

**CITY OF KENOSHA, WISCONSIN
KENOSHA AREA TRANSIT
REQUEST FOR PROPOSAL
REGARDING
Automatic Vehicle Location and Computer Aided
Dispatch (AVL/CAD)
PROPOSAL NOTICE # 04-22**

Issued: March 10, 2022

The City of Kenosha, Wisconsin (the city) is seeking proposals on behalf of Kenosha Area Transit for a qualified Automatic Vehicle Location and Computer Aided Dispatch (AVL/CAD) information system vendor. The purpose of this document is to provide Vendors with information to enable them to prepare and submit a proposal(s) for this project. The agreement would be subject to all applicable USDOT, FTA and Wisconsin Department of Transportation third-party procurement requirements, terms, conditions and certifications as set forth in RFP.

The City reserves the right to select, negotiate and subsequently award the proposed service which best meets our required needs, quality levels, and budget constraints. To learn more about the City of Kenosha and Kenosha Area Transit please visit our website at <https://www.kenosha.org/departments/transportation>.

Definitions: The following definitions are used throughout the Request for Proposal (RFP).

- 1.City means City of Kenosha
- 2.Transit means the City of Kenosha Area Transit Department (KAT)
- 3.Proposer/Vendor means a firm submitting a proposal in response to this RFP.
- 4.Contractor means proposer awarded the contract.
- 5.Provide means to furnish and implement.

1.0 Deadline for Submittal. Fully completed Proposal shall be sealed bids will be accepted by the City of Kenosha, Wisconsin, in the Department of Finance, Municipal Office Building, Room 208, 625-52nd Street, Kenosha, Wisconsin 53140 until **10:00 A.M. (Central time zone) on Friday, April 29, 2022.**

2.0 Form of Bids and Submission. Proposals and ancillary information must be submitted on required form(s) and returned in a sealed envelope marked with the project name and procurement notice number. Responses received after the deadline will not be considered.

Signatures and dates will be necessary wherever required. **Any faxed proposals or other electronically-communicated submission will not be accepted or considered.**

Bids that contain clauses that modify the intent of the procurement, its specifications, terms, conditions or any City-issued addenda will be considered as non-responsive. Vendor/firms should submit six (6) complete sets of documents are required as well as one copy in digital format (CD or USB).

3.0 Addenda. Any changes or clarifications to the RFP terms, conditions and schedules will be made by the sole issuance by the City of Kenosha by written addendum. Any pertinent addenda arising from such inquiries shall be issued no later than **4:00 P.M. Thursday, March 31, 2022.** All known potential bidders would be informed of any City-issued addenda. In addition, addenda would be made available by posting the addenda for potential bidders at <https://www.kenosha.org/departments/finance>.

4.0 Purchaser Privilege. The City of Kenosha reserves the right to reject any and/or all bids which are determined to non-advantageous for KAT's operational requirements or contrary to available funding. In addition, the City of Kenosha reserves the right to postpone due dates and/or withdraw the procurement at anytime without prior notice.

5.0 References: A minimum of four (4) relevant references should be submitted with response, with at least three (3) municipal transit department customers of similar stature to the Kenosha Area Transit.

6.0 Company Overview: All respondents shall complete and submit the Company Overview form that is included herein.

7.0 Contract Required. Successful Contractor will be required to enter into a Contract with the City of Kenosha.

8.0 Tax Exempt. The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax. Bids are to be made exclusive of sales taxation. Tax Exemption Registry Number and Exemption Certificate shall be provided to the successful vendor.

9.0 Inquiries/Questions. Regarding the required scope of work and proposal process to Mr. Lemuel Gomez, Purchasing Coordinator, City of Kenosha by emailed at kenosha.purchasing@kenosha.org. Deadline to submit questions/inquiries shall be no later than 4:00 P.M. Monday, March 21, 2022.

During participation in this proposal, Vendors must arrange all contacts with the City through the individual/s listed above. Contact with the City must be for the sole purpose of clarifying issues related directly to this proposal. Contacts not arranged through the individual/s listed below are deemed to be unacceptable. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Vendor.

Questions will be responded to in the form of written addenda to all Vendors. It shall be the responsibility of each Vendor, prior to submitting their proposal, to determine if addenda were issued. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated by the Vendor on the bottom of the Proposal Signature Page.

10.0 Tentative schedule of events.

RFP Issuance Date	March 10, 2022
Question / Inquiry Submission Deadline (Email only)	March 21, 2022 by 4:00 P.M.
Addenda Issuance	March 31, 2022 by 4:00 P.M.
Bid Deadline	April 29, 2022 before 10:00 A.M.
Evaluations	May 5, 2022
Virtual Presentation by Vendors	To be determined
Selection Process Completion	To be determined
Approval of Contract by Transit Commission	To be determined
New Contract commences	To be determined

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. Proposals must be received in the above office by the specified time stated. Late submissions will be considered unresponsive and will not be evaluated. In the event the City finds it necessary to change any of the specific dates and times in the calendar of events listed, it will do so by issuing addenda to this RFP.

11.0 Insurances and Indemnification.

11.1 Insurance. Vendor shall self-insure or maintain insurance with the following limits:

11.1.1 Commercial General Liability (Aggregate)

Two Million (\$2,000,000) Dollars, Each Occurrence (\$1,000,000)

11.1.2 Worker's Compensation: Statutory Limits

11.1.3 Umbrella Liability: \$2,000,000 over the primary insurance coverage listed above.

11.2 Certificate of Insurance. Except for self-insurance, a Certificate of Insurance is required to verify coverages 11.1.1 through 11.1.3. The Certificate of Insurance shall provide that should any of the required policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

11.3 Additional Insured. The City of Kenosha shall be named as an additional insured with respect to coverages 11.1.1 through 11.1.3.

11.4 Indemnification. Vendor shall save, indemnify and hold harmless, the City of Kenosha and Kenosha Area Transit against all claims, liability, judgments, costs, expenses, fees of any kind which may in any way come against the City and/or KAT as a consequence of the granting of the contract, or by reason of negligent act or omission of supplier, its agents, employees, subcontractors or assignees arising out of the performance of the agreement.

12.0 Non-restrictive specifications and Vendor alternates. Specifications are intended to define the level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features, however the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. All itemized lists shall be presented in the exact same order as the City specifications and shall reference the City item number. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion, any of the specifications, terms, and conditions of this RFP prevents you from offering a proposal, consideration will be given to a vendor's request for change.

13.0 Proposal Opening. Proposals will be opened and read on the proposal due date in the Finance Department.

14.0 Proposal Evaluation Process. After the closing date, the City's evaluation and clarification process will commence. An evaluation team will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A supplier's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination. One or more responsive and responsible Vendor proposals may be selected and further negotiations and/or interviews and/or product demonstrations may occur. Once the successful Vendor has been selected, an award notice will be issued via Finance Department memorandum.

15.0 Appeals Process. Protest of this award or recommendation of award shall be made in writing and received in the Finance Department office within 72 hours after the posting of intent to award and evaluation tabulation. Tabulations for interested parties are posted on City of Kenosha website under Finance Department, Bid Solicitations, Bid Results, 2022 bid results. (<https://www.kenosha.org/departments/finance>). A written protest must contain a specific

legal basis for appeal, precise statements of the relevant facts, an identification of the issue to be resolved, and authorities in support of the protest. Appeals not containing the necessary information or not filed on a timely basis shall be rejected. Appeals shall be addressed to the purchasing coordinator.

16.0 Award Notice. After an award is made, a proposal tabulation summary will be available by Finance Department. Proposal results will not be given over the telephone. Award will be based on overall best value to the City and not based only on lowest price.

17.0 Termination of Contract. The City may terminate the resulting contract at any time by a notice in writing from the City Purchasing Coordinator to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.

18.0 Right of Rejection and Clarification. The City reserves the right to accept or reject any or all proposals or to waive any technicality, and accept any proposal deemed to be in the best interests of the City.

19.0 Right to award all or a portion. The City reserves the right to award all or a portion of this request to one or more Vendors on a location basis. Vendor to indicate any additional discount allowed for award of entire order.

20.0 Financial Commitments. All financial commitments regarding this solicitation are subject to the availability of funds approved by the Kenosha Area Transit Commission.

21.0 Incurring Costs. The City is not liable for any cost incurred by proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations, or any other costs a Vendor would incur in responding to the RFP.

22.0 Right to Cancel. The City reserves the right to cancel any resulting agreement at any time with 30 days written notice.

23.0 Fixed Price Period. All prices, costs, and conditions in the proposal shall remain firm and valid for acceptance for 90 days after the due date of this solicitation to allow evaluation and award determination, unless indicated otherwise. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

24.0 Statutory Information. Any purchase agreement resulting from this RFP shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin or the United States District Court for the Eastern District of Wisconsin. All project participants, consultants, engineers, and Vendors, must comply with all applicable Federal, State and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.

25.0 Nondiscrimination. In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin, or ancestry. This provision must be included in all subcontracts.

26.0 Assignment or subcontract. Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.

27.0 Independent Contractor Status. The Contractor agrees it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

28.0 Non-compliance. Submission of a proposal constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State or the Federal Government, for non-compliance with any requirements, including equal opportunity and/or affirmative action.

29.0 Patent Infringement. The seller shall indemnify and hold harmless the City and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore.

30.0 Rights to Submitted Material. It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts, and proposal or referencing information submitted in response to this RFP shall become the property of the City, and will not be returned. The City will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.

31.0 Specification Compliance. It is the Proposers responsibility to notate any exception taken to the City's requirements specified in this RFP. Proposers taking exceptions shall submit, with their proposal, an itemized comparison with the specification, documenting the nature of their exception. All such itemized lists shall be presented in the exact same order as the city specifications and shall reference the city page number. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive.

Automatic Vehicle Location and Computer Aided Dispatch (AVL/CAD) Information System

INTRODUCTION

Kenosha Area Transit (KAT) is seeking an Automatic Vehicle Location and Computer Aided Dispatch (AVL/CAD) Information System (the system) utilizing Global Positioning System (GPS) technology and vehicle location mapping software to track vehicles en route in real-time and provide a visual mapping display. The primary purpose of the system is to monitor and improve the quality of Kenosha Area Transit's fixed-route service and emergency response capabilities to the public. The system must provide route and vehicle information in real-time via web interface to passengers, the dispatcher, and managerial personnel. The system must be equipped with reporting capabilities to accurately data stream operation service information (e.g., route timing, passenger wait time, trip counts, operator performance, vehicle speed and movement). This data is essential for the completion of performance metrics, the analysis of daily operation, and long term project planning and analysis. The system must include the functionality for hardware/software components to be installed on at least forty-five (45) buses, may include street cars.

A. CORE REQUIREMENTS

- 1. Utilize GPS in conjunction with vehicle location and mapping software to accurately track bus locations en route in real-time and provide a visual mapping display. The GPS readings of the bus location must occur in real-time with vehicle location information posted on a Graphic User Interface (GUI) map display available on a public website and viewable through various devices (Smartphone, Kiosk, Bus Stop, PC, etc.). The system should be equipped with a notification service, whereupon users can subscribe and be able to select one route or multiple routes and be notified when the next bus is coming.*

Real time tracking means that a vehicle's location is reported via an automatic vehicle location (AVL) device installed on each vehicle and transmitted to an internet server with a delay of not more than 30 seconds. This is done through the use of GPS for pinpointing the location and a wireless communication system for transmitting the information to an internet server. The Vendor should recommend a solution and/or partner for data transmission and indicate their recommended rate of transmission for the system.

- 2. Provide a GUI real-time automatic vehicle location data display. Vehicle icon on the map display shall clearly indicate Vehicle ID, Route Direction, and Location. Further layered information on the vehicle should include Run Trip, Date/Time and Speed. The Vendor should provide detailed explanation of existing maps and software mapping components and how they work with other components of the system. Screen shots of display windows utilized by dispatch and/or the passenger should be provided describing key features, attributes, and the information available within the mapping component. The Vendor should describe in detail all traveler supported components that it provides, to include the features within each component as well as software and hardware required for implementation.*
- 3. Include one integrated map with detailed maps of the service area region. The map views should include standard map display features (zoom in/out, panning, etc.). The maps should have an automatic refresh feature with the option of refreshing the map view 'upon-demand' by the dispatcher. The geo-spatial object management portion of the system should provide capabilities to trace routes, place stops and landmarks on the map for dispatchers and the general public to see. The mapping component shall also include a navigational request.*
- 4. Include a route management module which can be utilized by the dispatcher to effectively manage the route and determine the location of any vehicle in service. The system must provide the dispatcher the necessary real-time information to manage vehicle fleets whether they are on fixed shuttle routes, in the yard, or on special on-demand detours on route. The system should display the time each bus arrives at each stop per route and the "wait times" (e.g., how long the bus is at the stop). The software should include a GUI real-time dispatch display that clearly indicate status (i.e., color-coding), with emphasis on bus arrival times at designated stops based on the average speed of the bus and traffic impacts. The vehicle icon on the dispatch display should clearly indicate Vehicle ID, Route, Directional Status, Arrival Time, Departure Time, and Date & Time of last GPS update.*
- 5. Include a public interface that provides customers with bus location information. At a minimum, the bus locations are to be displayed on a map available on the web. Desired functionality includes details available for each bus (showing route, time at last stop or last time point, minutes late/early, etc.). The Vendor should also describe other information distribution interfaces that are available with their product such as stop-based electronic displays, text/SMS messaging, PDA applications, etc. Kenosha Area Transit may not choose to implement these additional features if their ongoing cost is too high, but the availability of multiple interfaces will be an*

important benefit.

6. *Access to all real-time and archived vehicle location data must also be available to third party applications for external development purposes. The VENDOR should indicate which method would be used (XML, RSS, JSON, SQL, etc.)*

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PROPOSAL RESPONSE ORGANIZATION AND FORMAT

Proposals should be as thorough and detailed as necessary to allow the City of Kenosha and Kenosha Area Transit to properly evaluate the Vendor's capabilities to provide the required services. Elaborate proposals (e.g. expensive artwork) beyond what is sufficient to present a complete and effective proposal, are not necessary or desired.

Proposals should be typed and submitted on 8.5 by 11-inch paper bound securely. Proposals should be organized and presented in the order and by the number assigned in the RFP. Each individual attachment should be separated by tabs or otherwise clearly marked. Six (6) complete sets of documents are required as well as one copy in digital format (CD or USB).

- 6.1. *Provide a brief cover letter identifying the Vendor by name and address. Describe your understanding of the City and the work to be performed.*
- 6.2. *Provide a separate overview and history of your firm. Include information about your company so the City can evaluate the Proposer's stability and ability to support the commitments set forth in this RFP. The City may require additional documentation to support and/or clarify requested information. Include all of the information requested below, in the same order as listed (a-g):*
 - 6.2.a. *List the company's complete legal name, full address, headquarters location.*
 - 6.2.b. *List the contact person for this RFP, name, title, e-mail, and phone.*
 - 6.2.c. *State how long the company has been in business.*
 - 6.2.d. *Give a brief overview of your company to include affiliated divisions and locations, main or core areas of expertise and services offered.*
- 6.3. *Provide a comprehensive statement indicating your understanding and compliance with the entire Scope of Work (pages 9-14 of this RFP). Vendor must provide a list of items in the Scope of Work to which they take exception. The list must reference the page and item number for each exception and shall be in the same numerical sequence as the RFP. Where an exception is noted, Vendor shall provide an explanation and may provide an alternative approach to satisfying the requirement.*
- 6.4. *Provide a written proposal describing in detail the Vendor's recommended solution and how it will fulfill the technical and operational requirements specified herein. Include a statement regarding the Vendor's ability to meet the time constraints proposed by the City.*

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The purpose of this RFP is to provide an Automatic Vehicle Location and Computer Aided Dispatch (AVL/CAD) Information System (the system) for 45 buses.

Overall

1.Highlights

The system must:

- 1.a.Capture and transmit vehicle location information on a real-time basis.
- 1.b.Update at a rate as close to real-time as possible, no more than 2 seconds per update.
- 1.c.Include iPhone, Android & mobile website apps free of charge for end user.
- 1.d.Include "Kenosha Area Transit" branded public website.
 - 1.e.Include a local SMS phone number for ETA SMS requests
 - 1.f.Provide an online map-based interface for administrators to change/update route paths and bus stop locations in real-time, allowing these updates/changes to be effective immediately.
 - 1.g.Integrate with our automated passenger counting system (APC), which is provided by Urban Transportation Associates
 - 1.h.Offer one-click General Time and Frequency Specification (GTFS) for export to Google.
 - 1.i.Be cloud hosted.
 - 1.j.Provide optional capability and integration of real-time transit data Application Programming Interface (API), including developer documentation that allows for querying data from AVL services, with a JavaScript Object Notation (JSON) document as output. The API should provide real-time vehicle location data and estimated arrival times for vehicles as they approach stops.
 - 1.k.Provide Automated Voice Annunciation (AVA) for American with Disabilities Act (ADA) compliance
 - 1.l.Integrate or provide destination signs with Hanover or Twin Vision / Luminator signs.
 - 1.m.Have the ability for future farebox integration with the current Genfare (GFI) system.
 - 1.n.Offer playback feature.
 - 1.o.Collect on-time performance
 - 1.p.Record miles and hours by revenue and deadhead automatically with out odometer entry.
- 1.q. Provide accurate automatic passenger counting systems on all passenger doors .
- 1.r.Allow for integration with REI video system or in house system for live-view opportunity
 - 1.s.The vendor must:
 - a.Provide a work plan for installation and start up within one months from award.
 - b.Deliver the entire project within 6 months from notice to proceed.
 - c.Provide one sole point of contact and recurring planning meetings for duration of deployment
 - d.Provide in-person training for the startup and rollout.
 - e.Provide detailed explanation on the training process as future updates or changes occur.
 - f.Explain integration with radio communication, if provided.
 - g.Provide a 5-year and 10 years hosted software price respectively.
 - h.Provide a renewable service and maintenance option for updates, support, and onsite maintenance as required
 - i.Provide pricing for the entire system on 45 vehicles but include a per vehicle price in the detailed pricing documentation.
 - j.Provide route/schedule updates within the support contract if Kenosha doesn't have the time or staff available to make changes on the software

1.Integrations

- 1.a.See highlights.

1.b.Destination signs – System must automatically sign in to display the proper route information and destinations without requiring an additional operator sign-in. Vendor responsible for destination signs equipments.

1.c.Provide speakers or use existing Speaker system – System must integrate with the existing vehicle speakers to perform announcements both inside and outside the bus.

1.d.Provide or use Lot wifi – System shall be able to use existing/provide lot wifi to retrieve any necessary data offload.

1.e.REI video system – System shall allow REI video system to use the same data connection for live look in. Kenosha is not asking vendors to price in any software from REI, only the system architecture to support data transfer. However, if Kenosha does not have proper software, from REI, Vendor responsible for REI software if it is required.

1.f.System shall allow for future integrations including: Passenger wifi, traffic priority, engine diagnostics, and others. Kenosha does not want any additional “option” pricing for this procurement outside of the provided scope of work

2.Automated Voice Announcements (AVA)

2.a.System shall have an integrated Automated Voice Annunciation system that uses vehicle locations and GPS geofences to announce stops both internally and externally.

2.b.System shall give the ability to create and choose which stops and routes are announced via web portal.

2.c.System shall give the ability to enter in how route or stop announcements should be pronounced phonetically via web portal.

2.d.System shall have the capability to use text-to-speech. However, we can accept other comparables.

2.e.System shall have the ability to edit current stop or route announcements by turning “off” or “on” via web portal.

2.f.System shall have the ability to announce stops or routes using a live map showing the vehicles location in real time via web portal.

2.g.When a new route or stop is created the system shall always give the ability to choose whether the route or stop is announced via a web portal.

2.h.AVA system shall use its’ own amplifier so that all audio from the integrated system can be managed with priority

2.i.Vehicle operators shall still be able to make an announcement from the vehicle PA. This shall receive priority over other onboard audio

2.j.The proposed LED shall integrate with the proposed system to display next-stops.

3Automatic Passenger Counting (APC) or Digital Passenger Counting (DPC)

3.a.The APC system shall include a counter on each passenger door. KAT buses each have two passenger doors

3.b.System shall integrate data from on-board Automatic Passenger Counter (APC) equipment and transfer the data to a server for further analysis.

3.c.Providing an APC system is part of this RFP.

3.d.Ensure APC system is accurate enough to be certified for NTD passenger mile data collection

3.e.Overall system performance will enable the exact determination of alighting and boarding passengers at each stop with an accuracy greater than 95%

3.f.The APC system will be designed and tested to produce highly accurate passenger counts, to demonstrate an ability to discriminate valid passengers from non-passenger objects, and to detect double-backs and re-crossings

3.g.The APC system will not interfere electronically with the operation of the transit vehicle or its onboard electronic equipment such as security equipment, engine controls, transmission or other electronic equipment;

3.h.The APC system will be installed according to industry standards and recommended practices

3.i. All cables, wiring, interconnections, switches, and circuit breakers/fuses will be heavy duty and specifically designed for their purposes;

- 3.j. *The selected wire sizes and insulation will be based on current carrying capability, voltage drop, and flexibility requirements;*
- 3.k. *All installation will be done with tamper proof fasteners whenever possible;*
 - 3.l. *The APC system needs to be IP65 or IP67 rated, proven in transit vehicles*
- 3.m. *The APC system shall be able to recognize the height of passengers and delineate between passengers and non-passenger boarding objects*
 - 3.n. *Sensors need to be located overhead to provide 3D process imaging and detect simultaneous passenger movement.*
- 3.o. *APC system shall be designed for simple maintenance*
- 3.p. *The APC system supplier should provide accuracy testing and evaluation tools. It is essential to provide tools to prove and evaluate the performance and accuracy of the installed APC*
 - 3.q. *The sensor is also capable of recognizing bicycles and strollers/wheelchairs.*

Onboard vehicle logic unit and/or Mobile Data terminal (VLU and MDT)

- a. *Solution can be MDT based, VLU based, or a combination thereof.*
- b. *Hardware shall be vibration tested and in revenue service in other similar transit vehicles.*
- c. *System shall include an integrated or external cellular modem for data offload.*
- d. *VLU/MDT shall support future integrations with available inputs and output. At minimum this shall include: J1708, J1939, RS232, ethernet, USB, HDMI, and CAN bus.*
- e. *MDT shall be Android, Apple, or Windows based and allow for other applications to be added if necessary.*
- f. *MDT shall be a "commercial grade" and have an IP67 rating at minimum.*
- g. *MDT shall be connected directly to the modem for connectivity, not through wifi.*
- h. *MDT shall include a cradle and dock that is lockable and tamper resistant.*
- i. *MDT shall include software which assists the vehicle operator and facilitates log-in.*
- j. *System shall be able to still work and collect data even if the MDT was not logged into or is removed.*
- k. *MDT software shall have digital passenger counting features*
- l. *The passenger counts and real-time loads recorded on the MDT shall be accessible through dispatch.*
- m. *System shall use an external GPS/wifi dual antenna.*
- n. *VLU shall connect directly to integrated components not requiring additional hardware, media players, or other equipment.*

Passenger Components

4.Public Website

- 4.a. *Riders shall have ability to view only routes that are of interest to them or all.*
- 4.b. *System should have the ability for route remembrance for users.*
- 4.c. *System should provide arrival estimates to give riders more detail about anticipated vehicle arrival times.*
- 4.d. *Users shall have the System remember chosen routes from past times they have loaded the website.*
- 4.e. *Vendor shall design a banner that uses customer-supplied logos/graphics that clearly identifies the Kenosha Area Transit and a web address that is easy to market to riders.*
- 4.f. *System shall provide a module that allows content to be provided on Customer's own website.*
- 4.g. *System shall differentiate estimated time of arrival for inbound and outbound stops along a particular fixed route.*
- 4.h. *System shall continuously update the web page (whenever a new estimated time of arrival (ETA) is determined, bus is added/removed, etc.), without the user being required to refresh the web page*
- 4.i. *System shall be able to retrieve service alerts in real-time if activated by the Kenosha staff.*

- 4.j. System shall allow for users to set up automatic alerts by SMS or Email
- 4.k. System shall have ability to make a trip plan from the same website as the map-based arrivals.
- 4.l. System shall have the ability to add links out to other Kenosha services and pages.
- 4.m. The website experience shall mimic the experience of the branded application for familiarity for customers
- 4.n. Public website shall work with ADA tools like screen readers.
- 4.o. Must have Trip planner in all platforms – phone, computers, I-pad - others

5. Mobile Phone Access

- 5.a. System should provide interface that shows steady vehicle movement without reloading on internet-enabled mobile phones. System should provide access to announcements on internet-enabled mobile phones.
- 5.b. System should allow riders to access arrival estimates via SMS text messaging (particularly for phones that may not have smartphone & web capability).
- 5.c. For phones with GPS capability, system should provide geo location features to allow riders to identify location on map.
- 5.d. System should have the ability to integrate fixed route and on-demand mobile apps allowing users to toggle between the services in one app.
- 5.e. Features and function available on the public website shall all be available through the mobile phone and be easy to use and read.
- 5.f. System shall have “text only” web pages which operate on older phones like Blackberry or Palm and can load quickly.
- 5.g. For smartphones (iPhone, and Android), System shall provide interface that shows vehicle movement without reloading.
- 5.h. Features to allow riders to identify location on map.
- 5.i. System shall provide a free-to-download native iPhone application that is called “Kenosha Area Transit”.
- 5.j. System shall provide an optional notification platform for smartphones where riders can enter in a recurring schedule for impending bus arrival notifications. These notifications shall work without the rider opening the app

6. Smartphone Access

- 6.a. For smartphones (iPhone, and Android), System should provide interface that shows steady vehicle movement without reloading.
- 6.b. For smartphones with GPS capability, system should provide geo location
- 6.c. Features to allow riders to identify location on map.
- 6.d. System should provide a free-to-download native iPhone application.
- 6.e. System should provide a free-to-download native Android application.
- 6.f. Shall provide an optional notification platform for smartphones where riders can enter in a recurring schedule for impending bus arrival notifications. This should work without the rider opening the app.

B. SMS arrival and alert system

- a. System shall include a local phone number where users can text SMS messages with stop ID to receive arrival times.
- b. System shall allow for riders to also subscribe to Kenosha service alerts and receive automatically by SMS.
- c. Passenger portal and app shall allow for users to organize alerts for future trips and receive SMS notices on ETA’s automatically based on their parameters.
- d. Vendor shall price a local phone number and an “allotment” of text messages with option to purchase more.

7.Public Vehicle Location Displays

- 7.a.System shall provide the ability for Customer to use new or existing flat screen monitors to display a version of the System that requires no user interaction (for example, an LCD screen in a building lobby).*
- 7.b.Vendor shall provide the option for a minimum of four (4) outdoor signs that would display real time bus information for the system or specific routes that are suitable for Kenosha Area Transit's outdoor environment.*
- 7.c.Vendor shall be responsible for ensuring that all maps, routes, and information properly displays and automatically refreshes on LCD screens at all times.*
- 7.d.The display shall include route name and the ability to differentiate routes by design and color.*
- 7.e.The display shall include the ability to identify a specific vehicle and its associated route.*

Management Components

8.Management Software Requirements

- 8.a.System shall provide a dashboard for dispatchers to monitor current vehicle locations, ability to receive and send canned messages, track and monitor alerts.*
- 8.b.System shall provide real-time graphical displays of vehicle location using map interface.*
- 8.c.System shall provide a management interface to allow assignment of buses to routes by dispatchers.*
- 8.d.Interface should be intuitive and simple to use.*
- 8.e.System shall allow announcements to be posted immediately or in advance for posting at pre-defined time. System shall also allow announcements to be removed automatically at a pre-defined time in the future.*
- 8.f.System shall have ability to enter/change route data ad-hoc without contacting the Vendor*
- 8.g.System shall have ability to enter/change stop data ad-hoc without contacting the Vendor*
- 8.h.System shall provide historical playback of vehicle locations.*
- 8.i.All back end administrative tools and functions shall be available on cloud based web portal. Solution must be 100% cloud based so that login is able to take place via a web portal at any time of the day.*
- 8.j.New accounts for login to the system must be able to be created almost instantaneously upon request. There should be at least three options for account privileges (dispatcher, viewer, admin, etc...)*
- 8.k.Certain management functions (e.g. assigning buses, activating routes) shall be allowed from internet- enabled smartphones.*
- 8.l. System shall support interlined schedules and schedules with deadhead time built in*
- 8.m.Interface shall be intuitive and simple to use.*
- 8.n. System shall collect information on a trip-by-trip basis including On-time performance, speeds, off-route behavior, layover times, and driver.*
- 8.o. Historical trip by trip map-based data shall be available within the dispatch software for at least 90 days*
- 8.p. System shall allow alerts and announcements to be posted immediately or in advance for posting at pre-defined time. System will also allow announcements to be removed automatically at a pre-defined time in the future.*

9.Reports

- 9.a.System shall provide web-based reports that allow customer to run transit system more efficiently. Desired reports include:*
 - 9.a.i.On-Time Performance (available by driver, stop number, and vehicle)*
 - 9.a.ii.Headway Report*
 - 9.a.iii.Travel time Report*
 - 9.a.iv.Hours in service Report*
 - 9.a.v.Mileage Report to include total mileage, scheduled, and actual by day, route, driver and vehicle*
- 9.b.Ability to see all of a particular vehicle's arrivals and departures for the day*
 - 9.b.i.Off-Route Report*
 - 9.b.ii.Speeding Report*
- 9.c.Reports shall allow for time based comparison (e.g. last week vs. this week) and historical reporting.*
- 9.d.Reporting data should be captured and remain accessible for at least three (3) years.*
- 9.e.Reports shall be exportable to standard Microsoft document format (Excel, Word) and/or PDF format and should be available to client instantly.*
- 9.f.An auditing tool shall be included which allows administrators to "accept" notes related to abnormal*

- performance or add their own.*
- 9.g. Reports shall be customizable so that canned reports can be changed in real-time to satisfy other filters or requirements*
- 9.h. History tool that allows administrators the option to select viewing the entire system at once, by route, or by bus.*
- 9.i. Revenue hours and mileage.*
- 9.j. Deadhead hours and mileage.*
- 9.k. Passenger counts by route, stop, trip, and vehicle*
- 9.l. Passenger mileage*
- 9.m. Passenger counts by hour and day*
- 9.n. Wheelchair counts*

9-1 Vehicle Operators Components.

. MDT software and single sign-on

- a. MDT shall allow for driver log-in.*
- b. MDT shall allow for digital counting of passengers under custom categories.*
- c. MDT shall include trip feedback such as current time, next time point time, and route information.*
- d. MDT shall include headway assistance tools to help maintain consistent headway.*
- e. MDT shall include options to receive messages from dispatch and send canned messages back.*
- f. The MDT shall allow for multiple logins to an entire block. The system shall not need the MDT to manage the vehicle assignments.*
- g. After signing into the MDT, the rest of the integrated system shall be able to understand the block, trip, route, and driver of the current trip and inform the integrated system such as the vehicle head-signs.*

10.Support

- 10.a. Vendor will provide 24/7 support when needed in case of severe emergencies.*
- 10.b. Vendor should be accessible via phone, web and e-mail, at a bare minimum.*
- 10.c. Turnaround response time of Vendor for any mission critical component of the system should not exceed 3 hours.*
- 10.d. Vendor shall provide training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of System.*
- 10.e. Vendor shall also provide optional web-based training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of System and on an as-needed basis for future trainees.*
- 10.f. Vendor shall provide help manuals to allow resolution of straightforward items as expeditiously as possible.*
- 10.g. Support shall be available during normal business hours. Standby support shall be available at all other times, including nights, weekends, and holidays.*
- 10.h. Vendor shall protect and backup, for a minimum of 60-days, any software configuration settings, any Customer provided data that has been modified for use by the software, and any new data produced by the software itself.*
- 10.i. Vendor shall be able to offer onsite support where required.*
- 10.j.i. Vendor shall keep an online help desk which includes training tools for self-paced learning like guides and videos*

11.Hardware

- 11.a.Kenosha Area Transit is seeking the most user friendly system while requiring the least maintenance. Preference would be to have no onboard servers and the ability to push all information out to tablet or comparable device.*
- 11.b.At the time of installation, the hardware must be the current technology available and compatible with the Vendor's software.*
- 11.c.Hardware shall remain under warranty for one year and shall offer options for extending the warranty for up to 5 years.*
- 11.d.Vendor shall install a power conditioner in each vehicle to ensure proper voltage to the tracking unit to increase device stability and performance.*
- 11.e.Vendor shall install an inline power fuse to tracking units to prevent possible power short conditions and device failure.*
- 11.f.Should a malfunction occur which requires hardware to be replaced-- during the initial contract; the replacement equipment must be new with the latest technology at the time of replacement and/or installation.*
- 11.g.Hardware shall offer the capability for dynamic interface additions/changes over time. Examples should include driver login, route selector, and passenger counting input, on-time performance indicators, etc.*
- 11.h.Hardware shall integrate additional components directly into existing hardware. Examples should include Automatic Voice Announcement (AVA) systems for American Disabilities Act (ADA) compliance and Automatic Passenger Counters (APC's).*
- 11.i.Hardware shall receive software updates over the air*
- 11.j.Vendor shall provide future support options for hardware over the life of the contract*
- 11.k.The mobile data terminal (MDT) shall have a scratch free display with damage-resistant glass to allow easy readability.*
- 11.l.The MDT shall be able to withstand shock and vibrations generated by transit vehicles.*
- 11.m.The MDT shall be drop resistant, vibration resistant, atmosphere certified, and MIL-STD-810G and IP67 certified.*
- 11.n.The MDT shall operate in ambient temperatures from -6F to 140F (-21C to 60C), and ambient humidity up to 95% RH non-condensing.*

12.Software

- 12.a.At the time of implementation, the software must be the current version and compatible with the Vendor's hardware.*
- 12.b.Vendor must always ensure that the Kenosha Transit is utilizing the latest approved software version available.*
- 12.c.Vendor must be able to supply an on-demand solution as an optional module.*
- 12.d.The software shall be updated with new features consistently. Kenosha shall receive those updates under any maintenance agreement and continued hosting agreement.*
- 12.e.Kenosha may be open to different pricing options including SaaS, perpetual licensing, or long-term licenses; so long as each option still comes with continued updates/support.*

13.Maintenance

- 13.a.Vendor to include maintenance/hosting agreement for the first year and half in the base cost.*
- 13.b.Vendor to provide an annual breakdown of cost for the maintenance agreement for an additional four 1-year renewal options*

13.c. Vendor to provide an annual breakdown of cost for the maintenance/hosting agreement for an additional nine 1-year renewal options.

14. Delivery and Installation

- 14.a. The City prefers a Vendor who can deliver and install a fully functional, tested and operational system four months after award.
- 14.b. All proposals must include a Gantt chart or similar detailed, step by step project management time line, outlining specific tasks, responsibilities, and dates from start to finish for this project.
- 14.c. The chart must include specific dates when Kenosha Area Transit personnel must be available to work with the Contractor.

15. Vendor Compliance

15.a. It is the Proposers responsibility to notate any exception taken to the City's requirements (SCOPE OF WORK) specified in this RFP. Proposers taking exceptions shall submit, with their proposal, an itemized comparison with the specification, documenting the nature of their exception. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME

ORDER AS THE CITY SPECIFICATIONS AND SHALL REFERENCE THE CITY PAGE & ITEM NUMBER. For example, if your company does not offer 24/7 technical support as required on Page 13, Item 10 .a, you must reference that page and item number on your exception list and provide information on the support you offer.

15.b. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive.

16. Pricing Format

- 16.a. Proposer must complete and return the included pricing document.
- 16.b. Proposer must provide an additional, separate completed pricing sheet with all hardware and software options distinctly listed, with both unit and extended pricing.
- 16.c. Proposer must provide all operating costs for the solution.
- 16.d. Proposer must provide a yearly breakdown of all projected costs, both capital and operating.
- 16.e. Proposer must provide route deviations/changes free of charge; this must be listed as such on the pricing sheet. Proposer must also not charge for any map updates.
- 16.f. Proposer must use the City's lump sum price sheet but also attach line-item detail which allows the City to ensure responsiveness to required hardware and software items.
- 16.g. Proposer must provide a cellular cost option.

Delivery and Installation

- 16.h. The City prefers a Vendor who can deliver and install a fully functional, tested and operational system within six months after award.
- 16.i. All proposals must include a Gantt chart or similar detailed, step by step project management time line, outlining specific tasks, responsibilities, and dates from start to finish for this project.
- 16.j. Vendor shall be able to do business directly with bus/trolley manufacturers for future hardware purchases. Vendor should provide examples of being contracted by bus dealers and manufacturers.

18. Vendor Compliance

a. It is the Proposers responsibility to notate any exception taken to the City's requirements (SCOPE OF WORK) specified in this RFP. Proposers taking exceptions shall submit, with their proposal, an itemized comparison with the specification, documenting the nature of their exception.

b. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive.

The scoring criteria listed will be evaluated by the information you provided in your proposal:

SCORING CRITERIA AND POINTS

Description	Possible Points
<p>Company Experience & Qualifications <i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • <i>Experience & Qualifications of Key Personnel Assigned to City</i> <ul style="list-style-type: none"> • <i>Favorable References</i> 	15
<p>Compliance with Scope of Work <i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • <i>Number and significance of exceptions</i> • <i>Alternatives and options proposed</i> 	25
<p>Customer Service and Support <i>Including but not limited to:</i></p> <ul style="list-style-type: none"> • <i>24/7/365 support</i> • <i>On-site and Online Training</i> 	20
<p>Pricing <i>Such as but not limited to the following:</i></p> <ul style="list-style-type: none"> • <i>Initial cost + Total Cost of ownership for 10 years</i> • <i>Cost of proposed options</i> 	20
<p>Vendor Interviews & Demonstrations</p> <ul style="list-style-type: none"> • <i>Proposals will be preliminarily scored by the Evaluation Team.</i> • <i>Highest scoring Vendor(s) will be invited for interview, demonstration, and negotiation.</i> 	20
TOTAL	100



Kenosha Area Transit

AVL/GPS Based Real-Time Passenger Information System

COST SUMMARY SHEET

Prices listed below must include all costs of the software project, including any Vendor discounts and all freight charges.

<i>Total first year cost for proposed solution to include all hardware, software, implementation, training, support, hosting, and any other related expenses. Vendor must attach a detailed breakdown of each cost component (line item detail) so City can project future replacement costs.</i>	\$
<i>Indicate your proposed annual costs for on-going maintenance and support.</i>	\$ / YEAR 2 \$ / YEAR 3 \$ / YEAR 4 \$ / YEAR 5 \$ / YEAR 6 \$ / YEAR 7 \$ / YEAR 8 \$ / YEAR 9 \$ / YEAR 10
<i>List any other costs the City may incur over the course of the proposed project.</i>	\$
	\$
	\$
	\$
	\$
PAYMENT TERMS: <i>Final payment will be made Net 30.</i>	
Vendor accepts P-Cards: <i>The City will not accept any added fees for credit card usage.</i>	- _____ NO YES

•Add additional information on an attached page if needed.

ATTACHMENT A – REFERENCES

VENDOR NAME: _____

Provide a minimum of four (4) references, with at least three (3) municipal transit department customers of similar stature to the Kenosha Area Transit. Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this solicitation document. If Vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement. The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements.

1. Company Name:	
<i>Address:</i>	
<i>Telephone:</i>	
<i>Contact Person:</i>	
<i>E-mail address:</i>	
<i>Product(s) and/or Service(s) Used:</i>	
<i>How long have you been working with this company?</i>	

2. Company Name:	
<i>Address:</i>	
<i>Telephone:</i>	
<i>Contact Person:</i>	
<i>E-mail address:</i>	
<i>Product(s) and/or Service(s) Used:</i>	
<i>How long have you been working with this company?</i>	

3. Company Name:	
<i>Address:</i>	
<i>Telephone:</i>	
<i>Contact Person:</i>	
<i>E-mail address:</i>	
<i>Product(s) and/or Service(s) Used:</i>	
<i>How long have you been working with this company?</i>	

4. Company Name:	
<i>Address:</i>	
<i>Telephone:</i>	
<i>Contact Person:</i>	
<i>E-mail address:</i>	
<i>Product(s) and/or Service(s) Used:</i>	
<i>How long have you been working with this company?</i>	

ATTACHMENT B – COMPANY OVERVIEW

Vendor/Firm Name: _____

Indicate the Number of Employees: _____

Years Firm has been in Business: _____

Indicate Primary Business Activity: _____

Indicate the Number of AVL /CAD system installed in past 5 years: _____

Company's Vision/History: _____

Are you a minority owned business? Yes No

If yes, Are you certified? Yes No

Submitted by:

Firm: _____

Signature: _____

Print name: _____

Date: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Use additional pages (if necessary)

ATTACHMENT C – DESIGNATION OF CONFIDENTIAL, TRADE SECRET & PROPRIETARY INFORMATION

Material submitted in response to the City of Kenosha’s (the “City”) Request for Proposal includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the proposer asks that the trade secrets contained on certain pages of this proposal, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>
—		
—		
—		

***NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

IF THE CITY AGREES WITH PROPOSER’S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number	E-mail
Name (Please Print)	Company Name	
Title	Date	

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City’s preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. , etc. Data contained in the proposal and all documentation become property of the City.

ATTACHMENT D – INSURANCE/INDEMNIFICATION REQUIREMENTS

Indemnification

To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Kenosha, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City of Kenosha, or its elected and appointed officials, officers, employees or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has

been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employers Liability Insurance - The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)*
- 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA0001), covering Symbol 1 (any vehicle)*

Limits -The Contractor shall maintain limits no less than the following:

- 1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City of Kenosha) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.*
- 2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.*
- 3. Umbrella Liability- Two Million dollars (\$2,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.*

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and*

completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.

- 2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers.*
- 3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Kenosha, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.*

4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Kenosha.

7. Such liability insurance shall indemnify the City of Kenosha, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.

8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City of Kenosha, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City of Kenosha. At the option of the City of Kenosha, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Kenosha a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such

evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

Responsibility for Work - Until the completion and final acceptance by the City of Kenosha of all the work under and implied by this agreement, the work shall be under the Contractor's responsibility care and control. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectations, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Sub-Contractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

ATTACHMENT E – Federally Required Clauses

Federal Contract Clauses

The following clauses are included in all procurements and all contracts where federal funds are involved. The applicability of each clause is defined under the title. Vendors are required to sign certifications where applicable.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Applicability: All contracts

In connection with the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any sub recipient, lessee, third party contractor, or other participant at any tier of the Project, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, sub agreement, lease, third party contract, or arrangement at any tier, the Federal Government has no obligations or liabilities to any entity other than the Recipient, including any sub recipient, lessee, third party contractor, or other participant at any tier of the Project.

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS.

Applicability: All contracts

The Recipient acknowledges and agrees that:

- 1. Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to the Recipient's activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.*
- 2. Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate. False or Fraudulent Statements or Claims. The Recipient acknowledges and agrees that:*

CARGO PREFERENCE – USE OF UNITED STATES FLAG VESSELS

Applicability: All contracts where equipment, materials, or commodities may be transported by ocean vessels

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

ENERGY CONSERVATION

Applicability: All contracts

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ACCESS TO RECORDS AND REPORTS

Applicability: All contracts

The following access to records requirements apply to this contract:

1. Where the purchaser is not a State but a local government and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 18.36(i), the contractor agrees to provide the purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO contractor access to contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

2. *Where any purchaser which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the contractor shall make available records related to the contract to the purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.*

3. *The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.*

4. *The contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).*

5. *FTA does not require the inclusion of these requirements in subcontracts.*

FEDERAL CHANGES

Applicability: All Contracts

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

Applicability: All contracts in excess of \$10,000

a. Termination for Convenience (All contracts)

The City may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The contractor shall promptly submit its termination claim to the City to be paid to the contractor. If the contractor has any property in its possession belonging to the City, the contractor will account for the same, and dispose of it in the manner the City directs.

b. Termination for Default [Breach or Cause] (All contracts)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or any beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (All contracts)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which the cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract with ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

d. Waivers of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by the Contractor of any covenant, term, or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts)

The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service)

If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of

this contract, the City may terminate this contract for default. The City shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

g. Termination for Default (Transportation Services)

If the contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the contractor a Notice of Termination specifying the nature of default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the contractor has possession of goods belonging to the City, the contractor shall, upon direction of the City, protect and preserve the goods until surrendered to the City or its agent. The contractor and the City shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

h. Termination for Default (Construction)

If the contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. In this event, the City may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City resulting from the contractor's refusal or failure to complete the work within the specified time, whether or not the contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City in completing the work.

The contractor's right to proceed shall not be terminated nor the contractor charged with damages under this clause if:

(1) the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include: acts of God, acts of the City, acts of another contractor in the performance of a contract with the City, epidemics, quarantine restrictions, strikes, freight embargoes; and

(2) the contractor, within ten (10) days from the beginning of any delay, notifies the City in writing of the causes of delay. If in the judgment of the City, the delay is excusable, the time for completing the work shall be extended. The judgment of the City shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the contractor's right to proceed, it is determined that the contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City.

I. Termination for Convenience or Default (Architect and Engineering)

The City may terminate this contract in whole or in part, for the City's convenience or because of the failure of the contractor to fulfill the contract obligations. The City shall terminate by delivering to the contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for convenience of the City, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the contractor to fulfill the contract obligations, the City may complete the work by contract or otherwise and the contractor shall be liable for any additional cost incurred by the City.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

j. Termination for Convenience or Default (Cost-Type Contracts)

The City may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the City or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City, or property supplied to the Contractor by the City. If the termination is for default, the City may fix a fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the City, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the City determines that the Contractor has an excusable reason for not performing, such as a strike, fire, flood, events which are not the

fault of and are beyond the control of the Contractor, the City, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

ATTACHMENT F: GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

Applicability: Contracts and Subcontracts Over \$25,000

1. Definition: *Contractors are required to pass this requirement on to subcontractors seeking subcontracts over \$25,000. Thus, the terms “lower tier covered participant” and “lower tier covered transaction” include both contractors and subcontractors and contracts and subcontracts over \$25,000.*

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Kenosha. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR Part 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

PRIVACY ACT

Applicability: Any contract involving a system of records on behalf of the Federal Government under any contract

The following requirements apply to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by the FTA.

CIVIL RIGHTS REQUIREMENTS

Applicability: All Contracts

(1) Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity

The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (US DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(3) Subcontracts

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only is necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Applicability: All contracts

- A. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City’s overall goal for DBE participation is 2.5%. A separate contract goal has not been established for this procurement.*
- B. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR Part 26.13(b)).*
- C. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.*
- D. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of this work no later than 30 days after the contractor’s receipt of payment for that work for the City. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.*
- E. The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make*

good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability: All Contracts

The preceding provisions include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the USDOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause the City to be in violation of the FTA terms and conditions.

DRUG AND ALCOHOL TESTING

Applicability: All operational service contracts

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Wisconsin, or the City of Kenosha to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before February 1st of each year and to submit the Management Information System (MIS) reports before February 15th of each year for the previous year to the City of Kenosha. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit for review and approval to the City before February 1st of each year a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to submit to the City for approval the selection of the certified laboratory, the substance abuse professional, the Medical Review Officer, and the use of any consortium.

END OF DETAILED SPECIFICATIONS

BIDDER'S CERTIFICATION

I hereby certify that all statements herein are made in behalf of:

—

Name of Corporation, Partnership or Person submitting bid

a corporation organized and existing under the laws of the State of:

—

a partnership consisting of: _____

an individual trading as: _____

_____ *of the City of* _____

_____ *State of* _____

that I have examined and carefully prepared this proposal from the plans

and specifications and have checked the same in detail before

submitting this proposal; that I have full authority to make such statements

and submit this proposal in its (their) behalf, and that said statements are true and correct

SIGNATURE: _____

TITLE: _____

Sworn and subscribed to before me

this _____ day of _____ 20 ____.

— *(Notary or other officer authorized to administer oaths)*

SEAL:

My commission expires _____

Federal Certifications

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____, hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants 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 was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Bidder/Company Name _____

Type or print name _____

Signature of authorized representative _____ Date ____ / ____ / ____

Signature of notary and SEAL _____

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

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

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ____ / ____ / ____

Name and Title of Contractor's Authorized Official _____

BUY AMERICA CERTIFICATION
(STEEL OR MANUFACTURED PRODUCTS)
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

General Requirement (as stated in 49 CFR 661.5)

(a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.

(b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

(c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.

(d) For a manufactured product to be considered produced in the United States:

(1) All of the manufacturing processes for the product must take place in the United States; and

(2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.

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

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

**CITY OF KENOSHA, WISCONSIN
KENOSHA AREA TRANSIT
REQUEST FOR PROPOSAL
REGARDING
Automatic Vehicle Location and Computer Aided
Dispatch (AVL/CAD)**

PROPOSAL NOTICE # 04-22

The undersigned hereby proposes to furnish all labor, tools, equipment and all materials, except as definitely specified to be furnished by others, ready for use, all in accordance with these specifications, all as attached hereto and all of which the undersigned has examined, the following work for the compensation indicated.

Firm: _____

Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____