

A REQUEST FOR PROPOSAL (RFP)

FOR:

Solicitation Number: OPFI RFP 01

The Feasibility of State-Sponsored Interstate Tolling in Wisconsin
WisDOT Project ID 0900-04-25

Issued by:

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
OFFICE OF POLICY, FINANCE AND IMPROVEMENT

Proposals must be submitted no later than
4:00 PM Central Daylight Time
October 2, 2015

LATE PROPOSALS WILL BE REJECTED

Issued August 28, 2015

TABLE OF CONTENTS

	Page No.
I. General Information	3
A. Introduction	3
B. Definitions	3
C. Scope/Project Description	3
D. Background	4
E. Deliverables	4
F. Procuring and Contracting Agency	6
G. Clarification of the Requirements	7
H. Calendar of Events	7
II. Preparing and Submitting a Proposal	7
A. General Instructions	7
B. Incurring Costs	7
C. Submitting the Proposal	8
III. Proposal Selection and Award Process	8
A. Evaluation Team	8
B. Preliminary Evaluation	8
C. Proposal Scoring	8
D. Price Proposal	9
E. Potential On-Site Presentation	10
F. Right to Reject Proposals and Negotiate Contract Terms	10
IV. General Proposal Requirements	10
A. Organization Capabilities	10
B. Staff Qualifications and Relevant Experience	10
C. Proposer References	10
V. Technical Requirements	10
A. General Tolling Resource Document	10
B. Feasibility of State-Sponsored Tolling of Wisconsin's Interstates	11
VI. General Performance Requirement	12
A. Overall Project Plan	12
VII. Contract Pricing	
A. Pricing	13
B. Sample Contract	13
C. Use of CARS	13

I. GENERAL INFORMATION

A. Introduction

This document provides interested parties with information to enable them to prepare and submit a proposal for the following tasks:

- Researching and writing a resource document on common tolling terms and concepts in the tolling and the tolling industry for a general audience.
- Researching and writing a policy document with recommendations on how to implement and operate tolling on Interstate Highways in Wisconsin, should the Wisconsin Legislature give authority to the Wisconsin Department of Transportation (WisDOT), or another body, to move forward with the implementation of state-sponsored tolling on Wisconsin's Interstate system.
- Conducting a study of the ability of the State of Wisconsin to generate net toll revenues to offset or partially offset the cost of operating, maintaining and funding needed improvements on Wisconsin's Interstate highways.

The Wisconsin Department of Transportation (WisDOT) plans to use the results of the study, in concert with other analysis, as part of the WisDOT's fulfillment of the requirements of Section 9145 (5f) of 2015 Wisconsin Act 55.¹

This Request for Proposal (RFP) is open to consultants who are **not** on WisDOT's Roster of Eligible Consultants as well as those who are.

B. Definitions

The following definitions are used throughout the RFP

- **WisDOT/Agency/Department** means the Wisconsin Department of Transportation
- **Proposer/vendor** means a firm submitting a proposal in response to this RFP
- **State** means State of Wisconsin
- **Consultant** means proposer awarded the contract
- **Digital copy** means electronic versions of a document compatible with Microsoft Office 2007, except where noted.

C. Scope/Project Description

WisDOT seeks a consultant to conduct a study to explore the feasibility of tolling Wisconsin's Interstate system either as a whole or as distinct systems (e.g., by geography or urban/rural classifications). The study should analyze the feasibility of tolling in Wisconsin in the context of publically-sponsored tolling, including quasi-public entities in which the state of Wisconsin would continue to own and maintain the infrastructure. Tolling in Wisconsin under public-private partnerships in which the infrastructure would be sold and/or leased to a private entity is outside the scope of this study.

Federal law has traditionally prohibited tolling of the Interstate system while utilizing other federal funds, with the exception of grandfathered toll facilities and pilot programs that allow tolling under limited circumstances. This feasibility study should assume that the current federal restrictions on tolling have been lifted.

¹ Section 9145(5f) of 2015 Wisconsin Act 55 directs the Wisconsin Department of Transportation to "... study methods of improving the solvency of the transportation fund, and no later than January 1, 2017, ... submit to the joint committee on finance a report detailing the use of funds allocated for this study, describing the study that was conducted, including the results and conclusion of the study, and making recommendations for statutory modifications needed to improve the solvency of the transportation fund."

The study should assume primary revenue collection methods using non-cash electronic technology that optimize the free flow of traffic. Secondary revenue collection alternatives should be considered that include and do not include cash options. The study should assume tolling only on existing Interstate Highway corridors and should not assess the designation or construction of new Interstate corridors.

All deliverables must be completed and finalized before November 4, 2016.

D. Background

Wisconsin's 743 miles on Interstate highway are the most valuable component of the state's transportation system. In 2013, prior to the conversion US 41 to Interstate 41, Wisconsin's interstate system (including the southeastern Wisconsin freeway system) composed less than 1 percent of the state roadway miles and carried 18 percent of all vehicle miles traveled. A map of Wisconsin's Interstates can be found in Attachment A.

In its January 2013 report to the Governor Walker and members of the Legislature, the 10-member Wisconsin Transportation Finance and Policy Commission listed a preferred funding package to address projected transportation financing needs. The Commission's preferred funding package did not discuss the potential that tolling revenues might play in addressing Wisconsin's future transportation funding needs. The Commission did note in the findings section of the report "...that the department should continue to monitor federal regulations that define the use of tolling and other restrictions that have inhibited Wisconsin's pursuit of this highway financing option."

Since the conclusion of the work of the Transportation Finance and Policy Commission, there is wide-spread discussion among members of Congress, as well as staff of the U.S. Department of Transportation, of the need to lift, or significantly lessen, the current federal restrictions on tolling.

Therefore WisDOT seeks to more thoroughly examine the role that tolling Wisconsin's Interstate system might play in addressing Wisconsin's transportation funding needs.

E. Deliverables

Task 1 - General Tolling Resource Document

Based on readily available data and public sources, the consultant shall research, compile and synthesize available technical and policy-oriented information to produce a balanced resource document for a general audience highlighting the potential for and drawbacks of tolling and the toll industry. Illustrations should be included where appropriate. Topics covered should, at a minimum, include relevant history of tolling in the United States, basic tolling concepts and common terms, including design and technology, potential for traffic management, financing and pricing concepts, the selection of tolling projects, the limitations and risks of feasibility studies, current federal tolling restrictions and pilot programs.

A key component of the resource document will be a review the experience of other states with respect to the recent or planned construction of toll facilities, use of toll financing, and policy-related considerations. The latter should include a summary of enabling state legislation, project selection processes and an explanation of various tolling governance/administrative models, including key staff and use of consultants in the selected states including related administrative resources. The discussion of tolling in other states need not be a 50-state survey, but rather should represent a balance of perspectives, highlighting successes as well as failures/lessons learned.

Based on the review and comments of draft deliverable by WisDOT, consultant will finalize the draft deliverables.

Deliverable Items:

- Draft of general tolling resource document – digital copy
- Final general tolling resource document – digital copy and 10 spiral-bound paper copies

Task 2 – The Feasibility of State-Sponsored Tolling of Wisconsin’s Interstates

This study will have two components:

- Part I – Policy Considerations in Wisconsin
- Part II – Revenue Analysis: Potential for Revenue from Tolling Wisconsin’s Interstates

Part I – Policy Considerations in Wisconsin

This Wisconsin-specific report should discuss the policy and operational issues that would need to be addressed by decision-makers should all or a portion of Wisconsin’s Interstate system be converted to toll facilities and make recommendations to address these issues. Portions of the Interstate system could include consideration of geography, urban/rural classification, special lanes, or any combination of these.

The report should provide a detailed discussion of the steps and corresponding conceptual timeline that the State of Wisconsin could undertake should the Wisconsin Legislature — at some future date — give authority to WisDOT, or another body, to move forward with the implementation of state-sponsored tolling on Wisconsin Interstate highways.² At a minimum, this analysis must accomplish the following:

- Provide short individual summaries of prior Wisconsin tolling studies highlighting the strengths and weaknesses each study.
- Propose specific state statutory language and administrative rule(s) that would be required to authorize and implement tolling of the Wisconsin Interstate system.
- Recommend a governing/organizational structure for a tolling authority/entity in Wisconsin, or for multiple entities if appropriate. Recommendations should include powers of the authority/entity, legal authority of the entity as it relates to user compliance, costs to operate the authority/entity, professional qualifications of key personnel, overall staffing needs and other factors as deemed necessary.
- Provide a detailed discussion of the issues to be addressed and the key decisions to be made in order to physically construct necessary tolling infrastructure on Wisconsin’s Interstate system based on non-cash electronic technology with alternatives for cash option and non-cash option.
- Provide recommendations for interoperability of a Wisconsin system with tolling systems in other states.
- Identify recommended implementation steps and identification of other mitigating issues for converting non-tolled facilities to tolled facilities.

The analysis is not limited to the factors indicated above. It is expected that proposers will include a thorough discussion of additional policy issues as they are identified in the course of

² The only existing authority to toll in Wisconsin is granted to counties, towns, villages or cities for the purposes of establishing tolls on bridges over interstate waters as provided in s.86.21, Wis. Stats. Currently, this authority is not exercised.

the study and provide recommendations relevant to Wisconsin.

Based on the review and comments of draft deliverable by WisDOT, consultant will finalize the draft report.

Specific Deliverables:

- Draft policy considerations report – digital copy and paper copy
- Final policy considerations report – digital copy and 10 spiral-bound paper copies

Part II – Revenue Analysis: Potential for Revenue from Tolling Wisconsin’s Interstates

The analysis should evaluate the ability of the State of Wisconsin to generate net toll revenues to partially cover or entirely offset the cost of operating, maintaining and funding needed improvements on Wisconsin’s Interstate and/or Interstate subsystems, as well as the cost of a proposed physical tolling infrastructure and an administrative entity. The analysis should consider the Interstate as a whole as well as portions of the Interstate (such as by geography, urban/rural classification, and/or special lanes) as determined by the consultant’s analysis. At a minimum the analysis should accomplish the following:

- Propose a non-cash electronic technology for primary toll collection and estimate the costs of constructing, equipping and maintaining such a system, including both roadway and in-vehicle needs.
- Propose secondary toll collection methods that would include alternatives for cash and non-cash collection and estimate the costs of construction and operation.
- Estimate the cost of the administrative tolling entity(ies) proposed in Part I.
- Estimate the costs of operating and maintaining the Wisconsin Interstate system.
- Estimate the range of revenues from both primary and secondary collection.
- Estimate the projected compliance of system users, along with net costs or revenues associated with compliance activities by the tolling agency.
- Estimate the incremental costs and revenues associated with developing interoperability with other states as identified in Part I.
- Discuss the limitations and risks of the analysis(es).

The analysis should be of sufficient precision to identify the potential for net revenues on both a statewide basis and for individual geographic or system-level subdivisions as recommended by the analysis.

Based on the review and comments of draft deliverables by WisDOT, consultant will finalize the draft deliverables.

Specific Deliverable Items

- Draft report of the assessment - digital copy and paper copy
- Final report of the assessment - digital copy and 10 spiral-bound paper copies

F. Procuring and Contracting Agency

This RFP is issued by the Wisconsin Department of Transportation which is the sole point of contact for the State of Wisconsin during the selection process. The person responsible for managing the procurement process is Daniel Yeh, Office of Policy, Finance and Improvement.

The contract resulting from this RFP will be administered by the Wisconsin Department of Transportation, Office of Policy, Finance and Improvement. The contract administrator will be Daniel Yeh, Office of Policy, Finance and Improvement.

G. Clarification of the Requirements

Submit questions about this RFP to Daniel Yeh at Daniel.Yeh@dot.wi.gov by 8 a.m. CDT September 11, 2015. Failure to include the project ID may prevent the question from being answered. No phone calls about the project will be accepted. Proposers must direct questions about this RFP only to this contact and not to any other staff or agent of WisDOT. Answers to and the original questions (without identifying the requester) will be published on the WisDOT’s Special Consultant Notices Web page at <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/notices/default.aspx> by 5 p.m. CDT on September 18, 2015. The source person or firm will not be identified in the publication.

H. Calendar of Events

Listed below are specific and estimated times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by WisDOT. In the event that WisDOT finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP on WisDOT’s Special Consultant Notices Web page at <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/notices/default.aspx>. There may or may not be a formal notification issued for changes of the estimated dates and times.

Date	Event
8/28/15	RFP issuance date
9/11/15	Last date for proposers to submit clarifying questions
9/18/15	Last day for WisDOT to post answers to questions and amendments, if any
10/2/15	Proposals due by 4:00 pm CDT
Week of 10/26/15	Presentations/Interviews, if needed (estimated date)

II. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

The evaluation and selection of a consultant will be based on the information submitted in the proposal plus references. The final selection may also include the results of presentation made by the top scoring proposers to members of the evaluation committee at Hill Farms State Office Building, 4802 Sheboygan Avenue, in Madison, WI.

Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.

B. Incurring Costs

The State of Wisconsin is not liable for any cost incurred by proposers in responding to this RFP or for the on-site presentation, should it be scheduled.

C. Submitting the Proposal

Proposers must submit via email all materials required for acceptance of their proposal by 4:00 p.m. CDT on October 2, 2015.

Daniel Yeh
Office of Policy, Finance and Improvement
Wisconsin Department of Transportation
Daniel.Yeh@dot.wi.gov

Proposals must be received via email at the address above. Proposals may not be sent in by facsimile machine, hard copy or any other manner, other than email. The total combined size of the files must not exceed 10 megabytes.

RFP Package - each proposal must include the following three elements:

- A cover letter on the proposer's letterhead in Adobe PDF format.
- A proposal in Adobe PDF format containing detailed and written responses to each of the requirements in Section IV - VI and in the order listed. The proposal must be typewritten on a standard 8 ½" x 11" page format not to exceed 40 pages single sided, including exhibits and attachments with the exception of the price proposal attachment as described below.
- A separate price proposal. The contents of the price proposal are not to be disclosed or revealed elsewhere within the submitted RFP package or cover letter. The price proposal submission should be submitted using the price proposal form found in Attachment B. Proposers must submit both an Adobe PDF and a Microsoft Excel version of the price proposal form.

III. PROPOSAL SELECTION AND AWARD PROCESS

A. Evaluation Team

The State's evaluation team will consist of members who have been selected because of their special expertise in procurement of the product(s) and/or service(s) which are the subject of this RFP and because of their knowledge of the State's requirements for these product(s) and/or service(s). Proposers may not contact members of the evaluation team except at the State's request.

B. Preliminary Evaluation

The proposals will first be reviewed to determine if all requirements are met. Failure to meet all requirements may result in the proposal being rejected.

C. Proposal Scoring

Accepted proposals will be reviewed by the evaluation committee and scored against the evaluation criteria below. The evaluation committee's scoring will be tabulated and proposals ranked based on the numerical scores received. The proposers of the top scoring proposals may be contacted to make an on-site presentation to the evaluation team.

Evaluation Criteria

The criteria and maximum points to be used for evaluating the RFP are stated below.

	Maximum Points
General Proposal Requirements - Section IV	
A. Organizational Capabilities	10
B. Staff Qualifications	10
Technical Requirements - Section V	
A: General Tolling Resource document	10
B: Part I - Policy Considerations in Wisconsin document	20
B: Part II - Revenue Analysis: Potential for Revenue from Tolling Wisconsin Interstates - analysis and report	30
Performance Requirements - Section VI	
A. Overall Project Plan	5
Price	
Total price for individual components	15
Subtotal of Initial Evaluation	100
Oral presentation by top scoring proposers from initial evaluation, if required	
	50
TOTAL	150

D. Price Proposal

The price proposal will be scored separately using the following formula:

$$\text{Price Score} = \frac{\text{Lowest contract price submitted among responsive proposers}}{\text{Proposer's contract price}} \times \text{maximum points awarded}$$

The proposer's price score will be calculated by dividing the lowest total contract price submitted by any responsive proposer by the proposer's total contract price, with the resulting number then multiplied by the maximum number of points possible for that component. Points will be rounded up to the nearest whole number.

For example, if the lowest total price submitted among responsive proposers was \$5 by Proposer A and Proposer B submitted a total price of \$6, Proposer B would be awarded 12 points and Proposer A would be awarded 15 points.

$$\text{Price Score} = \frac{\$5}{\$6} \times 15 \text{ maximum points} = 12.4 \text{ points}$$

Rounding to the nearest whole number = 12 points would be awarded to Proposer B.

E. Potential On-Site Presentation

The proposers of the top scoring proposals may be contacted to make a presentation to the evaluation team on-site at the Hill Farms State Office Building, 4802 Sheboygan Avenue in Madison, WI. The on-site presentations are tentatively scheduled for the week starting Monday, October 26, 2015.

F. Right to Reject Proposals and Negotiate Contract Terms

The agency reserves the right to reject any and all proposals. The agency reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the agency may negotiate a contract with the next highest scoring proposer.

IV. GENERAL PROPOSAL REQUIREMENTS

A. Organization Capabilities

- At a minimum, the organization should have at least three years of experience performing similar services. Be sure to address this requirement in this section.
- Describe the firm's experience and capabilities in providing similar services.
- Be specific and identify projects/contracts: description of work, dates, location, and results.

B. Staff Qualifications and Relevant Experience

- At a minimum, key staff should have at least three years of experience performing similar services. Be sure to address this requirement in this section.
- Use Attachment C – Key Staff Qualifications to identify key staff in the organization/company, or sub-consultants, which will be assigned to fulfill the contract requirements. Use the format provided to complete for each key staff member who will be assigned to fulfill the requirements. You may copy and paste the format to additional tabs/worksheets in the workbook as necessary, however do not reformat the form itself. Be sure to provide an Adobe Acrobat version of each tab/worksheet in the RFP proposal submitted

C. Proposer References

Proposers must include in their response to the RFP a list of no more than three organizations and/or clients with whom the proposer has done business in the last five years similar to that required by this solicitation. References are required for proposer's subcontractors/subconsultants accountable for 40 percent of the proposed budget. Information provided includes contact name, address, telephone number and email address, which can be used as references for work performed in the area of service required. Complete Attachment D – Reference Sheet will be considered the response to this section. Note: potential sub-consultants or WisDOT staff cannot be references.

WisDOT will determine, which if any, references to contact to assess the quality of work performed, the personnel assigned to the project. The proposer will not be present during any reference checks. WisDOT may also utilize other pertinent sources of information regarding the services provided by the proposer. Selected organizations will be contacted to determine the quality of the work performed and personnel assigned to the project.

V. TECHNICAL REQUIREMENTS

A. General Tolling Resource Document

Provide the proposed approach to researching and writing a tolling resource document for a general audience. List the states the study will highlight and describe how they will fulfill the

needs of the analysis.

Provide a detailed outline, with descriptive comments, of the document that will be delivered at the completion of the general tolling resource document.

Provide a detailed project plan for researching and writing a general tolling resource document in the form of a Gantt chart with supportive notes and includes at a minimum:

- Detailed activities (e.g., key meetings, milestones)
- Proposer's resources to be assigned to each activity and the level of effort
- Any dependences between the activities
- Anticipated involvement of WisDOT resources (e.g., data, models or staff)
- Any underlying assumptions

B. Feasibility of State-Sponsored Tolling of Wisconsin's Interstates

Part I - Policy Considerations in Wisconsin

Provide the proposed approach to researching and writing a policy considerations document specific to Wisconsin. List the policy issues to the study will address and the approach to developing recommendations specific to Wisconsin.

Provide a detailed outline with descriptive comments, for the report that will be delivered at the completion of the Wisconsin specific policy considerations report.

Provide a detailed project plan for researching and writing a Wisconsin-specific policy considerations document in the form of a Gantt chart with supportive notes and includes at a minimum:

- Detailed activities (e.g., key meetings, milestones)
- Proposer's resources to be assigned to each activity and the level of effort
- Any dependences between the activities
- Anticipated involvement of WisDOT resources (e.g., data, models or staff)
- Any underlying assumptions

Part II – Revenue Analysis: Potential for Revenue from Tolling Wisconsin's Interstates

Provide the proposed approach to conducting an analysis for the potential for revenue from tolling Wisconsin's Interstates. The proposal must:

- Describe the level of analysis to be undertaken.
- Identify the data to be used and how the data would be used to determine future traffic trends.
- Propose the timeframe or range of timeframes of the analysis.
- Describe the approach to traffic forecasting and toll sensitivity analysis and how it will examine the relationship between a range of toll levels and traffic demand and account for diversion of traffic. Identify the tools to be used in the analysis and indicate if the tools can be transferred to WisDOT for its on-going use.
- Describe the approach to assessing and recommending whether tolling would be implemented on all or portions of the Interstate system in Wisconsin.

- Describe the approach to assessing and recommending the type of toll collection system. Describe what factors you will examine when recommending a toll collection system.
- Describe the methodology for providing cost estimates for any required physical structures and administrative entities related to the implementation of tolling.
- Describe the methodology for determining the costs of operating and maintaining Wisconsin's Interstates
- Describe the methodology for estimating the compliance of system users, along with the net costs or revenues associated with compliance activities of the tolling entity.
- Describe the methodology for estimating the incremental costs and revenues associated with developing interoperability with other states as identified in Part I.
- Describe the methodology for identifying and addressing the limitations and risks of the analysis.

Provide a detailed outline, with descriptive comments, for the report that will be delivered at the completion of the analysis.

Provide a detailed project plan for the analysis in the form of a Gantt chart with supportive notes and includes at a minimum:

- Detailed activities (e.g., key meetings, milestones)
- Proposer's resources to be assigned to each activity and the level of effort
- Any dependences between the activities
- Anticipated involvement of WisDOT resources (e.g., data, models or staff)
- Any underlying assumptions

VI. General Performance Requirement

A. Overall Project Plan

Provide a high-level, overall project plan in the form of a Gantt chart with explanatory notes that includes key milestones from the technical requirements A-B in Section V. The project plan must be such that all deliverables must be completed and finalized before November 4, 2016.

- Detailed activities (e.g., key meetings, milestones)
- Proposer's resources to be assigned to each activity and the level of effort
- Any dependences between the activities
- Anticipated involvement of WisDOT resources (e.g., data, models or staff)
- Any underlying assumptions
- Adequate review time by WisDOT

VII. CONTRACT PRICING

A. Pricing

Prepare and submit a contract bid price using Attachment B – Price Proposal. Proposer will provide rates, estimated hours and total computed cost broken down for each of the required components of the study listed below:

- General Tolling Resource Document
- Feasibility of State-Sponsored Tolling of Wisconsin's Interstates
 - Part I – Policy Considerations
 - Part II – Revenue Analysis: Potential for Revenue from Tolling Wisconsin's Interstates

The hourly rates will become the contract pricing and will be used as a basis of payment for all work done by that resource.

B. Sample Contract

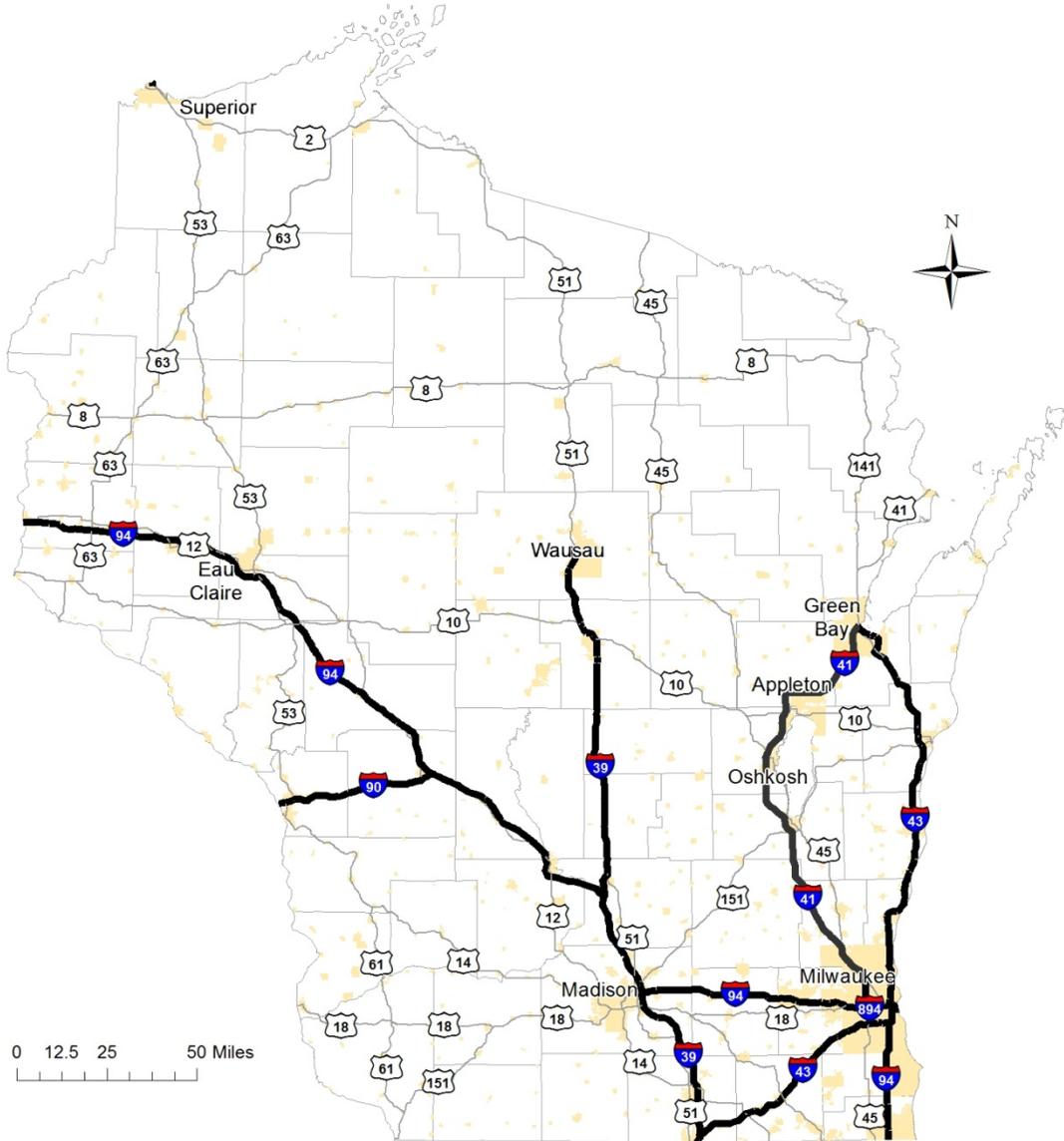
A contract will be made and entered into by and between the Department and the consultant for those services described in this proposal using the WisDOT Specialty Services Contract, including the standard contract provisions. A sample is found in Attachment E.

C. Use of CARS

The consultant will submit invoices using the Department's Contract Administration Reporting System (CARS). Information on using CARS can be found at <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/contracts/cars.aspx>.

Invoices shall be submitted for payments not more than once per month during the progress of the services.

Attachment A – Map of Wisconsin Interstates



Attachment B-Price Proposal			Task 1		Task 2 - Part I		Task 2 - Part II		Totals	
WisDOT Solicitation OPFI-01 Date: Proposer Name: _____			General Tolling Resource Document		Policy Consideration in WI		Revenue Analysis			
A. Labor										
Name	Role in Study	Rate*	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
		\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
		\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
		\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
		\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
				\$ -		\$ -		\$ -	0.0	\$ -
(List all as appropriate to proposal)				\$ -		\$ -		\$ -	0.0	\$ -
A. Subtotal - Labor			0.0	\$ -	0.0	\$ -	0.0	\$ -	0.0	\$ -
B. Direct Expenses										
Travel							\$ -			\$ -
Shipping				\$ -		\$ -		\$ -		\$ -
Outside graphics & copying				\$ -		\$ -		\$ -		\$ -
Teleconferencing				\$ -		\$ -		\$ -		\$ -
(List as appropriate to proposal)										\$ -
B. Subtotal - Direct Expenses				\$ -		\$ -		\$ -		\$ -
C. Subcontractors										
List as appropriate										
				\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -
				\$ -		\$ -		\$ -		\$ -
C. Subtotal - Subcontractors				\$ -		\$ -		\$ -		\$ -
D. Total Fixed Price by Task = subtotal A + subtotal B + subtotal C)				\$ -		\$ -		\$ -		
E. Grand Total Fixed Price										\$ -

* should include all overhead, etc.

Attachment C-Key Staff Qualifications

Identify key staff your organization/company will assign to fulfill the contract requirements. Use the format provided for each key staff member who would be assigned to fulfill contract requirements. You may copy and paste format to add additional staff. Additional space may be added to respond as needed, but do not reformat or change the categories.

Key Staff Name: _____

Position Title relative to this project: _____

Role in Project outlines in this RFP: _____

Percentage of time allocated/committed to this project: _____

Number of Years Experience: _____

When and where did this previous work occur?

Client: _____ Year: _____

Client: _____ Year: _____

Client: _____ Year: _____

Description regarding knowledge/experience relative to this project.

Biographical information that identifies expertise and experience relative to this project.

ATTACHMENT D-REFERENCE SHEET

REFERENCES

PROPOSER: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate proposal page. Additional space may be added as needed to respond, but do not reformat categories.

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
Email Address: _____
Dates Engaged: _____
Product(s) Used and/or Service(s) Provided: _____

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
Email Address: _____
Dates Engaged: _____
Product(s) Used and/or Service(s) Provided: _____

Company Name: _____
Address (include Zip + 4) _____
Contact Person: _____ Phone No. _____
Email Address: _____
Dates Engaged: _____
Product(s) Used and/or Service(s) Provided: _____

ATTACHMENT – E ~ SPECIALTY SERVICES CONTRACT
SIGNATURE PAGES

SPECIALTY SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION

AND _____ (CONSULTANT) FOR

Project ID
Project Description
Project Limits
Highway, County

DOT OBJECT CODE _____

This CONTRACT made and entered into by and between the DEPARTMENT and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the DEPARTMENT in *(insert solicitation description)* and *(insert description of SERVICES.)* This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT deems it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: *contact name; contact title; work address; e-mail; and telephone.*

The CONSULTANT REPRESENTATIVE is: *contact name; contact title; work address; e-mail; and telephone.*

The CONSULTANT SERVICES will be performed for the DEPARTMENT's _____ office located in _____, WI and will be completed by *(insert expected completion date)*. Deliver PROJECT DOCUMENTS to *(insert official business address)*, unless other directions are given by the DEPARTMENT.

(Add Basis of Payment Information from Basis of Payment Worksheet)

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed \$ *(CONTRACT amount)*.

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

(Include the following when DBE goals are set)

This CONTRACT is federally funded. As part of this CONTRACT, the CONSULTANT shall subcontract:

Project ID : ____ - ____ : \$ _____ to one or more certified Disadvantaged Business Enterprises (DBE.)
(Add more lines as necessary)

If the prime CONSULTANT is a certified Disadvantaged Business Enterprise, SERVICES performed by the CONSULTANT can be considered in meeting this requirement.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Specialty Services Contract, dated July 1, 2015 and referenced in Procedure 8-15-1 of the State of Wisconsin

ATTACHMENT – E ~ SPECIALTY SERVICES CONTRACT
SIGNATURE PAGES

Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of _____ pages.

Nothing in this CONTRACT accords any third part beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

Approved

By: _____

Governor, State of Wisconsin

Date: _____

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

	Page
I. DEFINITIONS	2
II. SCOPE OF SERVICES	3
A. General.....	3
B. Control and Authority	4
C. Services to be Performed by the CONSULTANT	4
D. Agency Coordination.....	4
III. PROSECUTION AND PROGRESS	4
A. Start of SERVICES	4
B. Progress	4
C. Completion of SERVICES	4
D. Delays and Extensions.....	4
E. Termination of CONTRACT.....	4
F. Subletting or Assignment of CONTRACT	5
IV. BASIS OF PAYMENT	6
A. General.....	6
B. SERVICE Orders, Extra SERVICES, or Decreased SERVICES.....	6
C. Errors and Omissions	6
V. MISCELLANEOUS PROVISIONS	6
A. Professional Practice.....	6
B. Ownership of Document.....	6
C. Legal Relations	7
D. Prevailing Wage Rate	7
E. Nondiscrimination in Employment	7
F. Federal Requirements for Disadvantaged Business Program	8
G. Equal Opportunity Employment	8
H. Implementation of Clean Air and Clean Water Act	9
I. Conflict of Interest	9
J. Certification Regarding Lobbying.....	10
K. Contingent Fees	10
L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – All Covered Transactions.....	10
M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.....	11
N. Insurance Requirements	11
O. Choice of Law	12
P. Choice of Forum.....	12
Q. Entire Agreement.....	12
R. Severability.....	12
VI. Attachments	13
A. Insurance Table.....	13
B. Special Provisions.....	13

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

I. DEFINITIONS

- A. AUTHORIZATION: written direction from the DEPARTMENT to the CONSULTANT to proceed; it references this CONTRACT, the specific SERVICES to be performed and the DEPARTMENT PROJECT ID to which costs will be charged.
- B. CONSTRUCTION CONTRACT: agreement between the DEPARTMENT and a CONTRACTOR setting forth the obligations of the parties to the CONSTRUCTION CONTRACT, including, but not limited to, performance of the WORK, furnishing of labor and materials and basis of payment.
- C. CONSULTANT: individual, partnership, joint venture, corporation or agency undertaking the performance of the SERVICES designated under the terms of the CONTRACT and acting directly or through a duly authorized representative.
- D. CONSULTANT REPRESENTATIVE: employee designated by the CONSULTANT to act as liaison between the CONSULTANT and the DEPARTMENT
- E. CONTRACT: agreement between the DEPARTMENT and a CONSULTANT setting forth the obligations of the parties to the CONTRACT, including, but not limited to, these standard provisions, performance of the SERVICES, furnishing of labor and materials and basis of payment. The CONTRACT type may be a MASTER CONTRACT, which will include SERVICES to be provided under a WORK ORDER.
- F. CONTRACT AMENDMENT: agreement between the DEPARTMENT and a CONSULTANT setting forth the change in SERVICES from the original contract. The change in compensation, fixed fee and completion date, if any, shall be agreed upon by the DEPARTMENT and the CONSULTANT.
- G. CONTRACTOR: individual, partnership, joint venture, corporation or agency undertaking the performance of the WORK designated under the terms of a CONSTRUCTION CONTRACT and acting directly or through a duly authorized representative.
- H. DEPARTMENT: Wisconsin Department of Transportation.
- I. DEPARTMENT REPRESENTATIVE: employee of the DEPARTMENT in immediate charge of this CONTRACT and designated to act as liaison between the DEPARTMENT and the CONSULTANT
- J. FHWA: Federal Highway Administration.
- K. MANUALS: DEPARTMENT'S Construction and Materials Manual (CMM); Finals Process for Let Project Closeout; Facilities Development Manual (FDM); LRFD Bridge Manual (BM); and Standard Specifications for Highway and Structure Construction (Standard Specifications,) and materials referenced in those manuals.
- L. MASTER CONTRACT: a type of CONTRACT under which WORK ORDERS are issued.
- M. MUNICIPALITY: city, village, town, or county.
- N. MUNICIPALITY REPRESENTATIVE: employee of the MUNICIPALITY in immediate charge of this CONTRACT and designated to act as liaison between the MUNICIPALITY and the CONSULTANT.
- O. PROJECT: specific section of highway proposed for improvement by the DEPARTMENT in this CONTRACT. Each PROJECT or other described activity has a unique project ID.
- P. PROJECT DOCUMENTS: all materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product or other information of any type created by the CONSULTANT for the DEPARTMENT under this CONTRACT.
- Q. SERVICES: engineering or other services, labor, equipment, and materials furnished by the CONSULTANT in accordance with this CONTRACT.
- R. WORK: The furnishing of all labor, materials, equipment, and incidentals and the performing of all tasks needed to complete the project or a specific part of the project as specified in the CONSTRUCTION CONTRACT, together with the fulfillment of all associated obligations and duties required under the CONSTRUCTION CONTRACT.
- S. WORK ORDER: a type of CONTRACT issued under the terms of a MASTER CONTRACT.

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

II. SCOPE OF SERVICES

A. General

1. Active Voice

- a. The DEPARTMENT defines the CONSULTANT and DEPARTMENT responsibilities within the contract documents in one of the following ways:
 - (1) Taken in context, the contract language makes the responsible party clear.
 - (2) Direct commands are written to the CONSULTANT in the active voice-imperative mood.
 - b. If the CONSULTANT thinks the responsibility for an action under the CONTRACT is unclear or given to the wrong party, the CONSULTANT will seek clarification from the DEPARTMENT.
 - c. Sentences directing the CONSULTANT to perform SERVICES are written in the active voice-imperative mood. These CONSULTANT directions are written as commands. For example, the basic requirement to perform the CONTRACT SERVICES would be expressed as, "Furnish all SERVICES to accomplish this CONTRACT," rather than "The CONSULTANT shall furnish all SERVICES to accomplish this CONTRACT". In the imperative mood, the subject "the CONSULTANT" is understood.
 - d. Requirements to be performed by others are written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, "The DEPARTMENT will provide manuals, guides, written instructions and other information and data necessary to enable the CONSULTANT to perform the SERVICES to the same standards required of the DEPARTMENT'S personnel." Certain requirements of the CONSULTANT may also be written in the active voice, rather than the active voice-imperative mood, if the sentence includes requirements for others in addition to the CONSULTANT. For example, a sentence that involves action by both the CONSULTANT and the DEPARTMENT would be expressed, "At the request of the DEPARTMENT, the CONSULTANT shall furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES."
 - e. Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in neither the active voice nor the imperative mood. These types of sentences that describe a condition use verbs requiring no action. For example, "The DEPARTMENT REPRESENTATIVE is identified in the CONTRACT."
2. Perform all SERVICES consistent with applicable standards and requirements contained in the MANUALS. Revisions to the MANUALS made subsequent to the execution of this CONTRACT will be considered as orders defined in (IV)(B)(1.)
 3. Furnish all SERVICES, materials, equipment, supplies, and incidentals other than those designated in writing to be furnished by the DEPARTMENT and check or test them prior to use.
 4. The DEPARTMENT and FHWA may participate in all conferences and reviews.
 5. Confer with the DEPARTMENT and prepare and present such information and studies pertinent or requested by the DEPARTMENT to enable it to reasonably pass judgment on the features of the SERVICES. The CONSULTANT shall make such changes or revisions to the SERVICES required by the DEPARTMENT.
 6. The DEPARTMENT reserves the right to select the alternative to be used and may request additional alternatives be studied.
 7. At the request of the DEPARTMENT furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES.
 8. This CONTRACT serves as a permit under sec. 86.07(2), Wis. Stats., for the CONSULTANT to perform the SERVICES on property under the jurisdiction of the, unless a separate permit is

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

required by the DEPARTMENT REPRESENTATIVE. The CONSULTANT is an authorized representative of the DEPARTMENT for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to perform the SERVICES.

9. The SERVICES under this CONTRACT are subject to review and approval by the DEPARTMENT at those appropriate steps defined in detail in the MANUALS.
- B. Control and Authority
1. DEPARTMENT
 - (1) The DEPARTMENT REPRESENTATIVE is identified in this CONTRACT and will monitor CONSULTANT compliance with the CONTRACT.
- C. SERVICES to be Performed by the CONSULTANT
1. Perform field operations in accordance with Occupational Safety and Health Administration (OSHA) regulations and accepted professional practice.
 2. Public Involvement
 - a. Maintain a log of public and agency involvement activities.
 - b. Assist the DEPARTMENT in answering all questions received from the general public.
 3. Schedule and attend meetings and conferences as required in the Special Provisions.
 4. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring changes or revisions in accepted SERVICES.
- D. Agency Coordination
1. Prepare necessary permit applications according to the MANUALS.
- III. PROSECUTION AND PROGRESS
- A. Start of Services
1. Commence SERVICES upon AUTHORIZATION from the DEPARTMENT.
 2. The DEPARTMENT will not be liable for payment for SERVICES performed without AUTHORIZATION.
- B. Progress
1. Prepare progress reports documenting the SERVICES performed to date.
- C. Completion of Services
1. Notify the DEPARTMENT when the SERVICES have been completed.
 2. The DEPARTMENT will notify the CONSULTANT of the formal acceptance of the completed SERVICES.
- D. Delays and Extensions
1. The DEPARTMENT may extend the time for completion, with a CONTRACT AMENDMENT, in the event of an excusable non-compensable delay as defined in the Standard Specifications.
 2. Prior to completion of the CONTRACT, request, if desired, a CONTRACT AMENDMENT for an excusable delay.
- E. Termination of Contract
1. Termination for Cause – Default
 - a. The DEPARTMENT may terminate this CONTRACT, in whole or in part, upon default by CONSULTANT, including:
 - (1) Failing to begin the SERVICES under the CONTRACT within the time specified.
 - (2) Failing to perform the SERVICES with sufficient workers, equipment, or materials to complete the SERVICES within the specified time.
 - (3) Failing to complete the CONTRACT within the CONTRACT time specified, as extended by the DEPARTMENT.
 - (4) Performing the SERVICES unsuitably, or not obeying a DEPARTMENT directive to remove and replace or otherwise correct unacceptable SERVICES.

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

- (5) Discontinuing the prosecution of the SERVICES before completion without the DEPARTMENT'S permission.
- (6) Failing to resume SERVICES that the DEPARTMENT discontinued within a reasonable time after notice to do so.
- (7) Insolvency or bankruptcy, or committing an act of bankruptcy or insolvency.
- (8) Allowing a final judgment against the CONSULTANT to stand unsatisfied for a period of 48 hours.
- (9) Making an assignment for the benefit of creditors.
- (10) Failing to comply with the provisions of the CONTRACT.
- (11) Failing to acquire or maintain the required insurance.
- (12) Failing to perform the SERVICES in an acceptable manner.
- b. The DEPARTMENT will notify CONSULTANT in writing of a default condition specifying the default and the action required. If the CONSULTANT, within a period of 10 calendar days of the notice, fails to proceed satisfactorily in compliance therewith, the DEPARTMENT then has full power and authority to take the performance of SERVICES out of the hands of the CONSULTANT; to use all suitable materials and equipment on the project; or to enter into CONTRACT, or use other methods that the DEPARTMENT requires to perform the SERVICES.
- c. If the DEPARTMENT takes over or reassigns the incomplete SERVICES (III)(E)(a), the DEPARTMENT will deduct all additional costs and damages and the costs and charges of completing the SERVICES under CONTRACT from payments due the CONSULTANT. If that total exceeds the sum that would have been payable under the CONTRACT, the DEPARTMENT will consider the CONSULTANT liable, and the CONSULTANT shall pay the excess sum to the DEPARTMENT.
- d. The DEPARTMENT will not relieve the CONSULTANT of the liability for the assessment of liquidated damages because of the CONSULTANT'S default.
- e. The rights and remedies of the DEPARTMENT are in addition to all other rights and remedies provided by law or under the CONTRACT.
- 2. Termination for Convenience
 - a. The DEPARTMENT may terminate the CONTRACT in whole or in part after determining that termination is in the DEPARTMENT'S or the public interest.
 - b. The DEPARTMENT will deliver to the CONSULTANT a termination notice specifying the extent of termination and the effective date.
 - c. Upon receipt of a termination notice, do not proceed with the affected SERVICES unless directed to do so in that notice. Complete all SERVICES specified in the termination notice. The DEPARTMENT reserves the right to declare in default a CONSULTANT who does not carry out the conditions of a termination for convenience.
 - d. If the DEPARTMENT orders termination of the CONTRACT for convenience, the CONSULTANT shall be paid for the SERVICES rendered, an amount bearing the same ratio to the total CONTRACT amount as the amount of SERVICES completed or partially completed and delivered to the DEPARTMENT bears to the total amount of SERVICES provided for herein, as a CONTRACT AMENDMENT.
 - e. If the DEPARTMENT directs, the CONSULTANT shall promptly remove equipment and supplies from the project site or other DEPARTMENT property. If the CONSULTANT does not remove the equipment and supplies as directed, the DEPARTMENT may do so at the CONSULTANT'S expense.
 - f. The DEPARTMENT will not relieve the CONSULTANT of contractual responsibilities for the SERVICES performed and SERVICES completed.
- F. Subletting or Assignment of Contract

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

1. Obtain approval to sublet or assign any part of this CONTRACT.
2. Perform SERVICES amounting to at least one-half of the original CONTRACT amount.
3. Retain full responsibility for the fulfillment of the CONTRACT.

IV. BASIS OF PAYMENT

A. General

1. The CONSULTANT will be paid for the performed and approved SERVICES under this CONTRACT.
2. Reimbursement for costs will be limited to those which are allowable under 48 CFR Part 31 and by DEPARTMENT policy.
3. Submit invoices for the SERVICES performed to date. The final invoice shall be submitted within three months of completion of SERVICES.
4. Submit a separate invoice and a separate final invoice for each individual PROJECT.
5. Payment does not constitute acceptance of unsatisfactory or defective SERVICES.
6. The DEPARTMENT has the equitable right to set off against any sum due and payable to CONSULTANT under this CONTRACT, any amount the DEPARTMENT determines the CONSULTANT owes the DEPARTMENT, whether arising under this CONTRACT or under any other CONTRACT.
7. Maintain and make available all records pertaining to all costs incurred for inspection by the DEPARTMENT, the FHWA, and the Comptroller General of the United States for three years following the final payment.
8. Compensation will not exceed the total CONTRACT amount unless authorized by a CONTRACT AMENDMENT.
9. Compensation will not be allowed for improper CONSULTANT performance.
10. Pay subconsultants within 10 business days of receipt of a payment for SERVICES performed.

B. SERVICE Orders, Additional SERVICES, or Decreased SERVICES

1. The DEPARTMENT may give orders regarding the SERVICES including additional SERVICES or the elimination of required SERVICES until the CONTRACT is terminated.
 - a. If the order will not increase or decrease SERVICES, there is no change to the CONTRACT amount.
 - b. The CONSULTANT must notify the DEPARTMENT if extra compensation is desired for the SERVICES in (IV)(B)(1)(a).
 - c. If the order will increase or decrease SERVICES the DEPARTMENT and the CONSULTANT will negotiate adjustments to the CONTRACT amount and submit a CONTRACT AMENDMENT.

C. Errors and Omissions

1. Be responsible for the accuracy of the SERVICES, and promptly make necessary revisions to its SERVICES resulting from its negligent acts, errors, or omissions without additional compensation.
2. Give immediate attention to these revisions to prevent or minimize delay to any PROJECT.
3. Be responsible to the DEPARTMENT for any losses to or costs to repair or remedy as a result of negligent acts, errors or omissions.
4. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring revisions in the SERVICES necessary to correct errors or omissions.

V. MISCELLANEOUS PROVISIONS

A. Professional Practice

1. Perform all SERVICES consistent with generally accepted professional practice.

B. Ownership of Documents

1. The DEPARTMENT is owner of all PROJECT DOCUMENTS.

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

2. Deliver all PROJECT DOCUMENTS within 10 business days of request or completion of CONTRACT.
 3. The DEPARTMENT'S reuse of PROJECT DOCUMENTS other than for the intended PROJECT shall be at the sole risk of the DEPARTMENT.
- C. Legal Relations
1. Comply with and observe applicable federal, state, and local laws, ordinances, and regulations in effect at the time the SERVICES are performed.
 2. Indemnify the DEPARTMENT and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence in performance of the SERVICES, errors, omissions and/or noncompliance with any applicable federal, state or local laws.
 3. Be responsible for all damages to property or persons arising out of negligent act, error and/or omission.
- D. Prevailing Wage Rate
1. Sec. 103.50, Wis. Stats., the Wisconsin prevailing wage rate law, does not apply.
- E. Nondiscrimination in Employment
1. The CONSULTANT will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this CONTRACT.
 2. The CONSULTANT, with regard to the SERVICES performed by it during the CONTRACT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 3. In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for SERVICES to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
 4. The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. In the event of the CONSULTANT'S noncompliance with the Non-discrimination provisions of this CONTRACT, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies; and/or
 - b. Cancelling, terminating, or suspending the CONTRACT, in whole or in part.
 6. The CONSULTANT will include the provisions of (V)(E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

- F. Federal Requirements for Disadvantaged Business Program
1. Disadvantaged Businesses Enterprises (DBE) as defined in 49 CFR Part 26 and federal law shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements 49 CFR Part 26 and federal law apply to this CONTRACT (and any WORK ORDER) only when they are federally funded.
 2. When any portion of this CONTRACT is federally funded and Federal law in effect at the time this CONTRACT is executed authorizes and requires it, the CONSULTANT agrees to ensure that DBE'S have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. Take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT (or any WORK ORDER) by the DEPARTMENT or other such remedy as the DEPARTMENT deems appropriate.
 3. When this CONTRACT is federally funded, identify, by name, the DBE'S whose utilization is intended to satisfy this provision, the items of SERVICES involved, and the dollar amounts of such items of SERVICES.
 4. When this CONTRACT is federally funded, maintain records and document its performance under this item.
- G. Equal Employment Opportunity (All Contracts Exceeding \$10,000)
1. During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
 - d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

- f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
 - i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to-ensure that LAP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.)
2. Include the provisions of (V)(G) in every subcontract in excess of \$10,000.
- H. Implementation of Clean Air Act and Clean Water Act (All Contracts Exceeding \$10,000)
- 1. Stipulate that any facility to be utilized in the performance of this CONTRACT, unless such CONTRACT is exempt under the Clean Air Act and under the Clean Water Act is not listed, on the date of CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
 - 2. Comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed therein.
 - 3. Notify the DEPARTMENT (or MUNICIPALITY, in the case of a three-party contract) and the U.S. EPA Assistance Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this CONTRACT is under consideration to be listed on the EPA List of Violating Facilities.
 - 4. Include the provisions (V)(H) in every nonexempt subcontract.
- I. Conflict of Interest
- 1. Warrant that neither it nor any of its affiliates have any financial or personal interest that would conflict in any manner with the performance of the SERVICES, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

2. Warrant that it will not employ for any SERVICES any person who is employed by the DEPARTMENT at the time of execution or during the life of this contract without prior written approval from the DEPARTMENT.
3. Warrant that it will immediately notify the DEPARTMENT if any actual or potential conflict of interest arises or becomes known. Upon receipt of such notification a DEPARTMENT review and approval is required to continue to perform SERVICES under this CONTRACT.

J. Certification Regarding Lobbying

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit standard form-LOLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

K. Contingent Fees

1. Warrant that only employee(s) working solely for the CONSULTANT solicited or secured this CONTRACT (or any WORK ORDERS), and that any fees, commissions, percentages, brokerage fees, gifts, or any other considerations, contingent upon or resulting from the award or making of this CONTRACT (or any WORK ORDER) will be given only to employee(s) working solely for the CONSULTANT.
2. For breach or violation of this warranty, the DEPARTMENT may terminate this CONTRACT without liability, or deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-All Covered Transactions

1. For purposes of this section, "proposal" means this entire CONTRACT when signed and submitted by CONSULTANT to the DEPARTMENT before execution by the DEPARTMENT.
 - a. Instructions for Certification
 - (1) Signing and submitting this proposal provides the certification set out in section (V)(L)(1)(b) below.
 - (2) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this provision, have

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Chapter Trans 504 Wis. Admin. Code.

- (3) Include (V)(L) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—All Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - (4) Submit an explanation for the inability to provide the certification set out in (V)(L)(1)(b) below. The DEPARTMENT will determine if the explanation is sufficient to enter into this transaction. Failure to furnish a certification or explanation will exclude participation in this transaction.
 - (5) The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT determined to enter into this transaction. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification the DEPARTMENT may pursue all available remedies.
 - (6) Provide immediate written notice to the DEPARTMENT if at any time the CONSULTANT learns that its certification was invalid when submitted or has become invalid by reason of changed circumstances.
 - (7) Will not enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction without written notice by the DEPARTMENT. The DEPARTMENT may pursue all available remedies for failure to obtain this written notice.
- b. The CONSULTANT certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the DEPARTMENT, under Chapter Trans 504 Wis. Admin. Code or any federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (3) Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in section (V)(L)(1)(b)(2) above; and
 - (4) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions
1. Certify that all grantees or subcontractors, also known as lower tier participants as that term is used in 49CFR Part 29 have certified in writing that neither they nor their principals are currently debarred, suspended or proposed for debarment, have been declared ineligible or have voluntarily been excluded from participation in this or any other Federal, State or local transaction by any Federal, State or local department agency or official.
- N. Insurance Requirements
1. Maintain the following types and limits of commercial insurance in force until such time as all SERVICES under or incidentals to the CONTRACT have been completed.
(See Insurance Table, VI Attachment A)

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

2. Furnish an Insurance Certificate, (or Certificates) showing the CONSULTANT is covered by the required types and amounts of insurance to the DEPARTMENT prior to the performance of any SERVICES under this CONTRACT.
 3. A 60 day notice of cancellation or change in coverage will be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A - or better. The DEPARTMENT reserves the right to require other coverage and limits as described in the Special Provisions of this CONTRACT.
 4. The insurance requirements shall apply with equal force whether the SERVICES under this CONTRACT is performed by the CONSULTANT, a subcontractor of the CONSULTANT, or by any entity employed directly or indirectly by either party.
 5. Exceptions to the insurance requirements require approval from the DEPARTMENT. The approval must be reflected in the Special Provisions of the CONTRACT.
- O. Choice of Law and Sovereign Immunity
1. The CONTRACT shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin.
 2. Nothing in this CONTRACT shall be deemed as a waiver of the State's sovereign immunity consistent with Wisconsin law.
 3. Non-Appropriation of Funds. With respect to any payment required to be made by DEPARTMENT under this CONTRACT, the parties acknowledge DEPARTMENT'S authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either CONSULTANT or DEPARTMENT may terminate this CONTRACT after providing not less than thirty (30) days notice to the other party.
- P. Choice of Forum
1. Any dispute arising out of or related to this CONTRACT shall be brought solely and exclusively in front of the State and Federal courts of Dane County, Wisconsin.
- Q. Entire Agreement
1. This CONTRACT and its attachments contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.
- R. Severability
1. The invalidity or unenforceability of any provisions of this CONTRACT shall not affect the validity or enforceability of any other provision of this CONTRACT, which shall remain in full force and effect.

SPECIALTY SERVICES CONTRACT
STANDARD PROVISIONS

VI. Attachment A. Insurance Table

Type of Insurance	Minimum Limits required *
(a) Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.	\$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than \$2 Million.
(b) Worker's Compensation and Employer's Liability Insurance	Worker's Compensation: Statutory Limits Employer's Liability: Bodily Injury by Accident - \$100,000 Each Accident Bodily Injury by Disease \$500,000 Each Accident \$100,000 Each Employee
(c) Commercial Automobile Liability Insurance; shall cover all CONSULTANT owned, non-owned and hired vehicles used in carrying out the contract.	\$1 Million - Combined Single Limits per occurrence
(d) Architect [sic] and Engineer [sic] Professional Liability Insurance **	\$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of \$1 Million

* These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.

**This insurance requirement applies only to engineering services and is waived for non-engineering services. Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.

Attachment B. Special Provisions

Insert Special Provisions