9	4.0	3.9	3.8	3.7	3.7	3.8	3.8	3.8
<b>Quarterly WisDOT Reports</b>													
Trips	6,674	6,398	6,999	6,880	7,029	7,047	7,023	6,542	6,781	6,804	6,128	6,232	80,537
Average Weekday Trips	230	250	246	248	243	254	242	226	244	241	227	217	239
Passenger & Vehicle Miles	25,288	24,530	26,905	26,349	27,069	27,082	26,888	25,160	26,038	25,917	23,198	23,432	307,856
Revenue Miles	25,288	24,530	26,905	26,349	27,069	27,082	26,888	25,160	26,038	25,917	23,198	23,432	307,856
Passenger & Vehicle Hours	737	737	810	844	929	930	927	864	908	888	796	804	10,172
Revenue Hours	737	737	810	844	929	930	927	864	908	888	796	804	10,172
Quarterly Trips			20,071			20,956			20,346				19,164
Quarterly Vehicle Miles			76,723			80,500			78,086				72,547
Quarterly Revenue Miles			76,723			80,500			78,086				72,547
Quarterly Vehicle Hours			2,284			2,702			2,699				2,488
Quarterly Revenue Hours			2,284			2,702			2,699				2,488
			1st Qtr			2nd Qtr			3rd Qtr				4th Qtr
Wis 85-21 Semi-annual trips						41,027							39,510
Wis 85-21 Semi-annual Passenger & Vehicle Miles						157,223							150,633
Wis 85-21 Semi-annual Revenue Miles						157,223							150,633
Wis 85-21 Semi-annual Passenger & Vehicle Hours						4,986							5,186
Wis 85-21 Semi-annual Revenue Hours						4,986							5,186
Minutes						299,152							311,172
Wis 85-21 Average Passenger Miles						3.8							3.8
Wis 85-21 Average Trip Duration (minutes)						7.3							7.9
						1st half							2nd half
Sponsored (Funded) trips	511	581	562	530	481	528	484	429	493	434	454	394	5,881

NTD YEAR 2016													
Carrier: American United Taxi	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Vehicles Operated in Maximum Service	35	29	29	35	32	32	32	36	32	41	39	30	41
Vehicles Available for Maximum Service	170	170	170	170	170	170	170	170	170	180	180	180	173
<b>Weekdays:</b>	21	21	23	21	22	22	21	23	22	21	22	22	261
Average Number of Vehicles in Operation	17.4	18.2	18.3	19.0	18.5	17.8	18.5	18.3	18.5	19.6	18.7	18.6	18.5
Average Daily Total Actual Vehicle Miles	808.3	853.6	881.1	944.5	916.8	874.8	910.6	908.1	912.9	939.8	901.8	864.7	893.1
Average Daily Total Actual Vehicle Hours	27.7	29.1	30.0	32.2	31.3	30.4	31.2	31.1	31.5	32.6	31.8	30.0	30.8
Average Daily Total Actual Revenue Miles	808.3	853.6	881.1	944.5	916.8	874.8	910.6	908.1	912.9	939.8	901.8	864.7	893.1
Average Daily Total Actual Revenue Hours	27.7	29.1	30.0	32.2	31.3	30.4	31.2	31.1	31.5	32.6	31.8	30.0	30.8
Average Daily Unlinked Passenger Trips	208.9	227.6	230.0	242.2	233.3	222.6	232.3	235.3	237.7	243.5	233.6	229.4	231.4
Average Daily Passenger Miles	808.3	853.6	881.1	944.5	916.8	874.8	910.6	908.1	912.9	939.8	901.8	864.7	893.1
<b>Saturdays:</b>	5	4	4	5	4	4	5	4	4	5	4	5	53
Average Number of Vehicles in Operation	15.1	14.6	15.3	15.0	14.0	14.8	14.5	15.1	16.5	14.4	14.6	15.9	15.0
Average Daily Total Actual Vehicle Miles	641.0	713.7	749.6	715.1	669.6	727.2	733.6	666.8	756.0	697.5	708.6	660.4	703.3
Average Daily Total Actual Vehicle Hours	22.1	24.3	25.5	24.1	23.5	25.5	25.3	23.3	26.3	24.4	25.0	23.6	24.4
Average Daily Total Actual Revenue Miles	641.0	713.7	749.6	715.1	669.6	727.2	733.6	666.8	756.0	697.5	708.6	660.4	703.3
Average Daily Total Actual Revenue Hours	22.1	24.3	25.5	24.1	23.5	25.5	25.3	23.3	26.3	24.4	25.0	23.6	24.4
Average Daily Unlinked Passenger Trips	181.6	195.0	197.3	191.2	180.0	196.0	194.6	179.3	210.0	188.0	191.0	187.6	190.7
Average Daily Passenger Miles	641.0	713.7	749.6	715.1	669.6	727.2	733.6	666.8	756.0	697.5	708.6	660.4	703.3
<b>Sundays:</b>	5	4	4	4	5	4	5	4	4	5	4	4	52
Average Number of Vehicles in Operation	11.5	12.1	12.0	13.0	12.0	18.0	13.0	12.2	13.4	13.4	14.0	9.3	12.8
Average Daily Total Actual Vehicle Miles	488.3	500.4	543.4	541.0	527.6	631.1	575.3	553.7	627.7	549.1	556.3	448.3	545.2
Average Daily Total Actual Vehicle Hours	17.3	17.3	19.2	18.8	18.8	22.5	20.1	19.5	22.1	20.0	19.8	15.3	19.2
Average Daily Total Actual Revenue Miles	488.3	500.4	543.4	541.0	527.6	631.1	575.3	553.7	627.7	549.1	556.3	448.3	545.2
Average Daily Total Actual Revenue Hours	17.3	17.3	19.2	18.8	18.8	22.5	20.1	19.5	22.1	20.0	19.8	15.3	19.2
Average Daily Unlinked Passenger Trips	130.2	135.3	142.3	143.5	142.6	163.5	151.4	141.3	164.8	148.0	148.8	107.5	143.2
Average Daily Passenger Miles	488.3	500.4	543.4	541.0	527.6	631.1	575.3	553.7	627.7	549.1	556.3	448.3	545.2
Weekday Trip Time (minutes)	8.0	7.7	7.8	8.0	8.1	8.2	8.1	7.9	8.0	8.0	8.2	7.9	8.0
Weekday Vehicle Miles	3.9	3.8	3.8	3.9	3.9	3.9	3.9	3.9	3.8	3.9	3.9	3.8	3.9
Saturday Trip Time (minutes)	7.3	7.5	7.8	7.6	7.8	7.8	7.8	7.8	7.5	7.8	7.9	7.5	7.7
Saturday Vehicle Miles	3.5	3.7	3.8	3.7	3.7	3.7	3.8	3.7	3.6	3.7	3.7	3.5	3.7
Sunday Trip Time (minutes)	8.0	7.7	8.1	7.8	7.9	8.2	8.0	8.3	8.0	8.1	8.0	8.5	8.1
Sunday Vehicle Miles	3.8	3.7	3.8	3.8	3.7	3.9	3.8	3.9	3.8	3.7	3.7	4.2	3.8
Weekday Trip Time (minutes)	8.0	7.7	7.8	8.0	8.1	8.2	8.1	7.9	8.0	8.0	8.2	7.9	8.0
Weekday Average Revenue Miles	3.9	3.8	3.8	3.9	3.9	3.9	3.9	3.9	3.8	3.9	3.9	3.8	3.9
Saturday Trip Time (minutes)	7.3	7.5	7.8	7.6	7.8	7.8	7.8	7.8	7.5	7.8	7.9	7.5	7.7
Saturday Average Revenue Miles	3.5	3.7	3.8	3.7	3.7	3.7	3.8	3.7	3.6	3.7	3.7	3.5	3.7
Sunday Trips Time (minutes)	8.0	7.7	8.1	7.8	7.9	8.2	8.0	8.3	8.0	8.1	8.0	8.5	8.1
Sunday Average Revenue Miles	3.8	3.7	3.8	3.8	3.7	3.9	3.8	3.9	3.8	3.7	3.7	4.2	3.8
Weekday Passenger Trips	4,386	4,780	5,291	5,086	5,132	4,897	4,878	5,411	5,230	5,113	5,140	5,046	60,390
Weekday Average Passenger Miles	3.9	3.8	3.8	3.9	3.9	3.9	3.9	3.9	3.8	3.9	3.9	3.8	3.9
Saturday Passenger Trips	908	780	789	956	720	784	973	717	840	940	764	938	10,109
Saturday Average Passenger Miles	3.5	3.7	3.8	3.7	3.7	3.7	3.8	3.7	3.6	3.7	3.7	3.5	3.7
Sunday Passenger Trips	651	541	569	574	713	654	757	565	659	740	595	430	7,448
Sunday Average Passenger Miles	3.8	3.7	3.8	3.8	3.7	3.9	3.8	3.9	3.8	3.7	3.7	4.2	3.8
<b>Quarterly WisDOT Reports</b>													
Trips	5,945	6,101	6,649	6,616	6,565	6,335	6,608	6,693	6,729	6,793	6,499	6,414	77,947
Average Weekday Trips	209	228	230	242	233	223	232	235	238	243	234	229	231
Passenger & Vehicle Miles	22,620	22,782	25,436	25,575	25,485	24,678	25,667	25,769	25,618	25,969	24,900	24,118	298,617
Revenue Miles	22,620	22,782	25,436	25,575	25,485	24,678	25,667	25,769	25,618	25,969	24,900	24,118	298,617
Passenger & Vehicle Hours	779	778	869	872	876	860	883	887	887	907	879	840	10,318
Revenue Hours	779	778	869	872	876	860	883	887	887	907	879	840	10,318
Quarterly Trips			18,695			19,516			20,030			19,706	
Quarterly Vehicle Miles			70,838			75,738			77,053			74,987	
Quarterly Revenue Miles			70,838			75,738			77,053			74,987	
Quarterly Vehicle Hours			2,426			2,609			2,657			2,626	
Quarterly Revenue Hours			2,426			2,609			2,657			2,626	
			1st Qtr			2nd Qtr			3rd Qtr			4th Qtr	
Wis 85-21 Semi-annual trips						38,211						39,736	
Wis 85-21 Semi-annual Passenger & Vehicle Miles						146,576						152,040	
Wis 85-21 Semi-annual Revenue Miles						146,576						152,040	
Wis 85-21 Semi-annual Passenger & Vehicle Hours						5,035						5,283	
Wis 85-21 Semi-annual Revenue Hours						5,035						5,283	
Minutes						302,105						316,994	
Wis 85-21 Average Passenger Miles						3.8						3.8	
Wis 85-21 Average Trip Duration (minutes)						7.9						8.0	
						1st half						2nd half	
Sponsored (Funded) trips	337	371	394	410	293	309	317	259	276	257	258	244	3,725

NTD YEAR 2017													
Carrier: American United Taxi	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Vehicles Operated in Maximum Service	34	35	37	33	38	35	29	29	35	30	30	35	38
Vehicles Available for Maximum Service	180	180	180	180	180	180	180	180	180	180	180	180	180
<b>Weekdays:</b>	22	20	23	20	23	22	21	23	21	22	22	21	260
Average Number of Vehicles in Operation	18.7	19.9	18.5	19.1	19.3	19.0	17.7	18.1	18.9	18.8	19.0	18.7	18.8
Average Daily Total Actual Vehicle Miles	883.6	1,102.3	1,087.4	1,087.7	1,019.9	936.8	864.3	904.5	938.6	2,318.5	943.0	929.6	1,084.7
Average Daily Total Actual Vehicle Hours	30.6	33.6	31.7	32.1	32.2	32.3	30.0	31.6	34.2	86.0	35.1	34.3	37.0
Average Daily Total Actual Revenue Miles	883.6	1,102.3	1,087.4	1,087.7	1,019.9	936.8	864.3	904.5	938.6	2,318.5	943.0	929.6	1,084.7
Average Daily Total Actual Revenue Hours	30.6	33.6	31.7	32.1	32.2	32.3	30.0	31.6	34.2	86.0	35.1	34.3	37.0
Average Daily Unlinked Passenger Trips	228.9	251.1	234.9	240.7	242.3	237.8	221.0	229.6	239.4	584.0	238.7	237.1	265.8
Average Daily Passenger Miles	883.6	1,102.3	1,087.4	1,087.7	1,019.9	936.8	864.3	904.5	938.6	2,318.5	943.0	929.6	1,084.7
<b>Saturdays:</b>	4	4	4	5	4	4	5	4	5	4	4	5	52
Average Number of Vehicles in Operation	14.8	15.9	15.2	17.1	14.9	15.9	14.7	15.1	14.6	14.5	14.7	14.8	15.2
Average Daily Total Actual Vehicle Miles	598.4	840.0	790.0	943.4	835.9	769.2	687.1	756.4	747.0	1,654.5	680.8	720.8	835.3
Average Daily Total Actual Vehicle Hours	20.9	25.2	23.3	28.4	26.2	26.9	24.4	26.8	27.0	61.9	25.5	27.0	28.6
Average Daily Total Actual Revenue Miles	598.4	840.0	790.0	943.4	835.9	769.2	687.1	756.4	747.0	1,654.5	680.8	720.8	835.3
Average Daily Total Actual Revenue Hours	20.9	25.2	23.3	28.4	26.2	26.9	24.4	26.8	27.0	61.9	25.5	27.0	28.6
Average Daily Unlinked Passenger Trips	170.0	194.0	189.0	219.4	193.5	203.5	185.2	198.0	189.6	416.8	183.0	191.2	210.0
Average Daily Passenger Miles	598.4	840.0	790.0	943.4	835.9	769.2	687.1	756.4	747.0	1,654.5	726.5	720.8	839.1
<b>Sundays:</b>	5	4	4	5	4	4	5	4	4	5	4	5	53
Average Number of Vehicles in Operation	11.8	13.6	13.7	13.3	13.4	13.7	13.3	14.0	13.6	13.2	14.0	14.0	13.5
Average Daily Total Actual Vehicle Miles	477.0	699.8	690.8	660.4	667.7	613.2	575.0	635.7	621.1	1,031.6	552.2	584.5	650.7
Average Daily Total Actual Vehicle Hours	16.5	21.8	20.6	20.0	20.7	21.7	20.4	22.8	23.3	40.6	21.0	22.3	22.7
Average Daily Total Actual Revenue Miles	477.0	699.8	690.8	660.4	667.7	613.2	575.0	635.7	621.1	1,031.6	552.2	584.5	650.7
Average Daily Total Actual Revenue Hours	16.5	21.8	20.6	20.0	20.7	21.7	20.4	22.8	23.3	40.6	21.0	22.3	22.7
Average Daily Unlinked Passenger Trips	126.2	160.5	157.0	148.4	156.0	155.3	148.2	163.0	164.8	278.8	149.3	152.6	164.0
Average Daily Passenger Miles	477.0	699.8	690.8	660.4	667.7	613.2	575.0	635.7	621.1	1,031.6	552.2	584.5	650.7
<b>Weekday Trip Time (minutes)</b>	8.0	8.0	8.1	8.0	8.0	8.1	8.1	8.3	8.6	8.8	8.8	8.7	8.3
<b>Weekday Vehicle Miles</b>	3.9	4.4	4.6	4.5	4.2	3.9	3.9	3.9	3.9	4.0	4.0	3.9	4.1
<b>Saturday Trip Time (minutes)</b>	7.4	7.8	7.4	7.8	8.1	7.9	7.9	8.1	8.5	8.9	8.4	8.5	8.1
<b>Saturday Vehicle Miles</b>	3.5	4.3	4.2	4.3	4.3	3.8	3.7	3.8	3.9	4.0	3.7	3.8	3.9
<b>Sunday Trip Time (minutes)</b>	7.9	8.2	7.9	8.1	8.0	8.4	8.3	8.4	8.5	8.7	8.5	8.8	8.3
<b>Sunday Vehicle Miles</b>	3.8	4.4	4.4	4.5	4.3	4.0	3.9	3.9	3.8	3.7	3.7	3.8	4.0
<b>Weekday Trip Time (minutes)</b>	8.0	8.0	8.1	8.0	8.0	8.1	8.1	8.3	8.6	8.8	8.8	8.7	8.3
<b>Weekday Average Revenue Miles</b>	3.9	4.4	4.6	4.5	4.2	3.9	3.9	3.9	3.9	4.0	4.0	3.9	4.1
<b>Saturday Trip Time (minutes)</b>	7.4	7.8	7.4	7.8	8.1	7.9	7.9	8.1	8.5	8.9	8.4	8.5	8.1
<b>Saturday Average Revenue Miles</b>	3.5	4.3	4.2	4.3	4.3	3.8	3.7	3.8	3.9	4.0	3.7	3.8	3.9
<b>Sunday Trip Time (minutes)</b>	7.9	8.2	7.9	8.1	8.0	8.4	8.3	8.4	8.5	8.7	8.5	8.8	8.3
<b>Sunday Average Revenue Miles</b>	3.8	4.4	4.4	4.5	4.3	4.0	3.9	3.9	3.8	3.7	3.7	3.8	4.0
<b>Weekday Passenger Trips</b>	5,036	5,022	5,402	4,813	5,572	5,231	4,642	5,280	5,028	12,848	5,252	4,980	69,106
<b>Weekday Average Passenger Miles</b>	3.9	4.4	4.6	4.5	4.2	3.9	3.9	3.9	3.9	4.0	4.0	3.9	4.1
<b>Saturday Passenger Trips</b>	680	776	756	1,097	774	814	926	792	948	1,667	732	956	10,918
<b>Saturday Average Passenger Miles</b>	3.5	4.3	4.2	4.3	4.3	3.8	3.7	3.8	3.9	4.0	4.0	3.8	4.0
<b>Sunday Passenger Trips</b>	631	642	628	742	624	621	741	652	659	1,394	597	763	8,694
<b>Sunday Average Passenger Miles</b>	3.8	4.4	4.4	4.5	4.3	4.0	3.9	3.9	3.8	3.7	3.7	3.8	4.0
<b>Quarterly WisDOT Reports</b>													
Trips	6,347	6,440	6,786	6,652	6,970	6,666	6,309	6,724	6,635	15,909	6,581	6,699	88,718
Average Weekday Trips	229	251	235	241	242	238	221	230	239	584	239	237	266
Passenger & Vehicle Miles	24,218	28,206	30,935	29,774	29,473	26,140	24,461	26,371	25,929	62,782	25,860	26,048	360,197
Revenue Miles	24,218	28,206	30,935	29,774	29,473	26,140	24,461	26,371	25,929	62,782	25,860	26,048	360,197
Passenger & Vehicle Hours	839	860	906	884	928	904	854	924	946	2,344	957	967	12,313
Revenue Hours	839	860	906	884	928	904	854	924	946	2,344	957	967	12,313
<b>Quarterly Trips</b>			19,573			20,288			19,668			29,189	
<b>Quarterly Vehicle Miles</b>			83,358			85,386			76,762			114,691	
<b>Quarterly Revenue Miles</b>			83,358			85,386			76,762			114,691	
<b>Quarterly Vehicle Hours</b>			2,605			2,716			2,724			4,269	
<b>Quarterly Revenue Hours</b>			2,605			2,716			2,724			4,269	
			1st Qtr			2nd Qtr			3rd Qtr			4th Qtr	
<b>Wis 85-21 Semi-annual trips</b>						39,861						48,857	
<b>Wis 85-21 Semi-annual Passenger &amp; Vehicle Miles</b>						168,744						191,452	
<b>Wis 85-21 Semi-annual Revenue Miles</b>						168,744						191,452	
<b>Wis 85-21 Semi-annual Passenger &amp; Vehicle Hours</b>						5,321						6,993	
<b>Wis 85-21 Semi-annual Revenue Hours</b>						5,321						6,993	
<b>Minutes</b>						319,254						419,555	
<b>Wis 85-21 Average Passenger Miles</b>						4.2						3.9	
<b>Wis 85-21 Average Trip Duration (minutes)</b>						8.0						8.6	
						1st half						2nd half	
<b>Sponsored (Funded) trips</b>	225	226	247	265	224	199	160	206	216	221	209	174	2,572

APPENDIX B  
Excerpt from 2018 Rider's Guide

**Taxi Service**

Taxi service is available to ambulatory persons and wheelchair users who can transfer without assistance in and out of the taxi. Taxi service can be used if the rider does not require an accessible vehicle and can travel with minimal assistance. If a wheelchair user cannot independently transfer from the wheelchair to the back seat of a taxi, the rider should use Transit Plus van service for their transportation needs. Taxi service is limited to travel within Milwaukee County.

Taxi service is **non-ADA** curb-to-curb service. *Taxi Drivers are not required to assist riders to the door. Taxi Drivers do not telephone riders upon arrival, and are only required to wait five (5) minutes for passengers to come to the taxi. If a rider is not waiting, they may be considered a "No-Show".*

**Who to Call for Taxi Service**

ABC TAXI COMPANY  
(414) XXX-XXXX

Taxi service does not require an advance reservation. Individuals requiring a ride from a public place may not call ahead for a pick up time. They must call when they are ready to leave, unless there is a cab stand at the location.

Taxis can accommodate wheelchair users who can independently transfer to a seat and who use a collapsible mobility device.

Taxi service is same day service and wait times can vary depending upon the time of month, time of day, or season. Taxi availability is dependent upon overall demand for service in the community as a whole. When demand is high, wait times may be longer.

*Note: Requesting a specific vehicle type (Ex. sedan) will often increase wait times.*

**Information Needed by Taxi Company**

When Calling for a Taxi:

- Identify yourself as a Transit Plus client and provide your identification number and your phone number.
- Have a specific pick up and destination address for your ride.
- Specify the exact pick up location.
- Tell the reservationist if you have assistive devices such as a wheelchair, walker, or service animal.
- You **must** provide proper Transit Plus identification to the driver. **If you do not have your Transit Plus ID card you must pay the full taxi fare.**

### **Taxicab Fares**

*Taxi fares may cost more than \$4.00. Since taxicab trips are paid on a time and mileage-based meter charge, the entire cost of a taxicab trip may not be covered in full by the initial \$4.00 rider fare.*

*If the meter exceeds \$14.60, the rider is responsible for the initial \$4.00 fare, plus any amount in excess of \$14.60. Companions will be charged \$1.00 each, for every ride. Personal care attendants pay no fare. There is no charge for service animals.*

All taxi users must pay the initial \$4.00 fare using cash or a Transit Plus ticket. Fare tickets may only be used for the initial \$4.00 portion of the fare, and any amount owed after the meter reaches \$14.60 must be paid in cash. *Overage on the meter cannot be paid with Transit Plus tickets.*

*Note: A fare will be charged for each destination. Multiple stops are not allowed. Drive-thru trips are not allowed. You must contact the taxi company for a cab for each trip requiring a stop, and you must pay the rider fare for each trip.*

There may be an extra charge for packages and wait time.

Taxi fares may increase at the direction of the City of Milwaukee.

A documented pattern of calling for taxi rides, and then not being present when the vehicle arrives (considered a “no-show”) may result in a suspension of service and a fee charged to the client for reinstatement. Because Taxi Service is non-ADA service, the no-show policy may be more strictly enforced than for the ADA van service.

Attachment 1

**TRANSIT PLUS TAXICAB PUBLIC STANDS**

	Amtrak Station (Downtown)	433 W. St. Paul Ave.
	Bradley Center	1001 N. 4th Street
	General Mitchell Airport	5300 S. Howell Ave.
	Greyhound Bus	433 W. St. Paul Ave.
	Hilton (Downtown)	509 W. Wisconsin Ave.
	Hyatt (Downtown)	333 W. Kilbourn Ave.
	Midwest Express Center	400 W. Wisconsin Ave.
<b>+</b>	<b>Miller Park</b>	<b>1 Brewers Way</b>
	Park East Hotel	916 E. State Street
	Pfister Hotel	424 E. Wisconsin Ave.
<b>+</b>	<b>State Fair Park</b>	<b>8400 W. Greenfield Ave.</b>
<b>+</b>	<b>Summerfest</b>	<b>200 N. Harbor Drive</b>
	Wyndham Hotel	139 E. Kilbourn Ave.
<b>+</b>	<b><i>Seasonal Locations</i></b>	

**PROPOSAL PRICE SHEET**

**RFP MM-10-18 Same Day, On-Demand Services for Individuals with Disabilities.**

**VENDOR NAME:** \_\_\_\_\_

The undersigned bidder proposes to furnish the services herein described at and for the prices hereinafter named, according to specification and, if successful, hereby agrees to enter into an agreement with Milwaukee Transport Services, Inc.

**ITEM 1 Per-Trip Administration Fee paid by MTS to the Contractor (see Cost Agreement).**

Rate in Words \_\_\_\_\_ **per trip.**

Rate in Figures \_\_\_\_\_ **per trip.**

**SIGNATURE SHEET**

**CASH DISCOUNT:**

Cash invoice discount for payment of invoices following receipt and acceptance of goods or services \_\_\_\_\_% 30 days.

**DELIVERY:**

Price shall include delivery, FOB destination freight prepaid to Milwaukee Transport Services, Inc., 1525 W. Vine St., Milwaukee, WI 53205, unless otherwise noted in this bid.

**BY SIGNING THIS BID YOU ARE AGREEING WITH THE FOLLOWING STATEMENTS:**

1. This bid has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud.
2. This bid has been made with the understanding that no elected officer/employee of Milwaukee Transport Services, Inc., or Milwaukee County is interested therein, directly or indirectly.
3. The specifications for this bid have been read and understood.
4. Your company has never defaulted on any contract with Milwaukee Transport Services, Inc., or Milwaukee County.

In signing and submitting this bid, the bidder assures Milwaukee Transport Services, Inc., that the furnishing of the subject materials, services or equipment is under his/her control and accepts and has read all the Terms and Conditions of MTS, of this BID/RFP and all of its documents. If the bidder's performance, in the event he/she is successful is contingent upon the act of another party, the bidder assures MTS that he/she has the necessary commitments to complete the contract which may be awarded him/her.

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

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address of firm: \_\_\_\_\_

Signed per: (manual signature required) \_\_\_\_\_

Print name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**GENERAL DIRECTIONS  
AND  
TERMS AND CONDITIONS FOR  
REQUEST FOR PROPOSALS (RFP)  
08/23/2016**

**A. CERTIFICATIONS**

**THE FOLLOWING MUST BE SIGNED AND RETURNED WITH ALL RFPS**

1. Equal Employment Opportunity Certificate for contracts over \$20,000.
2. Designation of Confidential and Proprietary Information

**DESIGNATION OF  
CONFIDENTIAL AND PROPRIETARY  
INFORMATION**

The attached material submitted in response to Proposal No. \_\_\_\_\_ includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 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.

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 HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

This does not apply to proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)©, 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.

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

---

Name-Authorized Representative \_\_\_\_\_ Company Name \_\_\_\_\_

---

Signature-Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

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

**GENERAL DIRECTIONS FOR SUBMITTING PROPOSALS**

- 1. How to respond to Request for Proposals (RFPs):**  
All proposals shall be submitted and identified with the firm name and manually signed. Unsigned proposals shall not be considered.
  
- 2. How to amend a proposal before due date and time:**  
After a proposal has been filed and the offeror desires to amend the response, the offeror may do so before the due date and time by filing an amendment fully identified with the original proposal submitted by number, commodity and submission date. All of the conditions and provisions of the request for proposal (RFP) shall be in effect. This must be submitted before the date and time for receipt of proposals as set forth in the RFP.
  
- 3. Variations in Word and Figures**  
In case of variation between the amounts in words and figures, the amount prescribed in words will prevail.

**TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL**

**Calculation of time in days and hours shall exclude Saturdays, Sundays and major holidays.**

- 1. Negotiations**  
This is a negotiated procurement. Negotiations is a procedure that includes the receipt of proposals from offerors, permits bargaining and usually affords an opportunity to revise offers before award of contract. Bargaining - in the sense of discussion, persuasion, alteration of initial assumption and positions and give and take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract.
  
- 2. Binding Contract**  
A proposal received in response to a Request for Proposal (RFP) is an offer that can be accepted by Milwaukee Transport Services (MTS) to create a binding contract.
  
- 3. Right to Award Without Negotiations**  
MTS reserves the right to make an award on the basis of the original proposal, without negotiations with any offeror.
  
- 4. Award**  
In awarding a contract, price is but one factor to be considered, and award is not required to be made to the lowest responsive, responsible offeror. Award shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to MTS as determined by MTS, Materials Management.

Milwaukee Transport Services, Inc reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, Inc., the best interests of Milwaukee Transport Services, Inc. will be served thereby.

- 5. Trade Secrets**  
In the event sections of the response qualify as “trade secrets” as defined in Section

134.90(1) ©) of the Wisconsin State Statutes a written request for a pledge of confidentiality must be submitted with the response. Should MTS disagree with the respondents request for a pledge of confidentiality, the material so submitted will be returned to the respondent without evaluation. Therefore, MTS suggests that only those items that truly qualify as “trade secrets” be designated confidential.

**6. RFP Content**

All materials submitted with regard to this RFP shall become the property of MTS and may be returned only at MTS’s option.

**7. Oral Presentations**

MTS reserves the right to schedule oral presentations for any respondents as it sees fit. If a respondent is invited to make an oral presentation, MTS will provide guidelines for the presentation at the time the invitation is extended, and any invitee(s) will be given adequate notice of the scheduled presentation date.

**8. Defaulting Respondents Excluded**

No proposals will be accepted from any person, firm or corporation that has failed to perform faithfully any previous contract with MTS unless said person, firm or corporation has been reinstated on the eligible list of respondents by the Director of Materials Management.

**9. Delays in Delivery**

Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays deemed by the Director of Materials Management to be clearly and unequivocally beyond the contractor's control, will be recognized. The vendor may be relieved of meeting the delivery time specified if vendor files with the Director of Materials Management a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which upon verification by Director of Materials Management justifies such extension.

**10. Delivery Terms**

Proposals shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you. (Proposals stating "F.O.B., shipping point with transportation charges prepaid" or any other deviations will not be considered.)

**11. Taxes**

MTS is exempt from Federal Excise Taxes and Wisconsin State Sales Tax. Proposals shall be submitted without such taxes.

**12. Code of Ethics**

The Milwaukee County Code of Ethics states in part, "No person may offer to give to any Public official or employee or his immediate family, and no Public official or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees' vote, official actions or judgment would be influenced thereby."

No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract 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 9.15 unless an acceptance by an elected official would conflict with this section. The language in Section 9.05(2)(1) shall be included in all Request for Proposals (RFP) and bid documents.

**13. Funding - MTS Operating Contract**

If funds are not appropriated for payment of this contract, the Purchaser may terminate contract at the end of any fiscal year upon 30 days' written notice. MTS operates the transit system for, and under an agreement with, Milwaukee County, Wisconsin. All multi-year contracts / agreements with MTS are contingent upon Milwaukee County retaining MTS as the operator of the transit system. The continuation of this agreement beyond December 31 of any given year, shall be contingent upon MTS receiving the necessary funding from the government agency.

**14. Insurance**

The successful respondent agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of torts, statutes and benefits under Workers' Compensation claims as required by the State of Wisconsin, including Employers' Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts.

Type of Coverage	Minimum Limits
<b>Wisconsin Workers' Compensation</b>	Statutory or Proof of all States Coverage
<b>Employers' Liability</b> United States Longshoreman and Harbor Workers Compensation Act Coverage	\$100,000/\$500,000/\$100,000 If required by law
<b>Commercial General Liability</b> Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
(Incl. Personal, Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 General Aggregate
<b>Automobile Liability</b> Bodily Injury & Property Damage All autos-owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Occurrence  Per Wisconsin Statutes

MILWAUKEE TRANSPORT SERVICES, INC AND MILWAUKEE COUNTY, AS ITS INTEREST MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL & AUTOMOBILE LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE OF CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF THE NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED TO 1942 N. 17<sup>TH</sup> STREET, MILWAUKEE, WI 53205, FOR REVIEW AND APPROVAL BY MTS INC. FOR THE DURATION OF THIS AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" or better per Best's Key Rating Guide. Additional Information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to MTS Inc., if requested, to obtain approval of insurance requirements. Any deviations, including the use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to MTS Inc. for approval prior to the commencement of activities under this agreement.

**15. Intellectual Property Indemnification**

The successful respondent shall defend, at its expense, any action brought against MTS or Milwaukee County or their employees to the extent that it is based on a claim that the goods, services, or products provided in connection with this purchase order infringes any patent, trade secret, trademark, copyright, or other proprietary right. Successful respondent shall indemnify MTS and Milwaukee County for any costs, damages, and fees, including any costs, damages, and fees finally awarded against MTS and Milwaukee County, which are attributable to such claim, provided that MTS and Milwaukee County notifies successful respondent of the claim. MTS and Milwaukee County shall permit successful respondent, at successful respondent's sole discretion, to defend, compromise or settle the claim. MTS and Milwaukee County shall provide all available information, assistance and authority to enable Vendor to do so, provided successful respondent reimburses MTS and Milwaukee County for such activity.

**16. Indemnification Agreement**

The successful respondent shall indemnify and hold harmless Milwaukee Transport Services, Milwaukee County, their employees, agents and assigns, from any and all liability for damages on account of injury, including death, to persons, including employees of Milwaukee Transport Services or Milwaukee County, or for damage to property which actually or allegedly results from or actually or allegedly arises in connection with the performance of services or the furnishing of goods or products provided in connection with this bid. In addition, the successful respondent shall reimburse Milwaukee Transport Services, Inc. and Milwaukee County for all costs, expenses, including all costs of defense attorneys fees, and all other losses incurred by Milwaukee Transport Services, Inc. or Milwaukee County in connection with any claims, demands and causes of action, whether meritorious or not, which may be brought against Milwaukee Transport Services, Inc., Milwaukee County or their employees, agents or assigns, arising in whole or in part from goods, services or products provided or furnished for this bid.

**17. Independent Contractor**

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between MTS, Inc. or its successors and the Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

**18. Retention of Records**

Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment of this contract

**19. Audit of Records**

Contractor shall permit the authorized representative of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all data and records of Contractor

related to carrying out the contract for a period of up to three years after completion of the contract. If subcontracts and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime Contractor.

**20. Non-Discrimination**

The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer, layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for MTS to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 - Non Discriminatory Contracts.

**21. Disadvantaged Business Enterprise**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**22. Termination for Convenience**

MTS may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in MTS's best interest. The Contractor shall be paid its cost, 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 MTS to be paid the Contractor. If the Contractor has any property in its possession belonging to MTS, the Contractor will account for the same and dispose of it in the manner MTS directs.

**23. Termination for Default**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract 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, MTS 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 MTS 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, MTS 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.

**24. Opportunity to Cure**

MTS in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days 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 MTS' satisfaction the default or any other terms covenants, or conditions of this Contract within the thirty (30) days after receipt by the Contractor of written notice from MTS setting forth the nature of said default, MTS shall have the right to terminated the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude MTS from also pursuing all available remedies against the Contractor and its sureties for said default.

**25. Employee's Right to Know**

It is a direct condition of the terms of this proposal that if there be any toxic substances, materials, or infectious agents, the offeror shall supply copies of material safety data sheets in accordance with Wisconsin Statutes, Chapter 364.

**26. Written Change Orders**

Oral change orders are not permitted. No change in this contract shall be made unless the contracting officer gives his prior written approval therefore. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the contract and signed by the contracting officer.

**27. A. Protest to Award**

Calculation of time in days and hours shall exclude Saturdays, Sundays and major holidays.

1. All unsuccessful offers for a request for proposal shall be notified in writing by certified mail, return receipt requested or by fax machine transmission of the pending contract award. Protests to award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of notice. A copy of the fax transmission cover sheet, or the department's fax log, shall be conclusive proof of the time and date of receipt by the offeror.
2. A protest must be in writing and clearly state the reason for it. The Director of Materials Management shall review the protest and notify the protestor of a decision by certified mail, return receipt requested or by fax machine transmission within five (5) days. No contract shall be awarded while a protest is pending. A copy of the fax transmission cover sheet, or the department's fax log, shall be conclusive proof of the time and date of receipt by the offeror.
3. A protest that is untimely or fails to clearly state the reason for the protest is invalid. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed.

**B. Appeals to Purchasing Appeals Committee**

1. Except as provided in (A. 3.) Above, protest from the decision of the Director of Materials Management, shall be made to the Purchasing Appeals Committee by delivering a written request for appeal hearing both to the Materials Management Department and the Purchasing Appeals Committee within seventy-two (72) hours after the receipt of the Director of Materials Management's decision.

**2. Written appeals to the Purchasing Appeals Committee shall be addressed as follows:**

**Purchasing Appeals Committee  
C/O MTS Materials Management Department**

**1942 North 17<sup>th</sup> Street  
Milwaukee, WI 53205**

3. The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until final disposition of the protest.
4. The Chairperson of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing.
5. The Purchasing Appeals Committee shall affirm, reverse or modify the decision of the Director of Materials Management and its decision shall be final.

**28. Waiver of Irregularities**

MTS may waive informalities and minor irregularities in proposals received.

**29. Contract Continuation Clause:**

Contractor recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Contractor agrees that MTS, in its sole discretion, and by written notice to Contractor at least 90 days prior to contract expiration, may extend this Agreement for up to an additional 90 days. If so extended by MTS, Contractor shall continue to provide services under this Agreement, on the same terms as set forth in this Agreement. MTS may terminate any such extension by providing Contractor with 90 days' notice. Contractor further agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to any successor Contract.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the Targeted Business Enterprise (TBE) participation goal of to be determined. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory and MBE and WBE firms certified by the State of Wisconsin DOA. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the UCP or State of Wisconsin DOA prior to submission of proposal.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. For a non-certified firm proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. For a TBE firm proposing as Prime, the goal must be satisfied using only DBE firms and MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by certified sub-consultants.

### PROPOSAL CONSIDERATIONS

3. The County may reject your proposal if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the sub-consultant, sign the form, and have the TBE firm sign the form in the affirmation section prior to acceptance of your proposal by the County.
4. If awarded the contract, you will enter into a contractual agreement, directly or through sub-consultant, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your proposal. Copies of the executed agreements(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
  - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
  - b. One hundred percent (100%) for the work performed by a TBE sub-consultant. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE participation unless the work is performed by another TBE.
  - c. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
  - a. Terminate or cancel your contract, in whole or in part;
  - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
  - c. Withhold contract payments to cover shortfall; and/or
  - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



FIRM: \_\_\_\_\_ Project No: \_\_\_\_\_

**SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET**

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

**PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE**

Name	CERTIFICATION DBE, MBE, WBE or none	Address	Date Firm Established	Work or Service to be Performed

**Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.**



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

PROJECT No. \_\_\_\_\_ PROJECT TITLE \_\_\_\_\_

TOTAL CONTRACT AMOUNT (less allowances) \$ \_\_\_\_\_ TBE Goal: \_\_\_\_\_

Name & Address of TBE	Scope of Work Detailed Description	TBE Contract Amount	% of Total Contract

**Bidder/Proposer Commitment (To be completed by firm committing work to TBE)**

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.  
 Prime Contractor/Consultant \_\_\_\_\_ Phone \_\_\_\_\_, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

\_\_\_\_\_  
 Signature of Authorized Representative                      Name & Title of Authorized Representative                      Date

**TBE Affirmation (To be completed by TBE Owner/Authorized Representative)**

- I affirm that our company is certified as (check all certifications that apply)  
     \_\_\_\_\_ DBE by the Unified Certification Program certifying partners  
     \_\_\_\_\_ MBE by State of Wisconsin DOA  
     \_\_\_\_\_ WBE by State of Wisconsin DOA
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub) \_\_\_\_\_.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

\_\_\_\_\_  
 Signature of Authorized TBE Representative                      Name & Title of Authorized TBE Representative                      Phone Number                      Date

**FOR CBDP USE ONLY**

**Commitment number** \_\_\_\_ **of** \_\_\_\_ **Participation:** \_\_\_\_\_ **Project Total:** \_\_\_\_\_

\_\_\_\_\_  
 Signature                      Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Authorized Signature

Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH TBE

### **ADDITIONAL INFORMATION & REQUIREMENTS:**

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of participation will be found at the following link, and can be searched by Name and/or NAICS code.

<http://wisconsin.gov/Pages/doing-business/civil-rights/dbe/certified-firms.aspx>

The Directory of MBE and WBE firms certified by the State of Wisconsin DOA eligible for credit toward the satisfaction of participation will be found at the following link:

<http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.

3. **WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.

4. **SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.

5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBEs at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.

6. **TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to Milwaukee County's TBE Program, please contact:

**414.278.4751** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)

MILWAUKEE COUNTY – BIDDERS LIST FORM  
DOT ASSISTED CONTRACTS [49 CFR, Part 26]

49 CFR, Part 26 requires that all recipients of Federal Funds collect certain information from all bidders submitting responses to solicitations. To assist in the building of demographics for the area upon which reasonable and effective expectations of DBE opportunities may be based, all bidders are required to return this certificate with their offer. Any offer submitted that does not contain a completed copy of this form will be ruled as non-responsive and dropped from further consideration in the procurement process of the solicitation.

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

Firm Address: \_\_\_\_\_

\_\_\_\_\_

Firm Phone (\_\_\_\_) \_\_\_\_\_ Firm Email Address \_\_\_\_\_

Firm Fax: (\_\_\_\_) \_\_\_\_\_

**General Classification of Firm by Quantity of Employees:**

\_\_\_\_ Less than 10      \_\_\_\_ 11-50      \_\_\_\_ 51-100      \_\_\_\_ 101-500  
\_\_\_\_ 501-1000      \_\_\_\_ 1001-5000      \_\_\_\_ More than 5000

**General Classification of Firm in Age of Existence:**

\_\_\_\_ 0-5 years      \_\_\_\_ 6-10 years      \_\_\_\_ 11-50 years      \_\_\_\_ Over 50 years

**General Classification by Type:**

\_\_\_\_ Firm is a Small Business      \_\_\_\_ Firm is a Certified DBE  
\_\_\_\_ Firm is a Certified WBE      \_\_\_\_ Firm is not one of the above

**General Classification by Annual Gross Income:**

\_\_\_\_ The approximate annual gross income for this firm is less than \$100,000  
\_\_\_\_ The approximate annual gross income for this firm is \$100,000 - \$250,000  
\_\_\_\_ The approximate annual gross income for this firm is \$250,001 - \$500,000  
\_\_\_\_ The approximate annual gross income for this firm is \$500,000 - \$1M  
\_\_\_\_ The approximate annual gross income for this firm is \$1M - \$5M  
\_\_\_\_ The approximate annual gross income for this firm is greater than \$5M

**I certify this information is accurate to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE  
FOR  
MILWAUKEE COUNTY CONTRACTS**

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 BIDDER or CONTRACTOR or LESSEE or (other-specify) \_\_\_\_\_ (henceforth referred to as **VENDOR**), 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**

**VENDOR** certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability, 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.

**VENDOR** will post, in conspicuous places available to its employees, notices to be provided by the County setting forth the provisions 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**

**VENDOR** 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 persons with disabilities and other protected groups, at all levels of employment in all divisions of the seller, successful respondent or contractor's work force, where these groups may have been previously under-utilized and under-represented.

**Non-Segregated Facilities**

**VENDOR** 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**

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

## Reporting Requirements

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

### Affirmative Action Plan

**VENDOR** 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 one of the following: The Office of Federal Contract Compliance Programs, or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County - City Campus, 9<sup>th</sup> Floor, 2711 W. Wells Street, Milwaukee, Wisconsin 53208. If a current plan has been filed, indicate where filed and the year covered \_\_\_\_\_. Please provide proof of your AA Plan approval.

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

### Employees

**VENDOR** certifies that it has \_\_\_\_\_ employees in the Standard Metropolitan  
(No. of Employees)

Statistical Area (Wisconsin Counties of Milwaukee, Waukesha, Ozaukee and Washington) and  
\_\_\_\_\_ employees in total.

(Total No. of Employees)

### Compliance

**VENDOR** 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:

Name and Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

**WARNING:** An unsigned form shall be considered as a negative response.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name Here)

## False Claims Act Form

A recent amendment to the Federal Acquisition Regulation requires contractors to disclose violations of criminal law and the False Claims Act in connection with the award and performance of government contracts and subcontracts.

By signing this form, it assures Milwaukee Transport Services, Inc., that Contractors are subject to debarment and suspension from government contracting for knowingly failing to disclose such violations and overpayments on government contracts in a timely manner.

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

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address of firm: \_\_\_\_\_

Signed per: (manual signature required) \_\_\_\_\_

Print name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_