

Contract # P23-001-O28**2023-UWMIL-00126-RFB****Coach and Minibus Service UW Milwaukee****Piggybackable: Wisconsin Municipalities, State of Wisconsin Agencies, UW System Universities**

Issuing Agency: UW Milwaukee	Badger Coaches, Inc 6819 S Howell Oak Creek, WI 53154
Contract Administrators (Day to Day Operations): Cathy Rossi, 414-229-2655, rossic@uwm.edu	Account Manager: Cory Mace, corym@badgerbus.com 608-310-4874 Orders and Billing: Jane Steavens, janes@badgerbus.com 414-266-4440

This Contract is entered by and between the State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin-Milwaukee Issuing and Supplier set forth above.

1. General Description/Purpose of RFB: Coach Bus service on an as needed basis. Requested services may range from hourly, daily, and overnight trips. Trips may be needed in the Milwaukee vicinity, throughout the state and beyond.

This contract must be available to all UWM departments, including outlying destinations such as UWM at Waukesha and Washington County. This contract is not mandatory for UWM. There is no guarantee of any purchases.

2. Multiple Awards/Ordering Decisions: UWM departments will be allowed to compare the various vendors on the contract list for pricing, amenities, availability, etc. and purchase from the vendor that best meets their needs.

In addition, UWM's contractors will have an opportunity to create an advertising relationship with UW Milwaukee Athletics through UWM's contract with Learfield.

3. Contract Length The contract will be for a one (1) year period from May 1, 2023, through April 30, 2024, with the option for four (4) one (1) year renewals that shall be automatically renewed unless either party notifies the other within ninety (90) days of renewal period of intention not to renew. Terms and conditions of the bid shall remain the same for the initial term of the contract and all renewals.

This contract will run concurrently with our current Coach bus contract that ends on June 30, 2023, to allow for campus and contractor transition as needed.)

4. Types of Orders: Under this contract, Specific orders, Contract blanket orders, or Purchasing Card orders may be used. All orders placed by UWM shall be bound by the terms, conditions, and pricing of the awarded contract whether the department refers to the contract or not.
5. Pricing and Booking: See Exhibit A
6. Price Escalation: Pricing, (excluding fuel costs), shall be held firm for the initial term of the contract. Prices may be lowered due to general market conditions. Proposed price increases after the original twelve-month period must be received in writing by the Purchasing Department in writing at least thirty (30) days prior to the beginning of the next contract term for acceptance or rejection. Proposed price increases are limited to fully documented cost increases submitted with the request. If Purchasing deems cost increases are not acceptable, it reserves the right to rebid the contract in whole or part or to negotiate price increase requests with the Contractor. An acceptance of the price list change will be in the form of an amendment to the contract or an email to the Contractor.

If there is a substantial increase in the cost of fuel, UWM will accept an increase in the mileage costs based on documented price increases. Substantial is considered a 28% or more increase in fuel costs over the last eight (8) weeks of posted data for the Midwest Region as documented by the Department of Energy

~~<https://www.ttnews.com/2023-doe-regional-diesel-fuel-price>. If there is a substantial decline in the cost of fuel, mileage costs must be decreased accordingly.~~

Fuel pricing shall be as follows: These are based on Wisconsin AAA averages for diesel fuel updated weekly.
\$3.01 - \$3.25 -1%; \$3.26 - \$3.50 -2%; \$3.51 - \$3.75 -3%; \$3.76 - \$4.00 -4%; \$4.01 - \$4.25 - 5%; \$4.26 - \$4.50 - 6%, \$4.51 - \$4.75 - 7%; \$4.76 - \$5.00 -8%; \$5.01 - \$5.25 - 9%, \$5.26 - \$5.50 - 10%; \$5.51 - \$5.75 - 11%; \$5.76 - \$6.00 - 12%

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7. Technical Requirements: The following specifications represent minimum acceptable requirements.
 - a. Over the road coaches shall have heating, air-conditioning, a public-address system, DVRs with monitors (TV's), **Wi-Fi, power outlets**, and rest rooms, with a specific emphasis on Wi-Fi and power outlets.

Should any of these amenities not be available the contractor must work with the department to deduct an agreed upon discount from the invoice.
 - b. ADA Approved Handicap buses with a wheelchair lift and lap belts must be provided upon request.
 - c. All vehicles must be equipped in accordance with all State and Federal Safety Standards and all drivers must be appropriately licensed for intra and interstate driving.
 - d. Charter bus contractors must meet state standards of equipment and drivers per Wisconsin Administrative Code Trans 300, Subchapter II (equipment) and Trans 300.16 (driver or equipment).
 - e. Contractor must maintain buses at a level satisfactory to UWM for safety, sanitation, cleanliness, odor-free, and the maintenance of vehicles.

Buses must be no older than twelve (12) years old.
8. Branding: UWM strongly prefers that the Contractor consider adding temporary wraps and/or graphics to bus(es) that brand the Panthers while in use by UWM. Details regarding the wraps can be discussed if awarded and must be mutually agreeable to both parties.
9. Licensing/Permits:
 - a. Must meet and maintain all federal, state, and local government licensing requirements, including US.1.CC, certifications, and U.S. Department of Transportation Motor Carrier Safety Regulations Sections 390-396, and professional credentials throughout the entire contract term including renewals.
 - b. The successful contractor will be required to provide the University of Wisconsin with a copy of their I.C.C. Tariff Rate Sheet for Interstate Travel and their travel authorization from I.C.C. prior to the charter trips.
 - c. Must be financially responsible for obtaining all required permits, licenses, etc. to comply with pertinent Board of Regents, University of Wisconsin System regulations, Municipal, County, State and Federal laws; and assume liability for applicable tax bonds, insurance, tickets, etc.
10. Customer Service:
 - a. Must designate an account representative to provide communication, coordinate service, answer questions, and expedite service for UWM.
 - b. The contractor must have covered telephone service from 8:00 AM to 5:00 PM, CST/CDT Monday through Friday to respond promptly to requests for service.
 - c. Must make reasonable efforts to ensure that personnel work in harmony with UWM and provide courteous professional customer service.
 - d. UWM may require the Contractor not to assign any employee UWM deems incompetent, careless, insubordinate, or otherwise objectionable.

11. Drivers:

- a. Must be unaccompanied. This means that spouses and children cannot be on University chartered trips.
 - b. Must have obtained or have available directions to each destination prior to picking up passengers.
 - c. Must not engage in any activities which could distract the driver from safely operating the bus, such as using a cell phone, etc.
 - d. Smoking breaks are only allowed when the passengers have scheduled or requested a stops.
 - e. Must not have any personal items including coolers or luggage in the aisle of the vehicle during service.
 - f. Must be at the designated pick-up point at least ten (10) minutes prior to departure time for loading. No cost will be paid for this ten-minute window. Failure to show or arriving late will be cause for penalty.
 - g. It is preferred that the same driver per sport can be provided upon request. It is also preferred that departments may request a driver for trips over four (4) hours.
12. FOB Destination Pricing: Contract pricing for bus service is to be calculated as originating at and returning to UWM Campus except as requested. Time and mileage by the vendor to and from UWM will be at the vendor's expense.

13. Contract Allowable Charges & Expenses:

Minimum Charge

Hourly rate calculated from and returning to UWM Campus

Mileage calculated from and returning to UWM Campus

Daily Charge Overnight Trips

Mileage Charge Overnight Trips

Deadhead hourly charge

Tolls, parking fees, ferry, and airport fees are the responsibility of the vendor and must be invoiced at cost. A copy of the receipts must be submitted to UWM for these charges to be reimbursed. If there are any other miscellaneous charges other than as stated here, they must be submitted to UWM in advance of travel and approved by UWM or they will not be allowed for reimbursement.

If an overnight trip is required, the driver's meals, lodging, and incidentals are the responsibility of the vendor. UWM will allow a per night charge.

14. Ordering / Quotations / Confirmations:

- a. All orders placed by UWM must be bound by the terms, conditions, and pricing of the resulting contract whether UWM refers to the contract or not.
- b. The contract and this bid will override any terms and conditions printed on vendor confirmation/reservation forms, regardless of whether the UWM representative amended the form or not. Terms and conditions on vendor supplied documents are null and void and not a part of this contract.
- c. Must supply the size of the bus that is requested by the requesting department. If the contractor does not have the requested bus size, they are to supply the next largest size available at the cost of the original requested size. UWM shall not be charged for additional mileage or driver's labor if the contractor elects not to use the full bus capacity.
- d. Contractor must determine trip routings requiring the least mileage and hourly charges when providing the customer with a quote.
- e. Quotation requests must be responded to in one (1) business day. Quotations must be itemized, clearly showing contract pricing, and list what is included and how time is appropriated for the service.
- f. Must provide order confirmations within two (2) business of acceptance by UWM.

- g. Invoices to UWM must not exceed the quoted price unless the service goes excessively long due to a request from the group.

15. Service Issues/ Remedies:

- a. In the event of a performance issue, UWM will contact the designated vendor representative within 72 hours of the event. The email must be acknowledged within 72 hours and will include specific, measurable criteria. Performance issues may include, but not be limited to: buses arriving late, buses in poor condition, or unprofessional behavior from drivers. A response from the vendor with a resolution is required for each customer service issue.
- b. Failure to show or arriving late (must be at the designated pick – point at least ten (10) minutes prior to departure time) may be cause for penalty or cancellation.
- c. A late penalty may be assessed against the total value of the trip if the Contractor does not pick up as required by the ordering department against a contract order or agreed upon by purchase order or quotes.

Late fees may be assessed as follows:

LATE (From Scheduled Departure Time)	CHARGE
10 Minutes	10%
30 Minutes	25%
60 Minutes	50%
Contractor Cancelled Booked Trips (UWM discretion depending on inconvenience.)	10 – 50%

The charge may be waived during periods of severe weather or when conditions indicate the delay was unavoidable as determined by UWM. This determination is final. If the Contractor believes an event occurring in the University/city may cause delays, it is the responsibility of the Contractor to notify the contact for the event and to obtain prior written concurrence that charges will not be assessed.

16. Cancellations by UWM:

If a cancellation is made more than seven (7) days of the scheduled service, the contractor may not charge a cancellation fee.

If cancellation is made between 7 days and twenty-four (24) hours of the scheduled service, vendor may charge a cancellation fee not to exceed \$100.00. If a cancellation fee is charged, this must be listed on Exhibit B.

- 17. Cancellation by Contractor: Contractor must not cancel confirmed bookings from UWM. It is expected that the agreed upon services will be provided by the contractor. If in a rare instance, the Contractor cancels a confirmed (booked) trip, UWM reserves the right to contract with other suppliers and charge the cancelling Contractor the difference in prices paid.

18. Subcontracting: Subcontracting is not allowed unless approved by the UWM department and Purchasing in writing.

- a. The Contractor shall be solely responsible for any subcontractor's performance and work quality when used by the Contractor to conduct the scope of the job. University reserves the right to assess Contractor damages more than the contract amount for Subcontractor's failure to perform or inability to complete required project milestones.
- b. Subcontractors must abide by all terms and conditions under this Contract including an approved certificate of insurance by UWM that meets the requirements.

- 19. Background Checks of Contractors: This contract is contingent upon, Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

20. Report of Child Abuse or Neglect: If, in the course of providing services to the UW, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW's Policy on Mandatory Reporting of Child Abuse and Neglect ("the Policy"). If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g., student, volunteer, Contractor, etc.) or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored activity, the Contractor shall also report to the UW Police Department or UW's Office for Equity and Diversity.

The University has a zero-tolerance policy for any acts of discrimination or harassment against its affiliated members. Any employee of the contractor found to be harassing an individual will be removed from campus immediately. See University [Discrimination, Harassment, and Retaliation Policy](#)

21. Insurance: The Contractor shall furnish upon award and maintain during the life of this contract Standard Insurance levels as required listed below and found here: <http://uwm.edu/risk-management/insurance/certificates-of-insurance/> or equal to or better. UWM may accept alternate coverages that UWM's Risk Manager determines to be equal to or better coverages than as specified here. UWM will be the sole judge in this determination.

On the Certificate of Insurance, the contractor's agent shall add the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general and excess/umbrella liability policies. The certificate holder shall be listed as the University of Wisconsin Milwaukee.

Commercial General Liability*

- Each Occurrence \$1,000,000
- General Aggregate \$2,000,000
- Products – Comp/Op Agg \$2,000,000

Automobile Liability*

- Combined Single Limit \$1,000,000

Excess/Umbrella Liability

- Each Occurrence \$1,000,000
- Aggregate \$1,000,000

Worker's Compensation

- Statutory Limits

Employer's Liability*

- Each Accident \$100,000
- Disease Each Employee \$100,000
- Disease Policy Limit \$500,000

*Or such higher limits sufficient for these insurance policies to be scheduled under the Umbrella policy.

For vehicles with passenger capacity above 15 ADD: Excess/Umbrella Liability \$4,000,000 and specify that Board of Regents of the University of Wisconsin System is included as an additional insured on the commercial, general, and automobile liability policy.

22. Additional Services: UWM reserves the right to purchase all similar or like items in the contractor's product line. The contractor shall provide like items at the same pricing discounts or pricing basis as stated in the bid response.
23. Additional Contractors: Due to the current service industry environment and varying service expectations and needs, UWM reserves the right to issue new separate bids to add additional contractors when deemed in the best interest of UWM.
24. Payment Terms: Payment terms shall be net 30 upon properly submitted invoices. Any type of prepayment or deposit is not permissible unless pre-approved by UWM in writing prior to placing an order.
25. Entire contract: This contract is awarded based on the criteria established in the RFB, including attachments and any amendments issued. The contract, RFB, the Bidder's response, and any written communications incorporated

into the contract constitute the entire contract between the parties. The order of priority in interpreting the contract shall be as follows: the contract, the bid document, the response to the bid, and the UWM purchase order if one is issued. Price escalation Section 4.2 Paragraph 2 and 3 have been deleted and replaced with what is found in Exhibit A.

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For the State of Wisconsin on behalf of the Board
of Regents of the University of Wisconsin System
for the University of Wisconsin-Milwaukee

DocuSigned by:

Pamela K Loignon

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Signature

Pamela K Loignon

Printed Name

Dated: 4/13/2023 | 8:27 AM CDT

For the Contractor

DocuSigned by:

Cory Mace

BB43F88D3D064B2...

Signature

Cory Mace

Printed Name

Dated: 4/11/2023 | 8:46 AM CDT

Exhibit A: Coach Bus Contract Information and Pricing

Supplier Name	Badger Coaches, Inc		
Account Representative Name	Cory Mace		
Account Representative Phone #	608-310-4874		
Account Representative Email	corym@badgerbus.com		
Bus Type	Mini Coach, Van, Limo, Etc. Up to 38 Passenger	56 Passenger (Minimum 47' Length)	81 Passenger or Greater
Minimum Charge	\$ 500.00	\$ 550.00	\$ 800.00
Number of Hours included in the Minimum	5	5	5
Hourly Rate after minimum charge Must be calculated from and returning to UWM Campus	\$ 100.00	\$ 110.00	\$ 160.00
Mileage (Cost per Mile) Must be calculated from and returning to UWM Campus	\$ 4.50	\$ 4.50	\$ 6.50
Do you charge a Hourly Rate and Mileage? Please explain here how that works	No		
Mileage Charge Overnight Trips if different	Same		
Dead head hourly charge (dead head is the time vehicle is running with no passengers)	\$ 210.00	\$ 210.00	\$ 210.00
ADA Approved Handicap buses with a wheelchair lift and lap belts must be provided upon request. Please list your charge here if any, for ADA Approved Handicap buses. (This is a mandatory requirement)	No Charge		

Overnight charge for bus per trip/per night: Driver's meals, lodging and incidentals are the responsibility of the vendor. UWM will not pay for these types of charges. UWM will make reservations upon request.	\$ 1,300.00	\$ 1,430.00	\$ 2,080.00
Cost if Extra Driver is Needed	\$2 per mile round trip or \$1200 per day whichever is greater.		
Tolls, parking fees, ferry and airport fees are the responsibility of the vendor and must be invoiced at cost. A copy of the receipts must be submitted to UWM for these charges to be reimbursed. If an overnight trip is required, the driver's meals, lodging, and incidentals are the responsibility of the vendor. UWM will allow a per night charge. Do you agree with this mandatory requirement?	Yes		
Any Additional Charges must be listed here and explained or they will not be allowed. Please note: you must be specific . Pricing varies, fluctuates etc. will not be accepted and your bid will be ruled non responsive.	These are based on Wisconsin AAA averages for diesel fuel....we update it weekly. It is currently in the 4% range \$3.01 - \$3.25-1%; \$3.26 - \$3.50 -2%; \$3.51 - \$3.75 -3% \$3.76 - \$4.00 -4%; \$4.01 - \$4.25 - 5%; \$4.26 - \$4.50 - 6% \$4.51 - \$4.75 - 7%; \$4.76 - \$5.00 -8%; \$5.01 - \$5.25 - 9% \$5.26 - \$5.50 - 10%; \$5.51 - \$5.75 - 11%; \$5.76 - \$6.00 - 12%		
Any Additional Charges must be listed here and explained or they will not be allowed. Please note: you must be specific . Pricing varies, fluctuates etc. will not be accepted and your bid will be ruled non responsive.	\$200 per night charge as outlined above		
Do you have Mini Coaches?	Yes		
Is yes, can you please explain what type of Coaches you have available?	38 pax, restroom equipped motor coaches		
If a cancellation is made more than seven (7) days of the scheduled service, the contractor may not charge a cancellation fee Do you agree?	Yes		
If cancellation is made between 7 days and twenty-four (24) hours of the scheduled service, vendor may charge a cancellation fee not to exceed \$100.00. (This is a mandatory requirement.) What is your cancellation fee?	\$100.00		

Cancellation fee if any trip cancelled less than 24 hours of scheduled pickup time	Minimum day per vehicle
When do you consider a trip "booked"? Explain your process.	The trip is confirmed after the quote is accepted. person booking the charter will receive a charter confirmation
Do you accept charge cards? (Not a requirement)	No
Do you require a purchase order before a trip is taken?	Yes
Do you accept net 30 payment terms? (This is mandatory)	Yes
Do you offer early payment discounts? (This is not mandatory)	No
Invoices to UWM must not exceed the quoted price unless the service goes excessively longer due to a request from the group. Do you agree? (This is a mandatory requirement)	Yes
How often do you invoice?	After every trip or weekly depending on demand.
Storage Capacity of Buses:	Some of our sports teams require a certain amount of storage for their equipment.) We have 38 passenger and 56 passenger coaches which have different storage capacities. We have buses large enough to accommodate hockey teams which is typically the max.
If awarded, will you consider adding temporary wraps and/or graphics to bus(es) that brand the Panthers while in use by UWM? (Section 2.2) If so, if there is anything you would like to share, please do so here:	Yes we would consider it and love to have further conversations about it

Sample Trip Pricing: The lowest price for each trip per bus size is in bold

Bus Type	Mini Coach Up to 38	56 Passenger (Minimum 47' Length)	81 Passenger
Leave: UWM Student Union, 2200 E Kenwood Blvd, Milwaukee, WI. Leave 7:00 a.m. Destination: Milwaukee General Mitchell International Airport, 5300 S Howell Ave Milwaukee, WI 53207 (Price + Airport fee as	\$ 530.40	\$ 582.40	\$ 842.40
Leave: UWM Student Union, 2200 E Kenwood Blvd, Milwaukee, WI. Leave 6/18/22, 8:00 a.m. Destination: Winona State University, 175 W Mark St, Winona, MN 55987 6/18/22 Depart Winona State University at 5pm, travel to Holiday Inn Express Onalaska, 9409 WI-16, Onalaska, WI 54650 6/19/22 Leave Onalaska and return to UWM, 1:00 p.m.	\$ 2,384.00	\$ 2,602.40	\$ 3,694.40
Leave: UWM Klotsche Center/Pavilion, 3409 N. Downer Avenue, Milwaukee, WI 53211, 9/20/18, 10 a.m. Destination: University of Michigan-Ann Arbor/Cliff Keen Arena (616 E. Hoover St., Ann Arbor, MI 48104). Leave Cliff Keen Arena to return to Klotsche on 9/22/18, 6 p.m. departure time.	\$ 4,248.00	\$ 4,632.80	\$ 6,556.80
Leave: UWM Klotsche Center/Pavilion, 3409 N. Downer Avenue, Milwaukee, WI 53211. Leave 3/15/18, 2 p.m. Destination: Loyola University/Gentile Arena, 6525 N Sheridan Rd, Chicago, IL 60626. Leave Loyola on 3/18/18 and return to UWM, 6 p.m. departure time.	\$ 5,280.00	\$ 5,748.00	\$ 8,088.00
Total Extended Cost	\$ 12,442.40	\$ 13,565.60	\$ 19,181.60