# REQUEST FOR PROPOSAL COVER SHEET Shared-Ride Taxi Service

<b>SOLICITATION NUMBER</b> (must be included
on all proposal documents that are submitted)

Whitewater SRT 2024-2028

THIS SOLICITATION CLOSES ON

October 11, 2023 no later than 1 pm

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

Attn: Director of Financial and Administrative
Services
312 W. Whitewater St
Whitewater, WI 53190
Rachelle Blitch
rblitch@whitewater-wi.gov
262-473-1380
312 W. Whitewater St
Whitewater, WI 53190
Door-to door, demand-responsive, advanced
reservation, shared-ride taxi service that is
made available to the general public as
detailed within the body of this RFP
document.

# SIGNIFICANT EVENTS/DATES

ISSUE DATE	09/11/2023
PRE-PROPOSAL CONFERENCE (OPTIONAL)	N/A
LAST DAY TO SUBMIT QUESTIONS	09/25/2023
PROPOSAL CLOSING DATE	10/11/2023
EVALUATIONS BEGIN	10/11/2023
EVALUATIONS COMPLETED	10/23/2023
ESTIMATEDCONTRACT AWARD DATE	11/16/2023
ESTIMATED CONTRACT START DATE	01/01/2024

There will not be a public opening for this RFP

# REQUEST FOR PROPOSALS TO PROVIDE SHARED-RIDE TAXI SERVICES

### In Whitewater, WI

# Issued By City of Whitewater

# Date Issued 09/11/2023

# Proposals must be submitted no later 10/11/2023, at 1 pm than

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

#### **SUBMITTING THE PROPOSAL**

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

Municipalities must select how they want proposals submitted. This could be though mail, or email

One original (identified as such) paper copy by mail

City of Whitewater Attn: Director of Financial and Administrative Services 312 W. Whitewater St Whitewater, WI 53190 Identify the outside of the proposal as "RFP Shared Ride Taxi." Include the pricing proposal in a separate sealed envelope identified as "Pricing Proposal." Include the pricing proposals

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# DEFINITIONS

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

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

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

#### 1.0 GENERAL INFORMATION

#### 1.1 General Description

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

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

#### 1.2 Contract Term

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

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

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

#### 1.3 Number of Contracts

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

# 1.4 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number **Whitewater SRT 2024-2028** and be directed to the agency Procurement Manager: **Rachelle Blitch.** 

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

#### 1.5 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$114,813) fund this contract, in whole or in part (Section 5311). **Applicable Federal clauses are set forth in Appendix I of the solicitation**.

#### 1.6 Contractor Selection

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

- Professional Competence The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements. This includes elements such as its personnel program (hiring/firing/retention), drug and alcohol program, handling of complaints, operations plan, and maintenance program.
- Capacity The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work. This includes elements such as its financial capability, any leasing

- or financing agreements, personnel (key personnel, dispatchers, drivers, etc.), fleet size and description, and record-keeping ability.
- 3. Experience The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
- 4. Price The competitiveness of the Vendor's prices.

# 1.7 Contract Term Price Options

Proposers must price **2** base year contract prices at the time of proposal submission in order to be considered for award. The price sheet submitted by the successful Proposer will be incorporated in the resultant contract as the contract's Pricing Schedule.

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

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

#### 1.8 Contract Modifications

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

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

# 1.9 Completeness and Validity of Offers

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

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

# 1.10 Correspondence Related to the Solicitation

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

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

#### 1.11 Reasonable Accommodations

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

#### 2.0 PRE-PROPOSAL CONFERENCE

City of Whitewater will not be hosting a pre-proposal conference.

#### 3.0 PROPOSAL SCHEDULE

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

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

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

Date	Event
09/11/2023	Issue Request for Proposals (RFP)

Date	Event
09/25/2023	Due date for submitting questions
10/02/2023	Issue written response to questions - Estimated
10/11/2023 1 PM CT	Due date for submitting Proposals - Late submissions will
	not be accepted
10/11/2023	Proposal Evaluation Starts - Estimated
10/16/2023	Oral presentations, as needed (1 hour each, if needed)
10/17/2023	Call for Best and Final Offers (if needed)
10/23/2023	Due date for submitting Best and Final Offers
11/15/2023	Final approvals for award - Estimated
11/16/2023	Notificaiton of Inent to Award - Estimated
11/16/2023	Issue "Notice to Proceed"- Estimated
01/01/2024	Contract Start Date – Estimated

#### 4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

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

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Vendors must respond to any questions and forms included throughout this RFP.
- B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating Proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For Proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.
- C. **Proposals received after the due date and time will be considered late Proposals and will not be accepted.** Reliance upon public carriers for delivery of Proposals is at the Offeror's risk. Proposals submitted via fax will <u>not</u> be accepted.
- D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The

- provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.
- E. The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package. The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

# 5.0 PROPOSAL FORMAT

#### 5.1 Proposal Format

Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in Part V of this RFP

A. Proposal will be typewritten, using a 12-point font (which is the size used in this RFP) on a standard 8 1/2" x 11" page format, not to exceed 50 pages single sided, including exhibits, in a three-ring binder, and accompanied by a cover letter on the Vendor's letterhead. Vendors must organize their Proposals so that they address each of the elements stated below in this Part V, Paragraph B, in the same order as listed in therein.

#### 5.2 Cover Letter

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

#### 6.0 CONTRACT DELIVERABLES

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

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing provided in the Proposal. Failure to meet any minimal deliverables may result in the disqualification of the Proposal. In the event no Vendor is able to meet individual specifications, the agency reserves the right to continue the review of Proposals and to select the Proposal that most closely meets the specifications detailed in this RFP.

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

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

#### 6.1 Minimum Qualifications

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

- A. Possess a fleet of at least \_\_3\_\_ vehicles of model year \_\_2017\_\_\_ or newer, and capable of carrying at least \_\_4\_\_ passengers and any baggage, including at least \_\_3\_\_ vehicles with no more than \_175,000\_ miles.
- B. Maintain and operate an automated dispatch and control system at a centralized office location, staffed **10** hours a day, seven (7) days a week, with a dedicated radio communications system between the dispatch office and vehicle operators.
- C. At least three (3) years prior organizational history in the ground transportation service industry providing on-demand, scheduled, or reservation-based services.
- D. Possess database software that tracks ridership and revenue activity and provides reports for such data which can be used for current and historical data purposes.

# 6.2 General Contractor Requirements

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

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

# 6.3 Specific Service Requirements

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

- A. The Municipality has the option by mutual agreement of the Municipality and the Supplier, to renew for an additional three (3), one-year options following the initial Base Contract term. If the Municipality does not intend to pursue an optional renewal, the Contractor will be notified, in writing, by the Municipality 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).
- B. Contract options will be exercised through issuance of a contract amendment/modification citing the option renewal period. Also see paragraph 6.24 titled Continuation of Service.

#### 6.4 Service Area

Service shall be provided within the City of Whitewater and within a 1 mile radius of the Municipality.

#### 6.5 Shared-Ride

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

#### 6.6 Service Standards

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

- A. The passenger pick-up window should be less than \_\_15\_ minutes from the time set between the passenger and dispatch. The Municipality should be advised when there are problems meeting the passenger response time requirement.
- B. Drivers will assist in loading and unloading of elders or persons with disabilities, and shall / are not required to assist in carrying their parcels or personal effects between the vehicle and the entrance to the business or home.

# 6.7 Hours of Service - Table 1

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

Monday	7:00	AM	to	7:00	PM
Tuesday	7:00	AM	to	7:00	PM
Wednesday	7:00	AM	to	7:00	PM
Thursday	7:00	AM	to	7:00	PM
Friday	7:00	AM	to	2:30	AM Saturday
Saturday	7:00	AM	to	2:30	AM Sunday
Sunday	7:00	AM	to	4:00	PM

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

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

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

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
12:00 AM						1	1
1:00 AM						1	1
2:00 AM						1	1
3:00 AM							
4:00 AM							
5:00 AM							
6:00 AM							
7:00 AM	2	2	2	2	2	1	1
8:00 AM	2	2	2	2	2	1	1
9:00 AM	2	2	2	2	2	1	1
10:00 AM	2	2	2	2	2	1	1
11:00 AM	2	2	2	2	2	1	1
12:00 PM	2	2	2	2	2	1	1
1:00 PM	2	2	2	2	2	1	1
2:00 PM	2	2	2	2	2	1	1
3:00 PM	2	2	2	2	2	1	1
4:00 PM	2	2	2	2	2	1	1
5:00 PM	1	1	1	1	1	1	
6:00 PM	1	1	1	1	1	1	
7:00 PM	1	1	1	1	1.0	1.1	
8:00 PM					1	1	
9:00 PM					1	1	
10:00 PM					1	1	
11:00 PM					1-	î	

# 6.9 Weekly Estimated Total Hours

A. The "total weekly-scheduled vehicle / driver hours" is:

i. \_\_\_**152**\_\_ hrs/wk. excluding holidays

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

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

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

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

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

- A. All fare levels are set and governed by the Municipality. In the event that the Contractor becomes aware of riders who are under other service programs that offer or present a different fare rate structure, the Municipality shall be immediately notified.
- B. The Contractor will not act upon or improvise the existing contract Fare Rate Structure unless the Municipality expresses in writing other rates to be acceptable to use.

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

#### 6.11 Available Vehicles

- A. The Contractor shall provide the suitable types of vehicles to perform the required services. The shared-ride taxi service requires a "minimum" of \_\_3\_ vehicles to be provided for service in accordance with Table 2, above.
- B. The "minimum" vehicle requirement for the Contractor may be reduced by the number of vehicles provided by the Municipality as follows:
  - a. The Municipality has \_\_\_2\_\_ minivans and \_\_\_1\_\_ mini-bus all accessible vehicles (with a wheelchair accessible ramp or lift) which may be leased to the Contractor at the rate of \$1 per vehicle per year.
- C. Any changes during the contract period involving the minimum number of vehicles required to be provided by the Contractor, or changes to the number of vehicles a Municipality provides may be subject to a negotiated change in the hourly rate of service.

# 6.12 Reservation Services/Radio Communications/Radio Equipment

- A. The Contractor shall be responsible for dispatching vehicles. Request for service by the general public may be made upon demand or up to 24 hours in advance. All radio communications must be compliant with FCC "narrow banding" requirements.
- B. The Contractor must provide phone reservation service, including access to a TDD (Telecommunication Device for the Deaf) system during the hours of service. The TDD system must be compliant with the ADA regulations. The Contractor must also make available to the city and the Wisconsin Department of Transportation the e-mail address and telephone number to contact the administration of the Contractor.
- C. The Municipality will not lease mobile radios or base station for the Contractor to be used only for the contracted service. See section 6.13 Maintenance of Leased Equipment of leased equipment will be addressed in a separate equipment lease agreement.

D. The Municipality cannot provide the necessary communication equipment, therefore the Contractor is responsible for providing the suitable types of equipment to perform the required communication services of this solicitation.

# 6.13 Maintenance of Leased Equipment

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

Name: Brian Neumeister

Phone: 262-458-2804

Email: bneumeister@whitewater-wi.gov

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

# 6.14 Contracted Personnel - Selection and Training

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

- B. The Contractor shall maintain up-to-date personnel records for the employees (i.e. drivers, dispatchers, mechanics, etc.) providing services under this contract.

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

#### 6.15 Insurance

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

Type of Coverage:	The or the state of	Amount of Coverage
Automobile Liability		
Bodily Injury, Per Accident	(\$500,000.00 minimum	\$500,000.00
Bodily Injury, Per Person	(\$250,000.00 minimum)	\$250,000.00

Property Damage	(\$250,000.00 minimum)	\$250,000.00
Combined Single Limit	(1,000,000.00 minimum)	\$1,000,000.00

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

# 6.16 Licensing

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

#### 6.17 Collected Revenues

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

# 6.18 Basis of Payment

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

# 6.19 Record Requirements

The Contractor shall maintain the following records which will be available to the Municipality and the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of six (6) years after the end of the contract year.

- A. **Driver's Logs** Drivers must maintain daily passenger and vehicle trip logs which shall include, but are not limited to, the following information:
  - a. Driver name and vehicle number;
  - b. Total daily passenger counts;
  - c. Passenger counts for each of the type of requests served daily and the actual arrival time at the pick-up point and at the destination;
  - d. If driver logs do not record actual hours, either change driver log and/or procedures or provide additional documentation such as detailed timesheets that accurately reflect actual hours of service.
  - e. Total number of passengers categorized by fare type and payment method. These amounts are totaled as the daily revenue by vehicle;
  - f. The daily mileage by vehicle should be recorded to the nearest mile; and
  - g. Package delivery revenues collected.
- B. **Dispatcher Records** Dispatcher logs are to be maintained daily. These logs shall include, but are limited to, the following information:
  - a. The name, address and telephone of the user requesting service;
  - b. The passenger destination and the requested arrival time at the destination;
  - c. Identification number of the vehicle responding to the taxi request;
  - d. Estimated passenger pick-up time; and
  - e. Package delivery requests.
- C. **Monthly Reports** The Contractor shall submit a monthly report to the Municipality which shall show the following information pertaining and relating to performing the required services:
  - a. Passenger trips;
  - b. Passenger revenue;
  - c. Package delivery revenue;
  - d. Total miles:

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

#### 6.20 Complaints

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

# 6.21 Promotion and Publicity

- A. The Contractor must be responsible for any promotion or publicity relative to the contract service. The Contractor shall expend funds for such promotion or publicity as approved by the Municipality.
- B. All promotion and publicity should be coordinated with the city to include general information regarding FTA Title VI Requirements regarding participants not to be excluded on the grounds of race, color or national origin. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice that sets forth the provisions of nondiscrimination laws.

#### 6.22 Contract Award Document

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

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

- PART I INDEX
- PARTS V GENERAL PROPOSAL SUBMISSION REQUIREMENTS
- PART VI SUBMISSION REQUIREMENTS
- PART VII CONTRACT DELIVERABLES
- PART VIII PROPOSAL CONTENT
- PART XI CONTRACT CLAUSES
- PART XIII REPRESNETATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS
- APPENDIX A PRICING PROPOSAL
- APPENDIX B PROPOSAL SIGNATURE PAGE

- APPENDIX C AFFIDAVIT OF NON-COLLUSION
- APPENDIX F DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
- APPENDIX G STANDARD TERMS AND CONDITIONS
- APPENDIX H SUPPLEMENTAL TERMS AND CONDITIONS
- APPENDIX I FEDERAL CLAUSES AND CERTIFICATIONS
- APPENDIX J BID OPPORTUNITY LIST
- APPENDIX K DRUG AND ALCOHOL TESTING
- APPENDIX L Vehicle Inventory and Fleet Maintenance
- APPENDIX M INSURANCE
- APPENDIX N RECORD KEEPING
- B. The Municipality will add to the above a cover page listing the parties entering into the contract agreement per this RFP along with a signature page to be signed by the authorized binding individuals from both parties.

#### 6.23 Contract Administration

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

Rachelle Blitch	
Director of Financial and Administrative Services	
rblitch@whitewater-wi.gov	
262-473-1380	

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

Brian Neumeister		
Streets, Parks, & Forestry Superintendent		
bneumeister@whitewater-wi.gov		
262-458-2804		

C. All invoices must identify the Contractor, SRT Services, Contract Number, and Date and shall be submitted in "Original" and 0 copies to

Jeremiah Thomas	
Accountant	

# 6.24 Continuation of Service (Option Years)

- A. Contract prices for the option years will be adjusted (escalated or de-escalated) based upon the average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items"). The CPI-U value is published by the BLS at its website: <a href="http://www.bls.gov/cpi/news.htm">http://www.bls.gov/cpi/news.htm</a>
- B. At the time of option exercise, prices for the option years will be adjusted (escalated or de-escalated) based upon the then current average annual change in the Consumer Index for "All Items" published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category "All Items").
- C. The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price. For the purpose of exercising service year options, WisDOT will recognize the change in CPI-U from August of the preceding year to August of the current contract year. This information becomes available in mid-September of each year. As a point of reference, the CPI-U twelve-month change from July 2022 to July 2023 was an increase of 3.3 percent.

Below is an *example* of a contract awarded with service to begin in 2016 with a fixed-price Hourly Service Rate (HSR) for the first two contract years:

Base Year HSR	\$24.00
CPI-U applied for 2018 is 1.9 percent	x 1.019 (actual)
change	
Option Year 1 HSR (Contract Year 3)	= \$24.46 (becomes new "base" price)
Year 3 Base HSR	\$24.46
CPI-U applied for 2019 is 2.7 percent	x 1.027 (actual)
change	

Option Year 2 HSR (Contract Year 4) =	\$25.12 (becomes new "base" price)
Year 4 Base Hourly Service Rate	\$25.12
CPI-U applied for 2020 is 1.7 percent	x 1.017 (actual)
change	
Option Year 3 HSR (Contract Year 5) =	\$25.55 (becomes final "base" price)

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

# 6.25 Assignment or Transfer

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

# 6.26 Termination of Agreement

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

#### 6.27 End of Contract Transition

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

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

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

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

#### 7.0 PROPOSAL CONTENT

Proposals must include the information listed below in the same order as listed below. With the exception of Section 7.6 Minimum Qualifications, each Offeror's response to these items will be

evaluated in accordance with the criteria stated in Section 7 of this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal. Any additional information shall be included in the 50 page limit for the proposal.

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

#### 7.1 Offeror Identification

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

# 7.2 Offeror's Legal Status

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

# 7.3 Chief Executive or Administrator of the Organization

Provide the name and contact information for this individual.

# 7.4 Offeror's Authorized Representative

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

# 7.5 Offeror's Business Function

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

# 7.6 Minimum Qualifications

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

#### 7.7 Service Background

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

#### 7.8 Service History

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

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

#### 7.9 References

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

#### 7.10 Key Personnel

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

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

#### 7.11 Volunteer Staff

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

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

#### 7.12 Paid Staff

Specifically discuss or describe:

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

# 7.13 Drug and Alcohol Testing

The successful Offeror shall:

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

# 7.14 Training

The proposal must:

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

# 7.15 Financial Stability Documentation

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

# 7.16 Vehicle and Fleet Management Capabilities

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

# 7.17 Fleet Description

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

# 7.18 Fleet Maintenance Program

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

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

# 7.19 Insurance Coverage

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

# 7.20 Record-Keeping

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

#### 7.21 Fleet

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

- Explain the rationale for the selected fleet in achieving the scheduled service requirements set forth in the Contract.
- State how the Offeror will ensure that these vehicles meet state and local safety standards.

 Detail how the Offeror plans to use and schedule its designated vehicles to provide service that meets the required scheduled service standards.

# 7.22 Operations and Reporting

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

# 7.23 Pricing Proposal

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

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

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

# 7.24 Bid Opportunity List - Bid Opportunity List

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

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

# 7.25 Federal Clauses for Federal Contracts – Appendix I

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

# 7.26 Additional Relevant Information

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

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

# 8.0 EVALUATION AND AWARD PROCESS

# 8.1 Evaluation Committee

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

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

#### 8.2 Preliminary Evaluation

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

# 8.3 Right to Reject Proposals

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

# 8.4 Scoring of Technical Proposals

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

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

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

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

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

If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information