

LA CROSSE MUNICIPAL TRANSIT UTILITY (MTU)

**REQUEST FOR PROPOSALS (RFP) FOR
COMPUTER AIDED DISPATCH and AUTOMATED VEHICLE LOCATION (CAD/AVL)
SYSTEM**

RFP MTU23-001

October 2, 2023



2000 Marco Dr
La Crosse, Wisconsin 54601

LEGAL NOTICE

LACROSSE TRIBUNE

RUN DATE: 10.7.2023 and 10.14.2023

LA CROSSE MTU

REQUEST FOR PROPOSALS – COMPUTER AIDED DISPATCH and AUTOMATED VEHICLE LOCATION (CAD/AVL) SYSTEM, RFP MTU23-001

La Crosse MTU is seeking competitive proposals from interested, qualified and experienced vendors to provide a replacement Computer Aided Dispatch/Automatic Vehicle Location system for its fixed route bus service.

Proposals shall be received until 10:00 A.M. on Thursday, November 2, 2023 in the office of La Crosse MTU, 2000 Marco Dr., La Crosse, Wisconsin 54601. Proposals received after 10:00 A.M. will not be accepted.

All project and submittal details can be found in the RFP. The RFP can be downloaded from La Crosse MTU's website: <https://cityoflacrosse.org/mtu>

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PART A – BACKGROUND & GENERAL INFORMATION

Project Summary

The La Crosse MTU is seeking a replacement CAD/AVL system and multi-year service agreement for its fixed route bus system. The core system will include vehicle tracking in conjunction with mapping, route management, interface with onboard equipment, data connections with other software systems, graphical user interface for staff and other features to benefit our customers. The specific scope of work for this project is described further in this document.

Background

The La Crosse MTU provides fixed-route public transit services throughout the City of La Crosse and surrounding communities under municipal contracts. This area consists of the Cities of La Crosse, La Crescent, Onalaska and Town of Campbell. MTU operates 7 regularly scheduled fixed-routes Monday through Friday, 5 regularly scheduled fixed-routes on Saturday and Sunday, and 2 regularly scheduled fixed-routes with demand response route deviation Monday through Friday, and 1 regularly scheduled fixed-routes with demand response route deviation on Saturday. MTU also manages a Safe Ride route during the university's academic school year, which is provided by contract.

La Crosse MTU's fixed-route fleet currently consists of twenty-three (23) 35-foot heavy-duty diesel buses; and one 26-foot cutaway vehicle. See Appendix 3 for more details. MTU's peak vehicle requirement is 16 buses. MTU has approximately 700 formal bus stop locations throughout the service area.

Further route and schedule info can be found at: www.cityoflacrosse.org/MTU. MTU's current GTFS files are available for download upon request or Contacting the City of La Crosse IT Department as well as at https://static.cityoflacrosse.org/mtu/GTFS_Feed_CityofLaCrosse.zip.

La Crosse MTU is owned and operated by the City of La Crosse, WI. The City of La Crosse MTU is hereinafter referred to as "MTU."

Disadvantaged Business Enterprise

MTU has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. It is the policy of MTU to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

There is no contract goal established for this agreement. If a proposer is certified with the State of Wisconsin as a DBE vendor, please indicate DBE certification within the submitted proposal.

Contract & General Terms

MTU will enter into a fixed price contract with the selected vendor. The resulting contract will also include this RFP document and the contractor's proposal response as component parts. The service agreement term will be for three (3) years with options to extend for two one-year periods. This contract shall automatically extend into each one-year option period unless either party notifies the other, in writing, 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s). A sample contract is provided in Appendix 4.

Communications in connection with this contract shall be in writing and shall be delivered personally or by email; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of MTU and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

MTU is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. MTU will furnish necessary exemption certificates upon request.

Funding

Funding for this procurement is provided by City, County, State, and Federal taxpayer dollars. As such, the agreement with the successful proposer shall at all times be subject to the rules and regulations of Wisconsin Department of Transportation and the Federal Transit Administration, under the provisions of the Urban Mass Transportation Act of 1964, as amended. The successful Contractor shall be responsible for complying with all applicable laws and regulations governing the services described in this RFP as a Contractor of MTU. Specific Federal requirements are outlined in Appendix 1.

Insurance & General Requirements

The Contractor shall not commence work until it has obtained all insurance required and Certificate of Insurance has been provided and is acceptable to MTU. See Appendix 2 for applicable requirements.

Public Records

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately or provide separate files for electronic submittal and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The MTU cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The MTU cannot consider the following confidential: a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The MTU will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the MTU to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the MTU's opinion. At that time, all Proposals will be available for review in accordance with such laws.

Current Onboard Equipment

MTU's current CAD/AVL system was installed in the fall of 2018 by DoubleMap. The current system hardware includes a GETAC tablet with integrations to onboard equipment. The cell data plan is supplied by DoubleMap (Verizon) and included with the CAD/AVL system contract. The integrations onboard each vehicle include interface with DTECH J1708 Adapters (DT-9003), Plugable USB to RS-232 DB9 Serial Adapters, and Smart AVA Box 1.0 (USB), TwinVision exterior destination signs. The system includes web-based client software for service oversight, set-up/configuration and reporting; a white label rider app; and public bus tracking website.

Vehicle & Onboard Equipment Inventory

MTU's revenue vehicle inventory and onboard equipment is listed in Appendix 3. In addition, all revenue vehicles have a GENFARE Fast Fare Eze system installed. All vehicles in Appendix 3 are included in this project.

Project Goal

MTU staff serve multiple roles within the organization. For example, our Service Representative position answers customer inquiries, sells fares, routes phone calls, answers vehicle radio calls, provides travel instruction, and performs other dispatch-related duties. Our Operations Manager performs a similar range of duties covering all

aspects of operations, including road supervision, safety, training and scheduling. MTU does not have a full-time IT person within our individual department or mobile tech staff but is serviced by a shared IT Department with the entire City of La Crosse Unit. Therefore, we require a CAD/AVL system that performs optimally for our situation as a small urban transit system.

PART B – SCOPE OF WORK

Overall

The CAD/AVL system must provide La Crosse MTU with a turn-key product that will, at a minimum, provide the elements and functions described below. Vendor shall supply a complete package, including hardware, software, installation, mounting system components/hardware, cellular data, all required electrical components, all communication components, and all shipping and delivery costs, as necessary. Any functionality above and beyond the CAD/AVL system described in this RFP should be priced out as separate modules in the Cost Proposal Form.

The selected firm will be the prime contractor for the project and, as such, will be responsible for managing the entire scope of services as described in this RFP and other documents tied to this process.

La Crosse MTU recognizes the rapidly changing pace of innovation in mobile communications and technology. Any specification in this RFP that may hinder or limit the vendor's proposed deployment approach should be noted in writing through the 'written question' step of this procurement. The written question should contain a statement explaining how the proposed alternative would better serve the needs of La Crosse MTU. La Crosse MTU will consider each request and share responses through the Q&A process.

General Software Requirements

At the time of implementation, vendor's software must be the current version and compatible with the vendor's hardware. The software solution shall require no installation of any kind on La Crosse MTU computers or servers with everything stored on vendor's servers/cloud. Vendor must always ensure that MTU is utilizing the latest approved and beta tested software version available.

The system will be hosted by the supplier (or an agent of the supplier), accessible by way of the Internet (i.e., "cloud" or SaaS), and will run in a standard web browser currently under support by its manufacturer (e.g., Google Chrome, Microsoft Edge, Apple Safari).

System should be able to run on a standard PC with an operating system currently supported by its manufacturer, without the need to install any software or plug-ins.

Current CAD/AVL System

La Crosse MTU's current CAD/AVL system was installed in the fall of 2018 by DoubleMap. The current system hardware includes a GETAC tablet with integrations to onboard equipment. The cell data plan is supplied by DoubleMap (Verizon) and included with the CAD/AVL system contract. The integrations onboard each vehicle include interface with, TwinVision exterior destination signs. The system includes web-based

client software for service oversight, set-up/configuration, and reporting; a white label rider app; and public bus tracking website.

Management Software

La Crosse MTU prefers CAD/AVL software solution that is 100% cloud-based with web-portal access provided anytime of the day (24 hours a day, 7 days a week, 365 days a year). The CAD/AVL software shall provide the following minimum capabilities for La Crosse MTU management staff.

- Utilize GPS to provide automatic vehicle location (AVL) in conjunction with mapping
- Graphic User Interface (GUI) map display viewable through various devices (smartphone, smart TV, kiosk, PC, etc.)
- Map display shall clearly display vehicle icon and location. Map shall include the entire La Crosse MTU service area. Map shall have the ability to expand into additional communities if service expands. Further layered information shall include bus route, streets, highways, points of interest, time points, bus stops, run, operator ID, vehicle ID and speed. Include ability to limit display of this information according to permissions or map version. For example, the public map would not display operator name, etc, but may include mobility device securement equipment details or securement area configurations specific to each individual bus. Map display features shall include zoom in or out, pan in any direction and point-and-click on features and vehicles to retrieve information. The map should be expandable to full screen view.
- AVL and mapping will include all fixed-routes, including seasonal routes and event-based routes.
- AVL location data will begin when the ignition is turned on and continue reporting until the ignition is turned off. Location of vehicles with no assigned route will also be tracked and visible in mapping for the private transit system site.
- Dispatcher's GUI real-time display will provide bus arrival times at each bus stop based on average speed of the bus and traffic impacts. The vehicle icon should clearly indicate vehicle ID, route, directional status, arrival time, and departure time.
- Map will display last known position on any unit suffering loss of GPS signal and shall visually display and provide an alert to show a vehicle that is not in communication. Map will clearly mark each route and vehicle when more than one travels on the same street segment.
- Geo-spatial management portion will provide administrators a visual creator with the ability to add, delete or revise service data (route, stop, schedule, etc.) without contacting vendor.
- Added or edited service data will be effective immediately or scheduled for a later implementation date.
- Administrative and Dispatcher interface shall be simple, intuitive and easy to use

- Provide historical playback of vehicle locations (entire system, by bus or by route) with speed data.
- Administrative ability to create new accounts for instant login.
- Provide at least five (5) account privileges (dispatcher, viewer, administrator, etc.)
- Allow for certain management functions to be accessed from internet-enabled smartphones.
- Ability to send user pre-defined canned and brief custom messages to MDT(s) by selecting individuals operators or all vehicles with sender notification of success or failure of the transaction
- Approximately ten (10) staff would require access to the system. System will support concurrent logins with no degradation of performance.
- System must be able to run on a standard PC and operate on future Microsoft operating systems. The user interface must be accessed from commonly used Internet Browser without the need to install any software or plug-ins.

Vendor shall back-up and protect, for a minimum of sixty (60) days, any software configuration settings, any La Crosse MTU provided data that has been modified for use by the software and any new data produced by the software itself.

At the time of implementation, vendor's software must be the current version and compatible with the vendor's hardware. La Crosse MTU desires a solution that requires no installation of any kind on La Crosse MTU Transit's computers or servers with everything stored on vendor's servers/cloud. Vendor must always ensure that La Crosse MTU is utilizing the latest approved and beta tested software version available.

La Crosse MTU requires a proven solution. Vendors must have successfully installed/implemented proposed full ITS system, including Bus Tracker App and integrations, like Automatic Vehicle Annunciation (AVA), at a minimum of five (5) public transit systems.

Cost proposal format will include software support/hosting agreement for contract year-one and an annual breakdown of costs for an additional four (4) 1-year renewal options.

Hardware - General

La Crosse MTU is seeking to implement tracking hardware in twenty-four (24) revenue vehicles in fixed-route service. The ITS system should also allow for the integration of new vehicles into the system. The MTU would also request to have two (2) spare sets of components for the fleet, to have in case of immediate replacement for component failures.

During install, all hardware must be the current technology available and compatible with the vendor's software. Vendor shall supply a power conditioner in each vehicle to ensure proper voltage to the onboard unit to increase device stability and performance. Vendor shall install an inline power fuse to units to prevent possible power short conditions and

device failure. Hardware shall be capable of dynamic interface additions/changes over time.

Hardware shall provide the ability to integrate additional components directly into existing hardware. Example includes Automatic Passenger Counters (APC). Hardware shall receive updates over the air.

All hardware onboard vehicles shall be able to withstand shock and vibrations generated by transit vehicles in service. If a hardware malfunction occurs and required replacement during the initial contact, the replacement equipment must be new with the latest technology at the time of replacement and/or installation. The in-vehicle system must utilize battery backup for all necessary components to properly shutdown when bus battery switch is turned off.

Hardware – Mobile Data Terminal

Any proposed mobile data terminal (MDT), mobile data computer or tablet shall have a scratch free display with damage resistant, anti-glare glass to allow easy readability. Display will provide the driver the ability to switch between a 'day' and 'night' mode optimized for the ambient lighting expected under those conditions. Display will also provide ability to adjust volume and backlighting to suit individual operator preference. The device shall be drop resistant, vibration resistant, atmosphere certified and MIL-STD-810G and IP67 certified. MDT shall operate in ambient temperatures from -6°F to 140°F (-21°C to 60°C) and ambient humidity up to 95% RH non-condensing.

The MDT unit shall have the following functionalities.

- Automatic display of driver login screen when vehicle is powered up
- Driver login using employee identification number.
- Driver will input vehicle's odometer and run number. MDT will validate info with software.
- Should the driver turn off the ignition during the course of her/his shift for less than thirty (30) minutes, she/he should not need to logon again as the current data will be retained.
- Driver screen shall always display current time (AM/PM designation); communication network status; and new message indicator.
- New message indicator should only be visible when vehicle is stopped.
- Driver should only be able to retrieve/view messages when vehicle is not in motion.
- Drivers will be capable of sending a canned message to dispatch and supervisory staff monitoring system.
- Display will notify driver in real-time, if running ahead of schedule according to route time points. This can be accomplished with an indicator light or change in current time color.
- Capable of providing navigation to operators by displaying in-vehicle maps of each route and turn list directions. This process shall be hands-free, and operators should not have to enter destination address to use map navigation, as the

software will do this automatically and adjust according to geo-location.

- Navigation functionality will be integrated into the in-vehicle software application and will not be a separate application.

Website & Bus Tracking App

The CAD/AVL system will include a public interface that provides customers with bus location information based on real time location data. Website map and app will show steady vehicle movement on map without reloading. Motion of vehicle(s) tracked on website or app shall appear smooth and fluid. The public interface includes website, smartphone, smart TV, and monitor display access.

The public website shall provide:

- Users with the ability to select routes or areas of interest on map and view bus location.
- Static and real-time arrival estimates by bus stop
- Ability for La Crosse MTU's logo/graphics to website
- A module allowing content to be provided on La Crosse MTU's website.
- Ability to differentiate estimated arrival times for inbound and outbound stops along a specific route.
- Continuous updates to the web page without the user being required to refresh.
- Returning customers with route remembrance for previous visits
- Ability for riders to subscribe to a notification service, select one or multiple routes and receive notifications when next bus is arriving.
- Ability to display and push service alerts or other messages to riders.
- System shall provide a module that allows Trip planner and other content to be provided on Customer's own website.
- 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 webpage.

Smartphone App access shall provide:

- Users with the ability to select routes of interest and view bus location.
- Static and real-time arrival estimates by bus stop
- Users will receive static route schedule and real-time bus stop arrival estimate based on AVL data
- Geolocation feature to allow riders to identify location on map (for phones with GPS capability)
- Ability to integrate with future on-demand apps allowing users to toggle between services in one app
- Free to download native iPhone and Android application. Monthly download reports from app stores
- Ability for riders to subscribe to a bus arrival service. Ability to select stops, set a schedule and receive notifications when next bus is arriving at a specified bus stop within the time period selected. Alerts then notify the user in advance (10-15

minutes) of bus arrival.

- Translation of content to other languages
- App accessibility features to accommodate riders with disabilities
- User display shall offer detailed maps, preferably using customer-friendly maps, like Google Maps
- Ability to display and push service announcements, alerts or other messages to riders
- Trip planning

The system will have cellular-based vehicle location capability to capture and transmit vehicle location information on a real-time or near real-time basis transit system-wide and route specific. Cellular data fees shall be included in the vendor's base price.

System shall provide the ability to display a version of the bus tracking map on public flat screen monitors and smart TVs. La Crosse MTU would potentially purchase and install monitors and smart TVs at its downtown transit center and possibly other strategic locations in its service area. The display would require no user interaction and automatically refresh on LCD screens at all times. The display shall include the ability to identify a specific vehicle, view route name and differentiate routes by design or color. The ITS system shall maintain map, route and other information to ensure it is current.

Covert Alarm

La Crosse MTU requires the CAD/AVL system to provide a covert alarm feature that allows drivers to discretely contact dispatch when an emergency exists or when radio communication is not an option. When triggered by the driver, the triggering action and subsequent alarm would be covert onboard, meaning it would not alert passengers. However, the alarm would visibly and audibly alert dispatchers and admin personnel viewing the software. La Crosse MTU would prefer the option to send a text notification with pertinent information to designated cell phones when the covert alarm is triggered as well. When triggered, the covert alarm would also integrate with each vehicle's destination signs and display an appropriate message on exterior signs. To trigger the alarm, La Crosse MTU would consider a covert button/function built into the proposer's hardware solution.

Automatic Passenger Counters (APC)

La Crosse MTU requires CAD/AVL system to provide Automatic Passenger Counters (APC) to collect ridership data and bus stop utilization accurately and dependably. The importance of tracking boarding and alighting data will be of great importance when used for NTD reporting. The APC system shall include the following:

- System shall have an integrated Automatic Passenger Counter system that works in concert with the overall CAD/AVL system to be installed in the entire existing fleet.
- System shall give the ability to create passenger counts without administrator or

driver input. Proposed solution must need zero manual input from any source for start-up.

- System shall be intuitive and easy to use.
- System shall have a minimum fifty (50) separate and unique rider types.
- System shall have at minimum one separate counting trigger: overhead or door entry.
- System shall cover all entrance and exit points of the vehicle.
- System must accurately count passengers as they board and alight, recording data as a function of individual stops, routes, and runs.
- System must be designed and tested to distinguish valid passengers from non-passenger objects, and to detect double-backs and re-crossings.
- Vendor shall ensure APC or DPC information is available in an acceptable format for NTD and FTA Certified reporting of 95% confidence and 10% precision levels.

Automated Voice Announcements (AVA)

La Crosse MTU requires CAD/AVL system to provide Automated Voice Announcements (AVA) of bus stops, major intersections, or other designated locations over an interior speaker system. The announcement capability shall be designed to allow MTU to comply with applicable ADA (Americans with Disabilities Act) requirements and guidance. The AVA system shall include the following:

- Announcements must be able to be made at a predetermined distance from a bus stop. Announcements shall be paused while a bus operates off-route.
- Use of GPS vehicle location data and GPS geo fences/trigger zones to determine announcement timing. The trigger zone shall use default values or allow La Crosse MTU to over-write by route and/or individual location.
- The system shall detect reacquisition of the route, at any point along the route, and automatically determine and announce the next valid bus stop or other designated location.
- A configuration utility that allows La Crosse MTU the ability to fine tune announcements. This includes creation and selection of which bus stops and routes are announced; edit of current stop announcements by turning 'off' or 'on'; creation of custom trigger zones to identify bus stop locations and other trigger locations; and configure pivot points that trigger a change to the destination sign.
- When a new route or stop is created in the web portal, CAD/AVL system shall provide a digitized voice synthesizer tool or professionally recorded audio announcements for locations selected for announcement. If recorded audio is provided by vendor, changes or additions to audio files must be provided for the life of the contract and available within 2 business days of La Crosse MTU's request.
- Audio announcements shall be played in English and up to two additional languages (e.g., Spanish and Hmong)
- In addition to the next stop announcements, the annunciation system shall be capable of making vehicle operator-initiated announcements. The operator can select from a list of pre-compiled announcements via the MDT.
- Vehicle operator use of the PA system shall override any automated

announcements.

- Provide scrolling text data (route name & number, stop name for designated stop and date & time) to the interior LED sign or digital onboard displays.

Reporting

CAD/AVL system shall provide reports that allow La Crosse MTU to run more efficiently, improve safety and share data. Vendor shall provide a variety of tools that allow users to analyze, monitor and diagnose fixed routes and their operations. Minimal required reportable data and events includes:

- Route Performance (run times, average vehicle speed and schedule adherence)
- On-time performance
- Service hour and miles
- Vehicle speed and movement
- User-Defined Exceptions: Off-route, speed, route adherence, etc.
- On-board announcements (when & where announcements were played)
- Website usage reports

Reports shall allow for time-based comparison and historical data. Reports shall include filters by driver, route and run. Reports shall be exportable instantly to Microsoft Excel and Word. Reports should also be available in PDF format.

The system shall automatically email selected reports to a list of La Crosse MTU supplied email addresses.

Systems Integration

CAD/AVL system must offer complete system integration that accommodates existing equipment onboard La Crosse MTU buses without compromising efficacy of overall system. The existing equipment includes, but is not limited to, the items listed in “Current Onboard Equipment” and “Current CAD/AVL System” sections above. The CAD/AVL system must integrate with each vehicle’s destination signs, interior displays/signs, speakers, as well as electronic fare media technology with no additional hardware needed. At a minimum, the CAD/AVL system will integrate with the destination signs to change messaging automatically to a different route based on vehicle location; The CAD/AVL system must have the ability to expand and be open to integration with future systems, like Automatic Passenger Counters (APC) and other future electronic fare media technology.

In the event of CAD/AVL system malfunction, the existing control unit provided by the destination sign manufacturer shall remain functional for driver override. If La Crosse MTU’s destination sign control units on the older vehicles require upgrades to allow for integration, La Crosse MTU will work with TwinVision and the awarded vendor to coordinate and supply necessary upgrades. The text displayed on the destination signs shall automatically update as the bus traverses the route. La Crosse MTU will have the ability to define points along the route and corresponding destination sign text. The

system must determine by bus location when it is necessary to change the destination sign.

ITS system will allow for future integration with on-demand app (first-mile/last-mile) and/or mobile ticketing app into proposer's bus tracking app & public website.

La Crosse MTU's vision includes development of a future enterprise database to organize and manage data from multiple systems. ITS system integration would include a recurring transfer of selected data in a format usable by the enterprise database.

General Transit Feed Specification (GTFS)

The City of La Crosse currently maintains La Crosse MTU's GTFS data. Route and bus stop data is maintained/edited within ArcMap software. Calendar, fare, transfer and other data is manually edited.

The CAD/AVL system must manage all GTFS data and provide a simple GTFS export feature when feed update files are required. GTFS data must use naming conventions throughout. The GTFS data files must be available to La Crosse MTU at all times, continue to be open to developers and published on the City of La Crosse's website (https://static.cityoflacrosse.org/mtu/GTFS_Feed_CityofLaCrosse.zip) and other websites containing transit feeds.

Support

The CAD/AVL system vendor will provide 24/7 support when needed in case of severe emergencies. Vendor's support will be accessible via phone, web and email with a turnaround response time of less than 3 hours for any mission critical components. Base support shall be available during normal business hours. Standby support shall be available at all other times, including weekends, nights and holidays.

The vendor shall offer one full year of full technical support as part of its cost proposal. This technical support shall include, but not necessarily be limited to:

- Phone & email support with service technician/engineer during normal business hours maintained by La Crosse MTU
- Provision of diagnostics/repairs via remote control access to system hardware/software
- On-site technical support when required.
- Product upgrades, new releases, patches, etc. when issued by the vendor.

Software enhancements (point releases) shall be included for the duration of the project.

Open Data

The system should provide optional capability and integration of Real-Time Transit Data API, including easy to use developer documentation that allows for querying data from AVL services, with JSON document as output. The API should provide real-time vehicle

location data and estimated arrival times for vehicles as they approach bus stops. Open data shall be updated regularly to reflect changes in routes, schedule and/or bus stops.

Access to all real-time and archived vehicle location data must be available to third party applications for external development purposes. La Crosse MTU strives to make data developer-friendly and requires a vendor that provides open data to other third-party developers. The real-time AVL feed would potentially be used by this technology.

System & Data Security

Cloud services and login must be over a secure connection. Data must be encrypted to the latest standards. All data stored in the Cloud must be free from any Personally Identifiable Information (PII). Any PII data requires appropriate protection and shall not be publicly available. Vendors will confirm these items and explain full security measures in their Written Proposal Response.

Data Ownership & Protection

All data in the Cloud environment is understood to be the property of the La Crosse MTU. If the agreement between La Crosse MTU and cloud provider or vendor is cancelled, it is understood that all data can be exported to La Crosse MTU. In the event of a contract termination, the contractor agrees to make all necessary good-faith efforts to cooperate in the transition of La Crosse MTU information back to La Crosse MTU or to other, new vendors.

The Contractor shall not use, disclose, or distribute any data provided by La Crosse MTU except as may be requested to La Crosse MTU and for La Crosse MTU purposes. In the event the Contractor is contacted by any law enforcement or regulatory agency with any lawful order regarding La Crosse MTU data, the Contractor shall promptly notify La Crosse MTU of such contact to the extent allowed by law. The Contractor shall provide copies of La Crosse MTU data to La Crosse MTU upon request.

GPS data, and specifically route identifiers and location coordinates, are not considered potentially sensitive data. Both parties understand that this GPS data will be an integral element of this system and that temporary access to this GPS data may, in fact, may be disclosed to the public through the public's use of an associated application or website to enhance the public's use of La Crosse MTU.

Warranty

All hardware and equipment shall have a minimum one-year warranty (100 percent parts and labor) that begins on the date of acceptance and include free technical support calls during normal business hours 8:00 AM – 5:00 PM CST.

PART C – PROJECT IMPLEMENTATION

The following contains minimum expectations for the awarded vendor during implementation.

Project Management

All information and correspondence shall flow through MTU's identified project manager or designee, who will be responsible for providing direction to the vendor. Vendor must supply an implementation plan, which identifies the project timeline and milestones.

The awarded vendor shall name one (1) individual from their firm that will be designated as project manager. This individual shall have complete authority and control over all aspects of the project. The awarded vendor's project manager shall be the sole point of contact between the vendor and MTU. A list of other project installations directly under the control of this individual shall be named in the proposal.

MTU requires the vendor to provide and share access to project management software (e.g., Trello) with a dashboard focused on this project. Ongoing project status meetings would use the software's workspace to document and address phase planning & implementation status, feature requests, bug reports & issue resolution, open questions and deliverables.

Kick-Off Meeting

A kick-off meeting will be held on-site in La Crosse or virtually to introduce the project manager and project team. The kick-off meeting will cover lines of communication, project schedule and project work plan. This meeting will also serve to enable MTU to gain a complete understanding of the selected system requirements. The requirements will be summarized and provided as a draft report to MTU.

Vehicle Hardware Installation

Hardware and associated integrations will be physically installed in all designated MTU vehicles in our vehicle storage facility (2000 Marco Dr, La Crosse, WI). All installs must be completed to withstand the shock and vibrations generated by transit vehicles in service. Each bus installation shall be done uniformly. As each vehicle's installation is complete, a designated MTU representative will inspect areas like cabling, sealed connections and equipment mounts to ensure proper installation. MTU will coordinate with the selected vendor's project manager to test and confirm operability, integrations and data related to the onboard equipment.

The selected vendor will provide a schematic of install, guidance, and training to enable MTU mechanics to perform installs when future vehicles are added to the fleet.

System Testing

System testing must be performed so that every MTU revenue service vehicle has a fully functioning CAD/AVL system according to this RFP and the vendor's proposal. The awarded vendor's project manager and/or a duly qualified staff person shall be on-site during the initial testing of all products.

MTU shall not be constrained by the testing and reserves the right to make the following requests which shall be acted upon by the Contractor:

- Procedural changes and other reasonable tests to assure the CAD/AVL system's performance and conformance
- Investigation into any apparent troubles, flaws, or abnormalities with respect to the CAD/AVL system

When full install is complete; the system is prepared with applicable data; and staff training is complete; the awarded vendor's project manager shall coordinate with MTU staff on scheduling of system tests to ensure correct operation. The awarded vendor will:

- Conduct performance testing of entire system using current MTU data and verify with MTU staff that all system components and functions perform according to the requirements and specifications in the resulting contract with MTU.
- Review results of tests with MTU and make all corrections as necessary.

Training

Before go-live deployment of the CAD/AVL system, the selected vendor will provide an intensive training program to MTU employees (dispatchers, supervisors, maintenance technicians and administrators). The training will cover operation of the entire system supplied in conjunction with this solicitation, including any optional items purchased. Using MTU data, this training will prepare MTU attendees for operation, administration, maintenance and implementation of the system. Training can be provided onsite at MTU's office or via video conferencing at agreed upon times that are convenient to MTU staff.

MDT train-the-trainer guidance will be provided to supervisors, so supervisors can train drivers. Provide basic how-to instructions for MDT operation.

MTU prefers a vendor that can provide access to recorded video training of modules for use by new staff and drivers after the initial training is completed.

Vendor will supply a complete copy of all system training documentation in PDF format with unlimited distribution within MTU. Vendor will provide hard copy module or user role specific training manuals for all personnel during system training. Vendor training shall include complete information for MTU maintenance personnel. This includes preventative maintenance, troubleshooting and installation manuals.

Initial training cost must be included in the base system cost. Ongoing training shall also be provided to MTU staff, as needed, for any new product features and updates released by vendor after product implementation at no extra cost.

Support & Maintenance

Ongoing product support shall be included in annual product fee. Vendor's support will be accessible via phone, web and email with a turnaround response time of less than 3 hours for any mission critical components. Base support shall be available during normal business hours. Standby support shall be available at all other times, including weekends, nights and holidays when needed in case of emergencies.

Software patches and minor enhancements (e.g., version x.##) shall be included for the duration of the contract. MTU prefers all major revisions (e.g., version #.xx) be included as well. Security patches must always be free and implemented with high priority. A notification from the awarded vendor summarizing changes will be emailed to MTU prior to implementing enhancements or upgrades.

Any proposed ongoing system fees must include a commitment to maintaining high reliability or uptime. A fully functioning CAD/AVL system is essential to maintaining transit operations and supplying data to our customers. MTU's expectation is that the selected product will function as described in this scope and be consistently available.

Project Implementation & Acceptance

MTU prefers a vendor who can deliver and install a fully functioning, tested and operational system by July 1, 2024.

Upon successful completion of all systems testing, MTU and the Contractor shall confirm acceptance of the CAD/AVL System and written final acceptance shall be executed. After acceptance, final project payment can be processed.

If, during any test or otherwise, it is discovered that the system does not conform to the requirements of the signed contract, MTU will not accept the system until the issues have been corrected.

PART D – OPTIONAL SERVICES & FEATURES

MTU is open to considering any product capability not listed in the scope described in this RFP. Below are a few specific options that are not included in the required elements. If these items are offered by your system and not included in the base cost, they should be priced out as separately in the Cost Proposal Form and fully described in the Written Proposal Response for consideration.

MTU may choose to not implement these optional items, but the availability of future system enhancements may be an important benefit to consider. MTU reserves the right to select or decline any of the optional items or modules included in the proposal.

Extended Hardware Warranty

- Provide pricing for extended warranty beyond the required one-year minimum.

Customer Interfaces

- In addition to sending travel information, service alerts and/or detour information through GTFS RT, MTU would be interested in exploring the same messaging being pushed to Transit's website.
- Describe other interfaces available that distribute information to customers.

PART E – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION

General Information

All proposals must be submitted via email or mail. All proposals must be received at MTU Main Offices at 2000 Marco Dr, La Crosse, WI 54601 by **10:00 AM (cst) on Thursday, November 2, 2023.**

Submittal by Email Instructions:

An emailed proposal shall be received by MTU prior to the due date and time shown above. The email subject line shall state: “PROPOSAL FOR CAD/AVL SYSTEM, RFP MTU23-001.” The email file size maximum is 15MB. Proposal file format shall be Portable Document Format (PDF). The Cost Proposal Form (file name = “Cost Proposal”) shall be a separate file from the remaining proposal package.

Proposals shall be emailed to koterwskit@cityoflacrosse.org . Submitting a proposal to any email address other than koterwskit@cityoflacrosse.org does not constitute receipt of a proposal by MTU.

It is the Proposer's responsibility to verify that the emailed proposal has been timely received and delivered to MTU before the due date and time above. MTU is not responsible for late receipt of a proposal, regardless of the reason for the delay. Proof of transmission does not constitute proof of receipt. The Proposer is responsible for confirming that their emailed proposal response has been successfully received by MTU. To confirm receipt, email Tim Koterwski at koterwskit@cityoflacrosse.org prior to the due date.

Submittal by Mail Instructions:

If mailed, the proposal package should be addressed to the **Operations Manager, c/o La Crosse MTU, 2000 Marco Dr., La Crosse, WI 54601**. On the outside of the envelope, the proposer should distinctly indicate the name and address of the firm and in the lower left corner should clearly indicate that the envelope contains a proposal for: “PROPOSAL FOR CAD/AVL SYSTEM, RFP MTU23-001.” The sealed package shall contain a USB flash drive storing the proposal files in PDF format. The cost proposal must be included as a separate PDF file (file name = “Cost Proposal”) on the USB flash drive. When mailed, a hard copy of proposal materials may be included, but it is not required. If mailed, receipt of a proposal by the mail system or other City departments does not constitute receipt of a proposal by MTU.

Any proposal or proposal documents received after the deadline set forth in this RFP will not be considered. Submission of proposal documents by facsimile equipment will not be accepted. It is the proposer's sole responsibility to ensure that their entire proposal is timely and physically received by MTU prior to the deadline set forth in this RFP. Any

proposals not complying with these instructions will not be considered submitted to the MTU and shall be returned to the proposer unopened and unread.

Proposals may be withdrawn prior to the date/time set for proposal opening. Proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal due data.

All formal proposals submitted shall be binding for sixty (60) calendar days following the submission date.

The MTU reserves the right to reject any or all proposals, to waive any informalities in the process, or to accept any proposal deemed in the best interests of the City of La Crosse/MTU.

Required Proposal Elements

Proposal Packages shall include the specified elements below:

1. Proposal
 - a. Transmittal/Cover Letter that includes the statements below and signed by an authorized officer of the responding organization.
 - i. The information contained in this submission is accurate and complete as of the date of submission.
 - ii. The responding organization understands and is willing to comply with all contractual requirements.
 - b. Written Proposal Response
 - c. Compliance Matrix
 - d. Acknowledgement of Amendments/Addendums (if any)
 - e. Certifications:
 - i. Lobbying Certification
2. Cost Proposal Form

Proposed Schedule

The following schedule provides information on events and deadlines for this proposal.

| | |
|--|-------------------|
| RFP Issued | October 3, 2023 |
| Last day for submitting written questions | October 16, 2023 |
| Email addenda to proposers, which includes answers to all questions submitted, supplements and/or revisions to RFP | October 20, 2023 |
| Proposal submittal deadline (10:00 AM) | November 2, 2023 |
| Demo and Interviews | November 14, 2023 |
| Estimated contract award date | December 5, 2023 |
| Contract start date | January 2, 2024 |

Written Questions & Addenda

All written questions to this RFP must be emailed to James Krueger Jr. at kruegerj@cityoflacrosse.org according to the schedule above. Only interpretations or corrections of the RFP made in writing by MTU are binding. If referencing specific RFP language, please include page number and section heading.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be provided to all known recipients of this initial RFP. To ensure all supplemental information (if available) regarding the initial RFP is shared, interested parties should email their contact info to James Krueger Jr. at kruegerj@cityoflacrosse.org before November 16, 2023.

Proposal Selection

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. MTU reserves the right to reject in whole or in part, any and all proposals, to waive any informalities, and to accept the proposal determined to be in the best interest of MTU.

Accepted Proposals will be reviewed by an Evaluation Committee. Those Proposals which are judged by the Evaluation Committee to be the strongest will be short-listed (also known as the competitive range). The short-listed proposals will be advanced in the process, which will likely include a demo and interview.

Based on the evaluation of the written proposal, additional information may be required to clarify or confirm proposal information. Additional information obtained may be of any or all of the following: reference reviews, proposer interview and product demonstration. If additional information is needed, MTU will make every reasonable attempt for scheduling at a time and location that is agreeable to the proposer. Failure of a proposer

to fulfill or accommodate additional information requests may result in rejection of that proposer's proposal.

MTU may request a best and final offer from firms with proposals in the competitive range. The competitive range is determined by the evaluation committee.

If only one proposal is received and accepted in response to this solicitation, additional information may be requested of the single proposer to determine if the cost proposed is fair and reasonable or if a negotiation is required.

Award of the contract shall be made to the most responsive and responsible proposer whose proposal meets the specifications and provides the greatest overall benefit (best value) to MTU.

Evaluation Criteria

The following four criteria are listed in priority order and will be used to evaluate the information submitted in each proposal.

1. Company Experience, Qualifications and Past Performance of Proposer
2. Compliance with Scope of Work & Value-Added Capabilities
3. Implementation Plan, Customer Service, Training and Support
4. Pricing

After written proposals are evaluated, only vendor(s) with highest evaluations (competitive range) will be invited for interview & demonstration.

Protest Procedure

Applicability.

These protest procedures apply to all MTU formal competitive procurements (RFPs, RFQs and IFBs), unless different procedures are included in the procurement documents. Procurements that intend to utilize the protest procedures set forth herein should include a reference to these procedures. As used in this section, an "interested party" is any person or entity that has timely submitted a bid or proposal in response to a formal procurement. Protests may only be filed by an interested party.

Guidelines for Protests.

Strict compliance. Strict compliance with the protest procedures is required. No statement by MTU employees, officers, or agents will modify or otherwise alter the protest procedures. Only MTU's governing boards are authorized to modify these procedures, or the protest procedures set forth in the applicable procurement documents.

Exhaustion of Remedies Required Prior to Pursuing Protest with Federal Funding Agency or any legal action in any court or tribunal. The protest procedures are intended to constitute administrative remedies that must be exhausted prior to an interested party commencing any legal action or requesting review by any applicable federal funding agency.

Deadline. Protests must be filed promptly after the basis for the protest is known, but no later than:

- Protests relating to the procurement solicitation must be submitted in writing no later than five (5) working days from the date of the first published advertisement.
- Protests relating to the evaluation process must be submitted in writing no later than five (5) working days from the postmarked date of recommended award notification correspondence sent by MTU to the vendor.
- Protest relating to the award must be submitted in writing no later than five (5) working days from the date of the award.
- Protests relating to post-award issues must be submitted in writing no later than five (5) working days from the date that the protestor verbalizes the concern to the Transit Director.
- Requests for reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation) or appeal to a higher level must be submitted in writing no later than seven (7) working days from the date of the initial determination.

Contents Of Protest. Protests must clearly identify the interested party and the procurement involved in the protest. Protests must completely and succinctly state each and every ground for protest in detail, its legal authority for each protest allegation, and the factual basis for such protest. The protest must include all factual and legal documentation in sufficient detail to establish the merits of the protest. Items that are not included in a protest shall be deemed waived and uncontested.

Filing Of Protest. Protests must be delivered to the MTU offices during normal business hours (but in no event later than 5:00 p.m.) on or before the applicable deadline. Protests must be directed to the attention of the Transit Director of the La Crosse MTU.

Resolution. Protests will be decided on the basis of written submissions and any other fact finding determined necessary or appropriate by MTU. MTU may establish a protest evaluation team and may consult with its legal counsel.

Transit Director Response. Upon receipt of a written protest, the Transit Director will meet with the protestor within five (5) working days and attempt to resolve the matter informally. If information provided at the conference is to be considered in the protest decision it must be submitted in writing within three (3) days of the conference. The Transit Director will respond in writing within five (5) working days of the meeting to each substantive issue raised in the written protest.

If the protestor is not satisfied and indicates an intention to appeal to the next step, the Transit Director will temporarily suspend the procurement process, provided that the protest has been timely filed before award, unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause harm to the MTU.

Each prospective Contractor will be advised of the pending protest if the protest is filed before award.

Decision On Protest. The Transit Director will issue a written decision regarding the protest within thirty (30) days after the filing of the detailed statement of protest.

Local Appeal Procedure. If the protestor makes a timely appeal of the Transit Director's decision the matter will be forwarded to the MTU Board for their review. The protestor will be notified in writing of the date that the appeal will be heard. The recommendation of the MTU Board will then be forwarded to the City of La Crosse Common Council for ultimate local disposition of the protest.

FTA Funded Procurements. When the protest involves an FTA funded procurement, the contract administrator will disclose information regarding the protest to FTA and will keep the FTA informed about the status of the protest. The FTA's role is limited to considering matters that are primarily a Federal concern.

Written Proposal Response

Proposers shall respond to the following within their proposal. Each proposal shall limit their written response to these elements and maintain the same order as listed below. Keep responses focused and concise.

1. Provide name of organization/company. Include CEO (or administrator), business address, telephone number and email address.
2. Provide name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation.
3. Provide anticipated project manager's name, experience and list of recent project deployments overseen by project manager. Briefly identify other staff member that would be assigned to the project. Include role, experience, responsibilities, etc.
4. Briefly describe your firm's history/experience implementing CAD/AVL projects for transit systems. How many clients in the United States currently utilize the proposed product? Have any of your contracts been canceled, suspended or in current litigation due to inability to comply with the terms of the agreements? If yes, describe why each agreement was canceled, suspended or in current litigation.
5. Provide five (5) public transit system client references located in the United States that most relate to the services requested in this RFP. For each reference, include

contact info (name, phone and email) and years of experience. The MTU may check references outside of the submitted list.

6. Provide a narrative describing the CAD/AVL system capabilities in meeting the required scope of work listed in this RFP. Identify any capabilities included in the base price that go beyond the required elements.
7. For each onboard integration listed in this RFP (DTECH J1708 Adapters (DT-9003), Plugable USB to RS-232 DB9 Serial Adapters, and Smart AVA Box 1.0 (USB) , TwinVision exterior destination signs, GenFare Mobile pay scanners), provide a list or table of existing client(s) where the integration is successfully completed. Please note any issues or known challenges concerning integrations described in this RFP.
8. At other transit system clients, what third-party products utilize your system's API? Please share any issues related to the data connections (API or SQL) required in the scope of services.
9. Given the scope of services provided in this RFP, how much monthly cell data per vehicle is required for normal operation of the CAD/AVL system? Assume the vehicle operates a full day of service (17.5 revenue hours). Please list any factors or parameters that impact each vehicle's cell data usage.
10. Describe proposed data retention policy and how long historical data will be accessible/retrievable by MTU in the "live" database.
11. Describe how 24/7 access to data is ensured. Where are servers located and are redundant servers used? Please include an estimated turnaround time for data restoration in the event of a data loss.
12. Provide a list of canned reports available and included the system. Include four sample reports that are most frequently used by other transit system clients.
13. Explain process to ensure proper, durable installation of hardware and integrations in vehicles. Identify key staff and their roles in the installation process. Indicate if subcontractors are used for any part of installation. If subcontractors are used, provide your firm's years of experience with the proposed installation company.
14. Briefly explain your firm's process to ensure a successful deployment. How would your firm limit downtime when transitioning from the current DoubleMap system to deployment of your firm's system.
15. Describe the technical support provided for this product. Include a description of the software/user support process with hours of operation.
16. Briefly describe the proposed implementation plan detailing major milestones. Provide a proposed timeframe from notice-to-proceed through "go-live" milestones. Include a schedule of deliverables.
17. Briefly describe any additional information or value-added capabilities that you believe may be relevant to the evaluation of your organization's proposal. Include any information regarding the other "Optional Services and Features" listed in this RFP.

Compliance Matrix Form

The proposer must acknowledge compliance status for each of the requirements listed in the table below in the Comply column. This matrix only includes requirements stated in the Scope of Work section of this RFP. The proposer may recreate this form but must maintain the same content in the same order.

| REQUIREMENT *Some items below state preferred or desired capabilities or features. Proposals will not be eliminated due to non-compliance status. However, compliance with a preference will result in a higher evaluation. | COMPLY? Y=Yes; N=No; M=Comply with modifications; or P=Partially comply | NOTES Please explain any P (partially comply) or M (comply with modifications) responses. |
|---|--|---|
| Overall | | |
| The proposer’s CAD/AVL system solution must provide MTU with a turn-key product that will, at a minimum, provide the required features and functions described in this RFP. The awarded proposer shall supply a complete package related to the solution, including all hardware, software, in-vehicle mounting system components, electrical components, and shipping & delivery costs, as necessary. | | |
| MTU requires a proven solution. Vendors must have successfully installed/implemented proposed full CAD/AVL system and systems integrations (discussed below), at a minimum of five (5) public transit systems in the United States. | | |
| Software | | |
| At the time of implementation, vendor’s software must be the current version and compatible with the vendor’s hardware. The software solution shall require no installation of any kind on MTU’s computers or servers with everything stored on vendor’s servers/cloud. Vendor must always ensure that MTU is utilizing the latest approved and beta tested software version available. | | |
| The system will be hosted by the supplier (or an agent of the supplier), accessible by way of the Internet (i.e., “cloud” or SaaS), and will run in a standard web browser currently under support by its manufacturer (e.g., Google Chrome, Microsoft Edge, Apple Safari). | | |
| System should be able to run on a standard PC with an operating system currently supported by its manufacturer, without the need to install any software or plug-ins. | | |
| MTU requires software solution with web-portal access provided anytime of the day (24 hours a day, 7 days a week, 365 days a year). | | |
| The CAD/AVL software shall provide the following minimum capabilities for MTU management and dispatching staff. <ol style="list-style-type: none"> 1. Graphic User Interface (GUI) map display will be viewable at a personal computer and other devices (smartphone, tablet, kiosk, Smart TV, etc.). Map shall clearly display vehicle icon and location. Map shall include the entire MTU service area. Google Maps is preferred. Map shall have the ability to display additional communities if service expands. Further layered information shall include bus route, streets, highways, points of interest, timepoints and bus stops. Information for each vehicle icon shall include route/trip assignment, operator ID, vehicle ID, Vehicle mobility device securement equipment and configuration, speed, vehicle passenger load, directional status and schedule adherence status. 2. Utilize high accuracy GPS to provide automatic vehicle location (AVL) in conjunction with mapping. | | |

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| <ol style="list-style-type: none"> 3. Administrative and Dispatcher interface shall be simple, intuitive, and easy to use. Interface shall enable dispatch to easily determine the real-time location and heading of any vehicle in service. 4. System will include two map versions. An internal map visible only to authorized MTU employees and a public map, which would display similar data to a rider app. System will have the ability to limit display information according to permissions or map version. For example, the public map applications would not display operator name or speed, but will display bus and route name and number as well as specific mobility device securement equipment and configuration. 5. Map display features shall include zoom in or out, pan in any direction and point-and-click on features and vehicles to retrieve information. The map should be expandable to full screen view. 6. AVL and mapping will include all fixed-routes, including seasonal routes and event-based routes. 7. AVL data will begin when the ignition is turned on and continue reporting until the ignition is turned off. Location of vehicles with no assigned route/out of service will also be tracked and visible in admin site mapping (not shown to the public). 8. System must have the ability to integrate and display the current bus stop codes used in GTFS. 9. Vehicle location update frequency shall be less than every 10 seconds. MTU prefers updates every 4 seconds or less to provide riders with the best possible vehicle location accuracy. 10. Dispatcher's GUI real-time display will provide quick access (e.g., click on desired stop on map) to bus arrival times at each bus stop based on a combination of factors, including stop schedule, bus location, speed and traffic impacts. 11. Map will display last known position on any unit suffering loss of GPS signal and shall visually display and provide an alert to show a vehicle that is not in communication. Map will clearly mark each route and vehicle when more than one travels on the same street segment. 12. Geo-spatial management tool will provide administrators a visual creator with the ability to add, delete or revise service data (route, stops, schedule, etc.) without contacting vendor. Edits shall be done with basic point and click mapping for tracing route lines or adding bus stops. 13. After saving edits in software tool, changes shall display immediately interfaces (internal map & public map). Route line and vehicle icon colors shall match GTFS data and be easily changed to other custom colors by MTU within the management tool. 14. Ability to schedule service edits for a later implementation date. 15. Administrative ability to add or delete staff. Added and saved driver accounts will have instant login into MDT/system. 16. Provide at least five (5) account privileges (dispatcher, viewer, administrator, etc.) 17. Access to certain management functions via smartphone is preferred. 18. Ability to send user pre-defined canned and brief custom messages to onboard operator display (MDT, tablet, etc.) by selecting operator(s) or all vehicles. System will provide notification of success or failure of the message delivery. Message read status is preferred. | | |
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| <p>19. Ability to receive canned messages from each driver through the MDT. The admin/dispatcher view shall clearly alert GUI viewer when a new message is received from the MDT. Operators shall be restricted from accessing or sending messages while the vehicle is moving.</p> <p>20. Approximately ten (10) staff would require access to the admin software client. System will support concurrent logins with no degradation of performance.</p> | | |
| <p>Vendor shall back-up and protect, for a minimum of sixty (60) days, any software configuration settings, any MTU provided data that has been modified for use by the software and any new data produced by the software itself.</p> | | |
| Data Connection & Interface | | |
| <p>The awarded vendor will be required to supply a data connection (API or SQL) at no additional cost to MTU, if it is needed in the future. The data components needed include the bus stop inventory, stop sequence, daily schedule adherence, and daily APC data. The expectation is that the awarded vendor will have a proven data connection developed prior to contract award.</p> | | |
| <p>It is MTU's intention to continue to manage GTFS files and service data (routes, schedule, trips, bus stops, timepoints, etc.) within the City of La Crosse IT Department. As such, MTU desires an CAD/AVL solution that can maximize this existing relationship and simply import any applicable service data required by the CAD/AVL system via API. The goal is to maintain and edit most of this data only within one product to reduce redundancy, complexity and potential for errors.</p> | | |
| Onboard Integrations | | |
| <p>MTU requires a system that will maintain and improve upon current integrations with onboard equipment. This includes the following current capabilities:</p> <ol style="list-style-type: none"> 1. Enable single sign on route/run, fareset and driver ID number data to Genfare Fast Fare eze; and route sign codes to TwinVision destination sign system. 2. Provide bus stop codes to Genfare's Fast Fare Eze system when fare types are registered. 3. Provide audible stop announcement data to the annunciation system's speakers (interior & exterior) for designated stops. Stop and route announcements currently made in English only. If other languages are available, please indicate in written proposal, Spanish and Hmong have been identified as two prominent languages utilized in our service area. 4. Provide scrolling text data (route name & number, stop name for designated stop and date & time) to future interior LED sign or digital displays. 5. Interface with APC system. Assign transit system data to boarding, alighting and ramp deployment data captured by the APC system. | | |
| <p>The full costs associated with integrations, including those charged by the equipment vendor shall be included and itemized within the cost proposal.</p> | | |
| <p>MTU <u>prefers</u> a CAD/AVL system vendor that has existing experience with various fare payment system solutions and is able/willing to integrate when needed.</p> | | |
| Public Website Maps | | |
| <p>The CAD/AVL system will include a public interface that provides customers with bus location information map based on real time location data. Website map or app will show steady vehicle</p> | | |

| | | |
|--|--|--|
| <p>movement on map without reloading. Motion of vehicle(s) tracked on website or app shall appear smooth and fluid. The public interface includes website, smartphone, smart tv, and display monitor.</p> <p>The public website map shall provide:</p> <ol style="list-style-type: none"> 1. Users with the ability to view routes or areas of interest on map and current bus location. 2. Real-time route/bus arrival estimates by bus stop. Preferred ability to access schedule data for future trip options. 3. Ability to differentiate estimated arrival times for inbound and outbound stops along a specific route. 4. Preferred ability to apply MTU's logo/brand on public website and passive maps. 5. Allow promotion of feature on MTU's website. 6. Continuous updates to the website without the user being required to refresh. | | |
| <p>Vendor shall also provide a website for passive, non-interactive versions of the bus tracking map website on multiple flat screen monitors. The location updates for this map shall be like the public website. The feature will allow versions of the passive map based on customizable view parameters to show the entire route network or focus on a route segment or bus stop depending on use case. MTU wishes to display a tracking map version on a smart tv or monitor at its downtown transit center. This monitor will display different versions of the system tracking map (entire service area, downtown focus, northern route focus, facility focus, etc.) depending on audience. Once configured, the passive map would require no user interaction and automatically refresh. The display shall include the ability to identify bus stop locations, specific routes by color and buses assigned to routes with matching color & route number.</p> | | |
| <p>In addition to the passive maps, MTU requires the ability to also display a webpage with next bus arrival time data for all applicable routes by selecting a bus stop, like our downtown transit center. The next stop data shall update at least every 30 seconds.</p> | | |
| <p>Bus Tracking App</p> | | |
| <p>MTU is desiring a rider app for trip planning, bus arrival times and bus tracking. If the proposer's solution includes a rider app, MTU will consider this alternative and desires the following capabilities:</p> <ol style="list-style-type: none"> 1. Users can select specific or nearby routes and view the current bus location. Geolocation feature allowing riders to identify their device's location on map (for phones with capability) and be provided with nearby transit routes. 2. Users can view route schedule options. 3. Users can select a bus stop and view real-time bus stop arrival time estimate based on AVL data. 4. Ability to integrate with future fare payment apps allowing users to toggle seamlessly between tracking, trip planning and fare payment services in one app. 5. Ability to display options for mobility as a service options, like Transportation Network Companies (Uber, Lyft, etc.) in the service area. 6. Free to download native iPhone and Android application. Monthly download reports from app stores. 7. Ability to display travel information/detours and push notifications to riders. 8. Ability for riders to subscribe to a bus arrival service. Ability to select stops, set a schedule and receive notifications when next bus is arriving at a specified bus stop within the time period selected. Alerts then notify the user in advance (10-15 | | |

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| <p>minutes) of bus arrival.</p> <ol style="list-style-type: none"> 9. Preferred translation of content to other languages. 10. App accessibility features to accommodate riders with disabilities. 11. User display shall offer detailed maps, preferably using customer-friendly maps, like Google Maps. | | |
| Static GTFS and GTFS RT | | |
| <p>The successful proposer is expected to coordinate with the existing GTFS static feed to create a process for implementing any service changes. For example, when service changes occur, the preference is that relevant service changes are made by our City Of La Crosse IT GIS Coordinator and then the revised static GTFS files must be imported into the CAD/AVL system. The CAD/AVL system would then build the applicable changes within its platform and eliminate or minimize redundant edits.</p> <p>The successful proposer's CAD/AVL data and the static GTFS data will be used to produce a GTFS-Realtime feed.</p> <p>The GTFS RT feed will be available to third party applications. Data shall be updated frequently to provide the best possible information to app users and customers.</p> | | |
| Hardware | | |
| <p>MTU requires tracking hardware for twenty-four (24) revenue vehicles in fixed-route service, as well as two spares for emergency repair events.</p> | | |
| <p>All hardware must be the current technology available and compatible with the vendor's software. Vendor shall supply a power conditioner in each vehicle to ensure proper voltage to the onboard unit. Vendor shall provide an inline surge protection (e.g., fuse) to units that prevents possible power short conditions and device failure. Hardware shall be capable of dynamic interface additions/changes over time. Updates to hardware shall be over the air via Wi-Fi, or device mobile data plans for the MDT equipment.</p> | | |
| <p>If a hardware malfunction occurs and required replacement during the initial contact, the replacement equipment must be new with the latest technology at the time of replacement and/or installation. The in-vehicle system must utilize battery backup for all necessary components to properly shutdown when bus is powered down or when battery switch is turned off.</p> | | |
| <p>MTU prefers off-the-shelf and commercially available hardware components.</p> | | |
| <p>Any proposed mobile data terminal (MDT), mobile data computer or tablet shall have a scratch free display with damage resistant, anti-glare glass to allow easy readability. Display will also provide ability to adjust volume and backlighting to suit individual operator preference. MTU prefers rugged devices that are drop resistant, vibration resistant and designed to operate in a transit vehicle environment.</p> | | |
| <p>The MDT unit shall have the following functionalities.</p> <ol style="list-style-type: none"> 1. Automatic display of driver login screen when vehicle is powered up 2. Driver login using employee identification number 3. Driver screen shall always display, at a minimum: current time (AM/PM designation); current route; communication network status; and new message indicator. 4. Drivers will be capable of sending a canned message to dispatch and supervisory staff monitoring system. MDT shall also receive messages from dispatch and provide a "new | | |

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| <p>message" indicator to the driver.</p> <ol style="list-style-type: none"> 5. Driver should only be able to retrieve/view messages when vehicle is not in motion. 6. Display will provide the driver real-time schedule adherence status feedback (ahead, on-time or late) according to route timepoints and scheduling established within the admin software. 7. When bus is shutdown, MTU prefers MDT auto-shutdown feature prior to complete device battery drain. | | |
| <p>System will allow the driver to manually select routes from the MDT during service in case of a system malfunction or loss of cell network. The system will primarily have a feature to automatically select the route based on the vehicle's schedule and location. When the driver logs into the MDT at the beginning of a work piece, the system will automatically maintain the correct trip and route for the remainder of the driver's schedule. This "auto route" feature shall recognize work schedules that contain interlined routes. It will also accommodate for unscheduled deviations from normal routing and quickly correct. For example, if a bus must deviate off route due to an unexpected detour, the system must be able to accommodate this situation and maintain accurate route information quickly after returning to regular routing. Manual override of route by the driver or dispatcher must be allowed ensure the proper route is chosen in case of system failure or loss of cell.</p> | | |
| Onboard Router, GPS Antenna & Wi-Fi | | |
| <p>MTU may in the future equip each revenue service vehicle with a router, data plan and GPS antenna. The awarded vendor's onboard system should be able to integrate with this equipment in the future for mobile data and GPS. The awarded vendor's solution would need to supply a network switch if additional ports are required.</p> <p>The future router and data plan will not be dedicated to the CAD/AVL system and will be intended to supply cell data service to future products, like onboard fare validator equipment as well as real-time surveillance video uploads.</p> | | |
| <p>MTU's single vehicle storage facility (2000 Marco Drive) has a Wi-Fi network available to the proposer's product. Any task that does not require mobile data from the MDT or tablet should be scheduled to occur while on Wi-Fi. All vehicles start and end service each day from this facility.</p> | | |
| Covert Alarm | | |
| <p>MTU requires the CAD/AVL system to provide a covert alarm feature that allows drivers to discretely contact dispatch when an emergency exists or when radio communication is not an option. When triggered by the driver, the triggering action and subsequent alarm would be covert onboard, meaning it would not alert passengers. However, the alarm would visibly and audibly alert dispatchers and admin personnel viewing the software. MTU would prefer the option to send a text notification with pertinent information to designated cell phones when the covert alarm is triggered as well. When triggered, the covert alarm would also integrate with each vehicle's destination signs and display an appropriate message on exterior signs.</p> | | |
| <p>To trigger the alarm, MTU would consider using an existing button currently onboard all revenue buses or a covert button/function built into the proposer's hardware solution.</p> | | |

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| AVA | | |
| <p>MTU requires the CAD/AVL system to provide Automated Voice Announcements (AVA) of bus stops, major intersections or other designated locations over an existing interior speaker system. The announcement capability shall be designed to allow MTU to comply with applicable ADA (Americans with Disabilities Act) requirements and guidance. The AVA system shall include the following:</p> <ol style="list-style-type: none"> 1. Announcements must be able to be made at a predetermined distance from a bus stop. 2. GPS vehicle location data and geo fences/trigger zones are used to determine announcement timing. The trigger zone shall use default values or allow MTU to over-write by route and/or individual location. 3. If an unexpected route detour occurs, the system shall quickly detect reacquisition of the route, at any point along the route, and automatically continue scheduled announcements. 4. System will allow MTU to set up announcements along detour segments added to the service. 5. A configuration utility that allows MTU the ability to fine tune announcements. This includes creation and selection of designated bus stops to be announced and when route names are announced; selection of stops designated for announcements by turning 'off' or 'on'; creation of custom trigger zones or geo fences to identify bus stop locations and other trigger locations; and configure pivot points that trigger a change to the destination sign. 6. The CAD/AVL system's admin software shall provide an announcement creation tool for designated bus stop locations. The tool shall provide a text to speech function to preview and test announcements made onboard the vehicle. The tool will have the ability to adjust the text spelling to ensure proper local pronunciation. 7. Ability to upload and play a recorded audio announcement is preferred. 8. Audio announcements shall be played in English. The option to add additional languages (e.g., Spanish and Hmong) is preferred. 9. In addition to the service orientation announcements, the announcement system shall be capable other location-specific announcements created by MTU. For example, MTU buses announced CDC face mask requirements at major transfer locations during the recent COVID pandemic. 10. Vehicle operator use of the PA system shall override any automated announcements. | | |
| APC | | |
| <p>MTU's entire current fleet is not outfitted with any APC Sensors or systems. The CAD/AVL system is expected to utilize data from the APC system and accurately assign service data to each board, alight and ramp deployment event (route name & number, trip, bus stop name & code, GPS coordinates, date, time, count, etc.). It is preferred that the data will also include a type field, which identifies door 1, door 2 or ramp deployment count. MTU also requires data for any flag down stops, where the board or alight occurs at locations other than formal bus stops. For flag down stop records, the bus stop name & code would be null. All data will be shared via API or SQL connection with MTU's future data management system, for further analysis.</p> | | |

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| <p>MTU would like the vendor to propose an alternative APC system, please include information about the replacement system proposed in the Written Proposal Response, along with pricing within the Cost Proposal Form.</p> | | |
| <p>MTU wishes uses boarding, alighting and ramp deployment data for planning decisions and performance measurement. Ridership data is currently based on farebox data for NTD and other ridership reporting. Regardless, MTU requires quality and accurate data.</p> | | |
| <p>DPC</p> | | |
| <p>MTU will likely need a digital or electronic passenger counting feature for drivers to count passenger types as they board the leased ARBOC revenue vehicle. If there is added expense for the DPC service/module, MTU prefers pricing that would allow use and discontinuation when needed.</p> <p>The leased vehicle that utilize DPC would not have the majority of onboard equipment integrations. However, MTU would still require a solution to ensure these vehicles' data is included within the remaining CAD/AVL system, including vehicle tracking.</p> | | |
| <p>Data Security</p> | | |
| <p>MTU prefers SaaS suppliers who have obtained SOC 2 Certification from an outside, certified CPA (Type 1 if your solution is new, Type 2 if your solution is established). Attach proof of Certification to your proposal submission.</p> <p>The proposer's cloud service and login must run over a secured connection. Data must be encrypted to the latest standards.</p> <p>MTU is a department of the City of La Crosse. The City of La Crosse has implemented multi-factor authentication (MFA) to grant access to cloud-based IT services. It is the City's preference to sign on to the supplier's system using its Microsoft Authenticator as an identity provider by way of open-standard (e.g., SAML, OAuth) single-sign-on (SSO).</p> <p>System backups must be encrypted, stored offsite, and air-gapped from the production environment.</p> <p>Cloud service and login must be over a secure connection. Data must be encrypted to the latest standards. All data stored in the Cloud must be free from any Personally Identifiable Information (PII). Any PII data requires appropriate protection and shall not be publicly available. Vendors will confirm these items and explain full security measures in their Written Proposal Response.</p> | | |
| <p>Data Ownership & Protection</p> | | |
| <p>All data in the Cloud environment is understood to be the property of the MTU. If the agreement between MTU and awarded vendor is cancelled, it is understood that all data can be exported to MTU. In the event of a contract termination, the contractor agrees to make all necessary good-faith efforts to cooperate in the transition of MTU information back to MTU or to other, new vendors.</p> <p>The Contractor shall not use, disclose, or distribute any data provided by MTU except as may be requested to MTU and for MTU purposes. In the event the Contractor is contacted by any law enforcement or regulatory agency with any lawful order regarding MTU data, the Contractor shall promptly notify MTU of such contact to the extent allowed by law. The Contractor shall provide copies of MTU data to MTU upon request.</p> <p>If applicable, GPS data, and specifically route identifiers and location coordinates, are not considered potentially sensitive data.</p> | | |

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| <p>Both parties understand that this GPS data will be an element of this system and that temporary access to this GPS data may, in fact, may be disclosed to the public through the public's use of an associated application or website to enhance the public's use of MTU.</p> | | |
| <p>MTU prefers vendors with Cyber Liability and Technology Errors and Omissions Insurance.</p> | | |
| Reporting & System Oversight | | |
| <p>The CAD/AVL System shall provide reports and other tools to monitor the performance of service, oversee operations and monitor system components. Minimal required reportable data and features includes:</p> <ol style="list-style-type: none"> 1. Historical playback of vehicle locations (entire system, by employee, by bus or by route) with date, time, bus #, route, driver ID and speed data for incident investigation. Data shall also include vehicle breadcrumbs based on a selectable duration, like the previous 5, 15, 30 or 60 minutes. Event data shall be exportable for incident documentation. For example, a report showing map with overlaid data (date, time, bus #, route, driver ID and speed) of the selected/filtered event. 2. Route Performance (run times, headway, average vehicle speed, etc.) 3. Schedule Adherence (by stop, route & driver) 4. Service Hours and Miles (deadhead, revenue and total) 5. Vehicle AVA data with summarized audit records of when and where announcements are made by route to help oversee the system and ensure proper operation of the AVA system. 6. Vehicle Speed and Movement 7. Hardware, integrations, and system performance/status 8. APC data, including flag down stop data. Flag down stop data would include coordinates for any boarding or alighting occurring outside of a formal bus stop geo fence. Raw APC data is also preferred. 9. Event alert tool that notifies supervisors when specified conditions are met. For example, speed alerts or off route alerts at specified locations or times. <p>Reports shall allow for time-based comparison and historical data. Reports shall include filters by driver, vehicle, route, stop and run (when applicable). Reports shall be exportable instantly to .csv and .xlsx formats. Reports should also be available in PDF format.</p> | | |
| <p>The system shall provide the option to automatically email reports according to a selected reoccurrence pattern (daily, weekly, monthly) to a list of supplied email addresses.</p> | | |
| <p>MTU requires CAD/AVL System vendors to provide API or SQL data connection and freely share available data with other systems.</p> | | |
| Warranty | | |
| <p>All hardware and equipment shall have a minimum one-year warranty (100 percent parts and labor) that begins on the date of acceptance and include free technical support calls during normal business hours 8:00 AM – 5:00 PM CST.</p> | | |
| Project Implementation | | |
| <p>All information and correspondence shall flow through MTU's identified project manager or designee, who will be responsible for providing direction to the vendor. Vendor must supply an implementation plan, which identifies the project timeline and milestones.</p> | | |

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| <p>The awarded vendor shall name one (1) individual from the firm designated as project manager. This individual shall have complete authority and control over all aspects of the project. The awarded vendor's project manager shall be the sole point of contact between the vendor and MTU. A list of other project installations directly under the control of this individual shall be named in the proposal.</p> | | |
| <p>MTU requires the vendor to provide and share access to project management software (e.g., Trello) with a dashboard focused on this project. Ongoing project status meetings would use the software's workspace to document and address phase planning & implementation status, feature requests, bug reports & issue resolution, open questions and deliverables.</p> | | |
| <p>A kick-off meeting will be held on-site in La Crosse or virtually to introduce the project manager and project team. The kick-off meeting will cover lines of communication, project schedule and project work plan. This meeting will also serve to enable MTU to gain a complete understanding of the selected system requirements. The requirements will be summarized and provided as a draft report to MTU.</p> | | |
| Vehicle Hardware Install | | |
| <p>Hardware and associated integrations will be physically installed in all designated MTU vehicles in our vehicle storage facility (2000 Marco Drive, La Crosse, WI). All installs must be completed to withstand the shock and vibrations generated by transit vehicles in service. Each bus installation shall be done uniformly.</p> <p>The selected vendor will provide a schematic of install, guidance and training to enable MTU mechanics to perform installs when future vehicles are added to the fleet.</p> | | |
| <p>As each vehicle's installation is complete, a designated MTU representative will inspection areas like cabling, sealed connections and equipment mounts to ensure proper install. MTU will coordinate with the selected vendor's project manager to test and confirm operability, integrations and data related to the onboard equipment.</p> | | |
| System Testing | | |
| <p>System testing must be performed so that every MTU revenue service vehicle has a fully functioning CAD/AVL system according to this RFP and the vendor's proposal. The awarded vendor's project manager and/or a duly qualified staff person shall be on-site during the initial testing of all products.</p> | | |
| <p>MTU shall not be constrained by the testing and reserves the right to make the following requests which shall be acted upon by the Contractor:</p> <ol style="list-style-type: none"> 1. Procedural changes and other reasonable tests to assure the CAD/AVL system's performance and conformance 2. Investigation into any apparent troubles, flaws, or abnormalities with respect to the CAD/AVL system | | |
| <p>When full install is complete; the system is prepared with applicable data; and staff training is complete, the awarded vendor's project manager shall coordinate with MTU staff on scheduling of system tests to ensure correct operation. The awarded vendor will:</p> <ol style="list-style-type: none"> 1. Conduct performance testing of entire system using current MTU data and verify with MTU staff that all system components and functions perform according to the requirements and specifications in the resulting contract with MTU. | | |

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| <p>2. Review results of tests with MTU and make all corrections as necessary.</p> | | |
| <p>Training</p> | | |
| <p>Before go-live deployment of the CAD/AVL system, the selected vendor will provide an intensive training program to MTU employees (dispatchers, supervisors, maintenance technicians and administrators). The training will cover operation of the entire system supplied in conjunction with this solicitation, including any optional items purchased. Using MTU data, this training will prepare MTU attendees for operation, administration, maintenance and implementation of the system. Training can be provided onsite at MTU's office or via video conferencing at agreed upon times that are convenient to MTU staff.</p> <p>MDT train-the-trainer guidance will be provided to supervisors, so supervisors can train drivers. Provide basic how-to instructions for MDT operation.</p> | | |
| <p>MTU prefers a vendor that can provide access to recorded video training of modules for use by new staff and drivers after the initial training is completed.</p> | | |
| <p>Vendor will supply a complete copy of all system training documentation in PDF format with unlimited distribution within MTU. Vendor will provide hard copy module or user role specific training manuals for all personnel during system training. Vendor training shall include complete information for MTU maintenance personnel. This includes preventative maintenance, troubleshooting and installation manuals.</p> | | |
| <p>Initial training cost must be included in the base system cost. Ongoing training shall also be provided to MTU staff, as needed, for any new product features and updates released by vendor after product implementation at no extra cost.</p> | | |
| <p>Support & Maintenance</p> | | |
| <p>Ongoing product support shall be included in annual product fee. Vendor's support will be accessible via phone, web and email with a turnaround response time of less than 3 hours for any mission critical components. Base support shall be available during normal business hours. Standby support shall be available at all other times, including weekends, nights and holidays when needed in case of emergencies.</p> <p>Software patches and minor enhancements (e.g., version x.##) shall be included for the duration of the contract. MTU prefers all major revisions (e.g., version #.xx) be included as well. Security patches must always be free and implemented with high priority. A notification from the awarded vendor summarizing changes will be emailed to MTU's project manager prior to implementing enhancements or upgrades.</p> | | |
| <p>Any proposed ongoing system fees must include a commitment to maintaining a high reliability or uptime. A fully functioning CAD/AVL system is essential to maintaining transit operations and supplying data to our customers. MTU's expectation is that the selected product will function as described in this scope and be consistently available.</p> | | |
| <p>Acceptance</p> | | |
| <p>MTU prefers a vendor who can deliver and install a fully functioning, tested and operational system by July 1, 2024.</p> | | |
| <p>Upon successful completion of all systems testing, MTU and the Contractor shall confirm acceptance of the CAD/AVL System and</p> | | |

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| <p>written final acceptance shall be executed. After acceptance, final project payment can be processed.</p> <p>If, during any test or otherwise, it is discovered that the system does not conform to the requirements of the signed contract, MTU will not accept the system until the issues have been corrected.</p> | | |
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Cost Proposal Form

The proposer may recreate this form but must maintain the same content in the same order. As directed in the submittal instructions above, the cost proposal form and applicable attachments must be included in a separate file (identified as "Cost Proposal"). MTU reserves the right to select or decline any of the optional items or modules included in the proposal.

Please include a payment schedule that aligns with your project implementation schedule. MTU may withhold 10% of total project cost as a final payment contingent on full acceptance by MTU.

Vendor Name: _____

Name & Title of Vendor's Authorized Official: _____

Signature: _____

Date: _____

All costs below, should be calculated on an annual basis.

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| <p>TOTAL FIRST YEAR COST. Includes all expenses necessary to fulfill specifications & requirements of this RFP. Please attach itemized breakdown for all elements of the year-one cost (annual software fee, hardware, install, training, etc.).</p> | <p>\$ _____</p> |
| <p>ONGOING ANNUAL COST. Indicate your proposed annual costs for project years 2-5.</p> | <p>\$ _____ / YEAR 2 \$ _____ / YEAR 3 \$ _____ / YEAR 4 \$ _____ / YEAR 5</p> |
| <p>OPTIONAL SERVICES & FEATURES. List any costs to implement optional modules, services or features. List each additional service/feature and cost on a separate line item. Describe if cost is only in year one or to be added to all annual ongoing fees.</p> | |
| | <p>\$ _____</p> |
| | <p>\$ _____</p> |
| | <p>\$ _____</p> |
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Notes: Add additional information on an attached page if needed.

Lobbying Certification

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, [redacted], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

If the undersigned is required to complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying" (see #2 above), please include Standard Form—LL with this proposal submittal.

Contractor Name: _____

Name & Title of Contractor's Authorized Official: _____

Signature: _____

Date: _____

APPENDIX 1 – FEDERAL CONTRACT CLAUSES

The following clauses will be attached to the awarded proposer's contract.

No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program fraud and false or fraudulent statements and related acts

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of 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 its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

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. 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 the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the 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. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record

of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. 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.

5. 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.

6. 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).

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

Federal Changes

49 CFR Part 18

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 (see http://www.fta.dot.gov/funding/apply/grants_financing_3162.html) between Purchaser and 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.

Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(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 (U.S. 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) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

49 CFR Part 26

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 agency's overall goal for DBE participation is 1%. 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 MTU deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder 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 that work no later than 30 days after the Contractor's receipt of payment for that work from MTU. In addition, [the Contractor may not hold retainage from its subcontractors.] [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.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by MTU and Contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The Contractor must promptly notify MTU, 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 MTU.

Incorporation of FTA Terms

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, 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 Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTU requests which would cause MTU to be in violation of the FTA terms and conditions.

Termination Provisions

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by MTU in accordance with this Section in whole, or from time to time in part, whenever MTU determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(2) Termination for Default - 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, MTU may terminate this contract for default. MTU 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 MTU.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

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 MTU. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTU, 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.

Resolution of Disputes, Breaches, or Other Litigation

49 CFR Part 18

FTA Circular 4220.1E

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of MTU's Transportation Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by MTU, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the MTU and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which MTU is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MTU or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America

49 U.S.C. § 40118

41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Energy Conservation

42 U.S.C. 6321 et seq.

49 CFR Part 18

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.

APPENDIX 2 – CITY OF LA CROSSE MTU INSURANCE REQUIREMENTS AND STANDARD TERMS AND CONDITIONS (SERVICE CONTRACTS)

Project: LA CROSSE MTU CAD/AVL SYSTEM

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of La Crosse.

It is hereby agreed and understood that the insurance required by the City of La Crosse is primary coverage and any insurance or self-insurance maintained by the City of La Crosse, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time specified in the contract or listed below, whichever is longer.

- **Professional Liability**
 - Limits
 - Each claim..... \$1,000,000
 - Annual aggregate..... \$1,000,000
 - Must continue coverage for 2 years after final acceptance for service/job

- **General Liability Coverage**
 - Commercial General Liability
 - Each occurrence limit \$1,000,000
 - Personal liability and advertising injury..... \$1,000,000
 - General aggregate..... \$2,000,000
 - Products/completed operations aggregate \$2,000,000
 - Claims made form of coverage is not acceptable.
 - Insurance must include:
 - Premises and Operations Liability
 - Contractual Liability
 - Personal Injury
 - Explosion, collapse and underground coverage
 - Products/Completed Operations must be carried for 2 years after acceptance of completed work
 - **The general aggregate must apply separately to this project/location**

- **Business Automobile Coverage**
 - Combined single limit for bodily injury and property damage
 - Each incident \$1,000,000
 - Must cover liability for Symbol #1 – “Any Auto” – including owned, non-owned, and hired automobile liability

- **Workers Compensation and Employers Liability:** If required by Wisconsin State Statute or any workers compensation statute of a different state.
 - Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
 - Each accident..... \$100,000
 - Disease policy limit..... \$500,000
 - Disease – each employee..... \$100,000

- **Umbrella Liability:** If exposure exists, provide coverage at least as broad as the underlying commercial general liability, watercraft liability (if required), automobile liability and employers liability, with a minimum limit of
 - Each occurrence \$2,000,000
 - Aggregate \$2,000,000
 - Maximum self-insured retention \$10,000

- **Aircraft Liability:** If the project work includes the use of, or operation of any aircraft, drone or helicopter, per occurrence for bodily injury and property damage including passenger liability and including liability for any slung cargo \$3,000,000

- **Cyber and Technology Liability Insurance**
 - Per occurrence (network security) \$500,000

- **3rd Party Client Coverage (Theft) and Computer Fraud (Crime)**
 - Per occurrence \$100,000

- **Additional Provisions**
 - **Primary and Non-Contributory requirement:** All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of La Crosse.

 - **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.

 - **Additional Insured Requirements:** The following must be named as **additional insureds** on the General Liability and Business Automobile Liability Policies for liability arising out of project work: **City of La Crosse, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products/Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**

- Certificates of Insurance acceptable to the City of La Crosse shall be submitted prior to commencement of the work to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of La Crosse.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Property Insurance Coverage** to be provided by the Contractor
 - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
 - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
 - Coverage will be on a **Replacement Cost basis.**
 - The City of La Crosse, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
 - Coverage must include collapse and be written on a “special perils” or “all risk” perils basis.
 - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
 - Coverage must include testing and start up.
 - Coverage must include boiler and machinery if the exposure exists.
 - Coverage must include engineers' and architects' fees.
 - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
 - The policy must cover/allow partial utilization by owner.
 - Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
 - Contractor is responsible for all deductibles and coinsurance penalties.

- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
 - Definition of “Covered Operations” in the policy must include the type of work being done for the City of La Crosse
 - Limits of Liability:
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes

- pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
 - The City of La Crosse, its Council members and employees must be Additional Insureds
 - The policy must also cover subcontractors
 - Specify if "Wrongful Delivery" is covered
 - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
 - Certificate of Insurance must state:
 - If the policy is an Occurrence or a Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or a super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress
- Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo **IF** the project includes the use or operation of any aircraft, drone or helicopter.
- Watercraft liability protection and indemnity coverage** to be provided by the Contractor

 STANDARD TERMS AND CONDITIONS (Service Contracts)
(06.21.19)

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this document titled "Standard Terms and Conditions (Service Contracts)" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.

2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be in a manner at least equal to the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services

3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and, if applicable, shall be authorized or permitted under all applicable state and local laws and any other applicable laws or regulations to perform the services.

4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carryout in a timely and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as indicated in this Agreement. The scope of services to be performed shall include, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.

5. **CHANGE OF SCOPE.** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement. The scope of service may not be fully definable during initial phases, and as the project progresses, facts discovered may indicate that the scope must be redefined. If mutually agreed to in advance in writing, Contracting Party shall make changes, furnish necessary materials, and perform the work that La Crosse may require, without nullifying this Agreement, at a reasonable addition to, or reduction from, the total cost of the project. Under no circumstances shall Contracting Party make any changes, either as additions or deductions, without the written consent of La Crosse, and La Crosse shall not pay any extra charges made by Contracting Party that have not been agreed upon in advance and documented in writing.

6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingences set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices, unless lump sum, must be itemized to identify labor costs and the Contracting Party's direct expenses, including subcontractor and supplier costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work

completed as a percentage of the work to be performed. If payment is by lump sum, then only the percent complete will be invoiced. The final payment of the balance due the Contracting Party for the completed service shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement. Without prejudice to any other right or remedy it may have, La Crosse reserves the right to setoff at any time any amount owing to it by Contracting Party against any amount payable by La Crosse to Contracting Party.

7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.

8. **TERMINATION FOR CAUSE.** If, through its own fault, intentional misconduct, or the fault or intentional misconduct of its subcontractors, agents or volunteers, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, both as determined by La Crosse in its sole discretion, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other deliverables performed by the Contracting Party under this Agreement for which compensation has been made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of the Contracting Party's intentional misconduct or negligent performance of this Agreement, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined. Use of incomplete or unfinished work is at the sole risk of La Crosse.

9. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for convenience at any time and for any reason by giving sixty (60) days written notice to the other Party of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed and accepted by La Crosse bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.

10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of other persons or property. Except as otherwise provided in this

Agreement, Contracting Party disclaims any authority or responsibility for general job site safety, or the safety of third-parties or their property.

11. DELAYS. If performance of Contracting Party's obligations under this Agreement is delayed through no fault of Contracting Party, Contracting Party shall be entitled to a reasonable extension of time as proposed by Contracting Party and as accepted or amended by La Crosse. If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.

12. USE OF LA CROSSE PROPERTY. Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.

13. INSURANCE. Unless otherwise specified in this Agreement, Contracting Party shall, at its sole expense, maintain in effect at all times during the Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

a. *Worker's Compensation and Employers Liability Insurance.* Contracting Party shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the laws of the State of Wisconsin. Contracting Party shall provide statutory coverage for work related injuries and employer's liability insurance with limits of at least for employer's liability of one hundred thousand dollars (\$100,000.00) per each accident, one hundred thousand dollars (\$100,000.00) per each employee and five hundred thousand dollars (\$500,000.00) total policy limit.

b. *Commercial General Liability and Automobile Liability Insurance.* Contracting Party shall provide and maintain the following commercial general liability and automobile liability insurance:

- i. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as the following:
 1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001).
 2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).
- ii. Contracting Party shall maintain limits no less than the following:
 1. General Liability. Two million dollars (\$2,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
 2. Automobile Liability. Two million dollars (\$2,000,000.00) for bodily injury and property damage per occurrence covering all vehicles to be used in relationship to the Agreement.

3. Umbrella Liability. Five million dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverage. Coverage is to duplicate the requirements as set forth herein.

c. *Professional Liability Insurance.* When Contracting Party renders professional services to La Crosse under the Agreement, Contracting Party shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Contracting Party's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the La Crosse.

d. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contracting Party; products and completed operations of Contracting Party; premises occupied or used by Contracting Party; and vehicles owned, leased, hired or borrowed by Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers' compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of La Crosse.
- ii. For any claims related to this Agreement, Contracting Party's insurance shall be primary insurance with respect to La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by La Crosse, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to La Crosse, its elected and appointed officers, employees or authorized representatives or volunteers.
- iv. Contracting Party'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.
- v. Coverage shall not be canceled by the insurance carrier or the Contracting Party, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to La Crosse.

- vi. Such liability insurance shall indemnify La Crosse, 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, Contracting Party for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
- vii. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.
- viii. All of the insurance shall be provided on policy forms and through companies satisfactory to La Crosse, and shall have a minimum AM Best's rating of A- VIII.

e. *Deductibles and Self-Insured Retentions.* Any deductible or self-insured retention must be declared to and approved by La Crosse.

f. *Evidences of Insurance.* Prior to execution of the Agreement, Contracting Party shall file with La Crosse a certificate of insurance (Accord 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 as detailed herein.

g. *Sub-Contractor.* In the event that Contracting Party employ other contractors (sub-contractors) as part of this Agreement, it shall be the Contracting Party's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

h. *Amendments.* La Crosse may amend its requirements for insurance upon sixty (60) days written notice. Contracting Party shall procure updated insurance to comply with the new requirements of La Crosse if commercially available and at La Crosse's expense. Contracting Party may appeal any requirement to amend the insurance coverage to La Crosse's City Council who may, in its sole discretion, mutually agree to waive such changes.

14. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees, authorized representatives and volunteers ("La Crosse Indemnitees") from and against third party tort suits, actions, legal or administrative proceedings, claims, costs and expenses (including, without limitation, reasonable attorney and professional fees) to the extent caused by the negligent acts, errors or omissions of Contracting Party, its subcontractors or of anyone acting under its direction or control or on its behalf in the performance of this Agreement. Contracting Party's defense obligation shall not apply to professional liability claims. The aforesaid indemnity and hold harmless

agreement shall not be applicable to any liability to the extent caused by La Crosse, its elected and appointed officials, officers, employees or authorized representatives, consultants, contractors or volunteers in the performance of this Agreement. Contracting Party's obligation to indemnify, defend and hold harmless shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees, authorized representatives or volunteers.

Nothing in this Agreement is intended or shall be construed to be a waiver or estoppel of La Crosse or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80, or other applicable law. To the extent that indemnification is available and enforceable against La Crosse, (a) La Crosse or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law; and (b) La Crosse's obligations under this Agreement are further conditioned upon the following: (i) the indemnified party shall promptly notify La Crosse in writing of any such claims, demands, liabilities, damages, costs and expenses within ten (10) days of discovery; (ii) La Crosse shall have sole control of, and the indemnified party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the indemnified party shall not make any admission or disclosure or otherwise take any action prejudicial to La Crosse except as required by law.

Neither party shall be liable for indirect, special, exemplary, consequential or incidental damages, including, without limitation, any damages for lost profits, revenue or business interruption. The parties represent that, as of the effective date, neither party has any notice or knowledge of any claims, demands, liabilities, damages, costs and expenses asserted or threatened by any third party with respect to the matters contemplated in this Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

15. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of either party have any personal liability arising out of this Agreement, unless an employee of the Contracting Party shall commit a criminal, fraudulent, malicious, or dishonest act which is excluded from Contracting Party's insurance coverage.

16. Intentionally omitted.

17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its

employees. The parties shall not be considered joint agents, joint venturers, or partners.

18. GOVERNING LAW. This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

19. JURY TRIAL WAIVER. The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.

20. NOTIFICATION. Parties shall:

(1) As soon as possible and in any event within a reasonable period of time after the occurrence of any event of default by either party, notify the other Party in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by defaulting party to cure or mitigate the default.

(2) Promptly notify the other Party of the commencement of any litigation or administrative proceeding that would cause any representation contained in this Agreement to be untrue.

(3) If related to the performance of services and work under this Agreement, notify the other Party, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by a Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of a Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against a Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.

21. SEVERABILITY. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. ASSIGNMENT, SUBLET, AND TRANSFER. A Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of the other Party. This Agreement shall be binding on the heirs, successors, and permitted assigns of each party hereto. A Party shall provide not less than forty-five (45) days advance written notice of

request to assign, sublet or transfer any services provided under this Agreement. The decision to allow an assignment by Contracting Party rests solely with La Crosse, in its discretion

23. NO WAIVER. The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. SUBCONTRACTING. None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. CONFLICTS OF INTEREST. Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse

26. NON-DISCRIMINATION. Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party employees shall not engage in any political activities within the City of La Crosse while in performance of any and all services and work under this Agreement. This does not apply to periods of time in which employee is not at work, or is billing other than La Crosse for his/ her time.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis. .

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that modification or deviation from such schedules shall occur only upon approval of La Crosse or reasons of Force Majeure. Any phase or schedule that is determined to be "time of the essence" shall be specifically identified as such within the scope of services. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days. If such delays cause additional cost, Contracting Party shall be reimbursed.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or

notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one (1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

| | | | |
|--------------|----------------------|----------|----------------------|
| To the City: | Attn. City Clerk | Copy to: | Attn. City Attorney |
| | City of La Crosse | | City of La Crosse |
| | 400 La Crosse Street | | 400 La Crosse Street |
| | La Crosse, WI 54601 | | La Crosse, WI 54601 |

Contracting Party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. Intentionally omitted.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to the hourly rates of pay and reimbursable costs under this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Once deliverables are provided to La Crosse, additional copies will be provided for a fee.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. If the requested record is not within that which is required to be produced by statute or other authority, then Contracting Party may object, and La Crosse will reject the request. Contracting Party shall seek to intervene in any subsequent public records lawsuit, writ of mandamus, or other action against La Crosse seeking to compel disclosure in order to dispute disclosure of the requested record. Contracting Party shall also cooperate and provide assistance to La Crosse, at no cost, in the defense of such lawsuit, writ or other action. If the request is upheld by a court of law, then Contracting Party will produce the records or indemnify and hold harmless La Crosse Indemnitees from any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written

notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with applicable federal, state and local laws, regulations and ordinances.

40. **FORCE MAJEURE.** Neither Party shall be responsible for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its

approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination.

46. **COMPLIANCE WITH LAW.** Contracting Party agrees to abide by applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.

47. **RELIANCE.** Contracting Party has the right to reasonably rely on information provided by or through La Crosse.

*Revised:
06.21.19*

APPENDIX 3 – VEHICLE INVENTORY

| Bus # | Make | Year | Length (feet) | Destination Sign |
|--------------|-------------|-------------|----------------------|---------------------------------|
| 1109 | Gillig | 2002 | 35 | TwinVision OCU P/N 906-0232-001 |
| 1201 | Gillig | 2007 | 35 | TwinVision OCU P/N 906-0232-001 |
| 1202 | Gillig | 2007 | 35 | TwinVision OCU P/N 906-0232-001 |
| 1203 | Gillig | 2007 | 35 | TwinVision OCU P/N 906-0232-001 |
| 1204 | Gillig | 2007 | 35 | TwinVision OCU P/N 906-0232-001 |
| 1205 | Gillig | 2007 | 35 | TwinVision OCU P/N 906-0232-001 |
| 1301 | Gillig | 2013 | 35 | TwinVision OCU P/N 906-2113-000 |
| 1302 | Gillig | 2013 | 35 | TwinVision OCU P/N 906-2113-000 |
| 1303 | Gillig | 2013 | 35 | TwinVision OCU P/N 906-2113-000 |
| 1401 | Gillig | 2019 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1402 | Gillig | 2019 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1403 | Gillig | 2019 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1404 | Gillig | 2019 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1501 | Gillig | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1502 | Gillig | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1503 | Gillig | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1504 | Gillig | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1505 | Gillig | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1506 | Gillig | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1601 | Proterra | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1602 | Proterra | 2021 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1701 | Gillig | 2023 | 35 | TwinVision OCU P/N 906-2114-344 |
| 1702 | Gillig | 2023 | 35 | TwinVision OCU P/N 906-2114-344 |
| 104 | ARBOC | 2023 | 26 | TRANSIGN OCU LD500-USB |

APPENDIX 4 – SAMPLE CONTRACT**Technology License and Services Agreement**

This Technology License and Services Agreement, together with the Exhibits attached hereto and incorporated by reference herein (this "Agreement") is made as of _____ (the "Effective Date"), by and between DoubleMap, Inc. ("DoubleMap"), an Indiana corporation, located at 429 N. Pennsylvania Street, Indianapolis, Indiana 46204 and City of La Crosse Municipal Service Center ("Customer"), a Corporation, with offices located in La Crosse, WI.

WHEREAS, DoubleMap provides an innovative transportation software and hardware such as, Automatic Vehicle Location (AVL) , Automatic Vehicle Annunciator (AVA), Automatic Passenger Counter (APC), Digital Passenger Counter (DPC) and TapRide Mobile Ride-Hailing Services (TapRide) platforms for public and private transit systems

WHEREAS, Customer's riders utilize vehicle transportation services provided by the Customer;

WHEREAS, Customer wishes to license the Service in accordance with the terms of this Agreement to provide its users an innovative and elegant product to improve their riding experience and give the Customer the ability to manage the system; and

WHEREAS, pursuant to the terms of this Agreement, DoubleMap agrees to make the System or parts of the system available to Customer and its users.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows

1. DEFINITIONS

"Capital Costs" means the costs necessary to bring the project to operable status as outlined in the Exhibit A.

"Customer" means the entity or organization operating a transit system that is purchasing infrastructure and/or services from DoubleMap under this Agreement.

"Documentation" means instructional and user manuals relating to the Service made available by DoubleMap electronically or in written form under this Agreement.

“Effective Date” means the date upon which this Service Agreement is fully executed by and through the duly authorized representatives of both the Customer and DoubleMap.

“Equipment” means all hardware, antennas, cabling, wiring and other physical electronic components provided and/or installed by DoubleMap on Customer’s vehicle fleet, or otherwise delivered to the vehicle fleet and Customer, necessary to the appropriate functioning, delivery and maintenance of the Service.

“Exhibit A” is the first document attached to this Agreement that details all of the fees for associated services.

“Exhibit B” is the second document attached to this Agreement that details all of the services that the client will be receiving.

“Infrastructure” means the Equipment, hardware, software, raw data, network, and expertise produced, procured or aggregated by Customer or DoubleMap for use in providing the Service.

“Invoice Date” means the date DoubleMap sends Customer an invoice for products or services.

“Party” means DoubleMap or Customer.

“Parties” means DoubleMap and the Customer.

“Service” means the DoubleMap modules provided by DoubleMap through the combination of Equipment, Infrastructure, and certain proprietary software.

“Successfully Deployed” means the mutually agreed upon date by the Parties that the Customer and its riders are utilizing DoubleMap infrastructure or service in the course of daily business operations.

“Users” means all actual and prospective Customer passengers on the transit system.

“Warranty” means a separate protection agreement Customer may purchase.

2. TERM, FEES AND PAYMENT

2.1. Term. This Agreement will commence on the Effective Date and will expire sixty (60) months thereafter.

2.2 Renewal. This Agreement will automatically renew for additional one-year terms unless either Party notifies the other at least sixty (60) days prior to the end of the current annual term that such Party does not intend to renew the Agreement. If the Customer wishes to add to the number of their fleet and/or add additional products/services, a new Pricing Exhibit will be issued and added to the terms of this Agreement.

2.3. Fees. Customer shall pay DoubleMap the fees as set forth in the attached Exhibit A. (Which includes the Exhibits hereto). DoubleMap will invoice Customer by email or an otherwise agreed upon method. Such payments include:

2.3.1 An initial Capital Cost fee in the amount and installments set forth in Exhibit A.

2.3.2 Annual Costs, payable in annual recurring installments. The first Annual Fee shall be due within thirty (30) days of the Activation Date. The Annual Fee for additional years shall be due within thirty (30) days of the anniversary of the Activation Date.

2.3.3 Any additional expenses as specifically provided for under the terms of Exhibit A.

2.4. Additional Services. If the Customer chooses to add additional products/services product features or increase their fleet quantity during the term of the Agreement, an addendum to this Agreement must be signed by the Customer accepting liability for any additional fees.

2.5. Custom Features. At any point during the term of the Agreement that the Customer purchases a custom feature, a projected timeline will be built into the quote. Should the feature take more time than originally projected, DoubleMap will get written approval from the Customer to proceed with development and delivery at a rate of \$105 per hour.

2.6. Variation. All prices and fees described herein will remain firm for a period of sixty (60) months from the Effective Date.

2.7. Payment Timing. All undisputed fees will be due and payable no later than thirty (30) days after the Invoice Date. The Customer shall advise DoubleMap of the reasons for disputing the invoice in question within ten (10) business days from the Invoice Date. If DoubleMap has not received such notification within such time frame, the invoice in questions

will be deemed acceptable by the Customer. All amounts paid are nonrefundable provided and subject to DoubleMap not being in material breach or violation of this Agreement.

2.8. Payment Procedure. Customer shall pay all fees in U.S. dollars, and payments shall be sent to the address indicated on the invoice, or as otherwise instructed by DoubleMap in writing. DoubleMap may withhold services or terminate this Agreement if Customer fails to pay an undisputed invoice after being provided thirty (30) days written notice of such delinquency and provided DoubleMap is not in material breach or violation of this Agreement.

2.9. Taxes. Prices do not include applicable state and local sales, use and related taxes. Customer shall be responsible for such taxes or will provide proof of tax exemption upon signing of this Agreement.

2.9.1. Late Payments. DoubleMap reserves the right to charge a penalty on any overdue and undisputed charges. DoubleMap may charge a penalty of up to 10% of the total amount of the undisputed invoice if an invoice is thirty (30) days late.

3. SERVICE AND SUPPORT

3.1. Updates and Upgrades. Customer is entitled to receive any maintenance updates to the Service that DoubleMap may release or provide to its other customers that improves or maintains the stability of the Service ("Updates") at no cost to Customer. If new features that add new functionality to the Service ("Upgrades") are offered for sale to DoubleMap's other customers, such features will be offered to Customer at or below the prevailing rate. If DoubleMap provides new features to Customer at no charge for testing or trial, Customer acknowledges that the continued availability, performance, or usefulness of such features are not guaranteed or warranted by DoubleMap and such features may be revoked at any time.

3.2. Equipment Maintenance and Customer Assistance. In order to minimize downtime, Customer shall provide basic, reasonable maintenance of the on-vehicle Equipment when instructed by DoubleMap. Such tasks may include, but are not limited to, checking and replacing fuses, securing loose connections and swapping defective components with replacement parts provided by DoubleMap.

3.3. Warranty. If a Warranty is procured through DoubleMap, DoubleMap's technicians shall perform any Warranty repairs determined by DoubleMap to be outside of Customer's capabilities or responsibilities within two (2) weeks of receiving the reported issue.

3.4. Hardware Integrations. If the project scope requires a hardware integration, Customer shall provide DoubleMap test units and official documentation of the hardware prior to the installation for internal integration testing. If the documentation provided to DoubleMap by the Customer is outdated or incorrect, Customer shall provide correct documentation to

DoubleMap within a reasonable time. DoubleMap is entitled to alter project scope timelines if incorrect or outdated information is provided. If DoubleMap is providing hardware to the Customer, the Customer shall have five (5) business day to dispute quantities received in a shipment from DoubleMap.

3.5. Support and Training. DoubleMap shall provide support, service and training in accordance with the Agreement Exhibits and any future addenda. Customer is not entitled to any other support, service or training that is not in Exhibit A, any future addendums, or otherwise agreed upon in writing by DoubleMap.

3.6. Availability of Service. DoubleMap will take commercially reasonable measures to maximize the availability of the Service to Customer and Customer's riders. Customer acknowledges that Service will be intentionally unavailable for necessary system maintenance. DoubleMap will give Customer prior notice and will attempt to perform routine maintenance during off-peak times. If performance of work is not able to be completed during off-peak hours, DoubleMap is entitled to perform the work at a time of its discretion. Customer acknowledges that such entitlement is to ensure continuity of service for the Customer.

3.7. Communications. Customer acknowledges and agrees that the Services relies on various wireless communication networks (GSM/GPRS/CDMA) in Customer's area. Customer acknowledges that DoubleMap is not responsible for the failure of these networks or any gaps in coverage. Customer shall notify the responsible communications provider and work with them to resolve the problem. DoubleMap will provide reasonable assistance to the extent DoubleMap is able in order to resolve any problems.

3.8. Procurement of Data Services. In cases where DoubleMap does provide cellular data, if the Customer is at any point in time able to procure cellular data services at a more attractive rate than DoubleMap, the Customer shall work with DoubleMap in order to operate the service at the more attractive data services rates.

3.9. Interruptions to Service and Credits. Customer shall be responsible for personal or indirect (through its transit representatives) notification to DoubleMap of any service interruptions and DoubleMap will use its best commercial efforts to restore Service expeditiously.

3.9.1 Effect of Service Failure. In any month wherein the Service failed to operate for a total of twenty-four (24) hours or more (which time shall exclude reasonably scheduled maintenance), and if such Service interruption is the fault of DoubleMap, Customer is entitled to a pro-rata credit towards the subsequent invoice, based on the number of affected vehicles and the length of the Service disruption. For example, if on average one-half (1/2) of the Customer fleet vehicles in operation were affected for one-tenth (1/10th) of the time Customer fleet vehicle service was provided to Customer's riders for the month, the credit shall consist of 5% of the subsequent invoice.

3.9.2 Responsibility for Interruptions. DoubleMap is not responsible for Service interruptions caused by the malfunctioning of Customer fleet vehicles or problems with communications availability as described in Section 3.7. DoubleMap is not responsible for service problems related to data procured through third-party hardware.

3.10. Customer Responsibilities. Customer acknowledges that successful operation of the Service is dependent on Customer and its transit representative's use of proper procedures and systems and input of correct data. Customer and its transit representatives shall have the sole responsibility for inputting and protecting the data (e.g. route information, stop locations, departure schedules) used in connection with the Service. The Customer is responsible for providing DoubleMap, Inc. with the necessary information to appropriately integrate with the system and deliver all portions of the Agreement. Customer and its transit representatives are solely responsible for the accuracy and adequacy of the information and data that it furnishes to DoubleMap for use with the Service, and DoubleMap is not responsible for reductions in Service quality due to Customer action or inaction.

3.11. Transportation Department's Responsibilities. DoubleMap acknowledges that in certain cases the Customer is not the owner of the Customer vehicle fleet. The Customer shall work with its vendor or supporting party, in recognition that the Service will mutually benefit all Parties, to closely ensure that all Customer obligations under the Agreement are satisfactorily met.

4. WARRANTY AND DISCLAIMER

4.1. Limited Equipment Warranty. If a warranty is procured through DoubleMap, equipment provided by DoubleMap is warranted against defects in workmanship and material for one (1) year beginning on the Activation Date. DoubleMap may replace, modify, or repair any or all components of the Equipment. DoubleMap is not responsible for equipment provided by the Customer or other third parties. DoubleMap is not responsible for conditions, malfunctions, or damage not resulting from defects in material or workmanship.

4.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DOUBLEMAP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN TRADE OR BY COURSE OF DEALING. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER MAKES NO REPRESENTATION OR WARRANTY THAT THE SUPPLIER'S SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE.

4.3. Customer Acknowledgement. Customer acknowledges that: (i) the Service is an information tool only and is not a substitute for competent management and oversight of the transportation system and personnel; and (ii) the Service is a tool to assist Customer in the management, location and inventory of Customer's transportation resources.

5. LIABILITY

5.1. Limitation of Liability. Neither Party shall be liable for any indirect, special, exemplary, consequential or incidental damages arising out of or in connection with this Agreement (including, without limitation, any damages for lost profits or data or business interruption), whether arising from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or failure of performance, even if DoubleMap has been advised of the possibility of such damages. This limitation upon damages and claims shall apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

5.1.1. Motor Vehicle Use. DoubleMap shall not be liable to Customer or any third party for any claim or action including costs arising out of the use or misuse of any motor vehicles operated by Customer in conjunction with or separate from the use of DoubleMap infrastructure, including any personal injury claim or action. Any liability to be imposed against Customer must follow the processes identified in local and state law.

5.2. Damages. In no event shall either Party's aggregate liability for all claims under this Agreement, whether arising in agreement, tort or any other legal theory (including, without limitation, negligence or strict liability) exceed an amount equal to the fees paid by client hereunder in the twelve (12) month period preceding the act giving rise to the claim for damages.

5.3. Damaged or Lost Equipment. Customer shall be solely responsible for any Equipment that is lost, stolen, misplaced, damaged, destroyed, or otherwise made unavailable to DoubleMap while in the possession of Customer. Customer shall be solely responsible for the actual cost of damages to the Equipment resulting from Customer's negligence, Customer's abuse, accident, acts of God, acts of third parties, theft, loss, or destruction.

5.4. Compliance with Laws and Payment of Taxes. Customer shall:

5.4.1. Comply with all laws, regulations, and orders relating to this Agreement;

5.4.2. Pay all applicable taxes, license fees, assessments, and all sales, use, consumption, and all other governmental taxes, charges, fees, fines, or penalties imposed by any government, upon the Products; and

5.4.3. File all necessary declaration and returns required by any governmental authority having jurisdiction.

5.5 **Compliance with Laws.** DoubleMap shall comply with all laws, regulations, and orders relating to this Agreement.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

6.1. **Software License.** Subject to the terms and conditions in this Agreement, DoubleMap grants to the Customer and the Customer accepts a non-exclusive, non-transferable, revocable license to use the applicable DoubleMap software, documentation, and data in the ordinary course of business and at its place of business.

6.2. **General.** Customer acknowledges that DoubleMap is the sole and exclusive owner of all rights, title and interest in and to the Service, Equipment, Infrastructure, and all improvements, customizations and enhancements thereto. DoubleMap reserves and retains all rights not expressly granted to the Customer, including the rights, title and ownership of any related instructions, databases, and technology embedded therein or upon which it is based, and the related patent rights, copyrights, trade secrets, trademarks and all other related intellectual property rights. The terms of this Agreement will govern any software upgrade or update provided by DoubleMap that replaces and/or supplements the original DoubleMap software unless such update is accompanied by a separate license Agreement.

6.3. **Trademarks.** Customer's name and/or logo may be used to denote them as a customer on the DoubleMap website in order to direct end- users to the public-facing aspects of the Service; If Customer does not want DoubleMap to put Customer's name and/or logo on the DoubleMap website, Customer must notify DoubleMap in writing.

6.4. **Ownership.** DoubleMap warrants and represents it is the rightful owner or licensee of any and all intellectual property utilized in connection with the services provided under this Agreement.

6.5 **Map Interface.** DoubleMap is entitled to display any point of interest, e.g., local attraction, on the mobile interface, kiosk or website. DoubleMap is entitled to complete control of the interface to ensure an optimal user experience.

6.6. **Restrictions.** Customer shall not access or use licensed infrastructure in any way not specifically authorized in this Agreement. Customer shall not:

6.6.1. Attempt to reverse compile, disassemble, or otherwise reverse engineer all or any part of the licensed infrastructure or any other means of circumventing the user interface provided by DoubleMap.

6.6.2. Attempt to disassemble, modify, adapt, access, download, copy, translate, add new features, or interfere with licensed infrastructure without the express written consent of DoubleMap.

6.6.3. Remove, alter or obscure any copyright, trademark notice, restrictive legend, or proprietary notice. This license does not grant Customers any right to use the trademarks, service marks, or logos of DoubleMap or its licensors.

6.7. Inspection Rights. DoubleMap shall retain the right to inspect Customer's use of all equipment, software, infrastructure, and services in order to verify Customer's compliance with licenses granted under this Agreement. Customer shall provide reasonable access to its facilities and DoubleMap will exercise its right to inspect reasonably and during regular business hours.

6.8 Ownership of Data. Notwithstanding any other provision of this Agreement, Customer shall own all data collected and compiled under this Agreement. Upon expiration or termination of this Agreement, DoubleMap shall assist and provide all such data requested by Customer without cost.

7. TERMINATION AND BREACH

7.1. Termination for Breach. If either party believes that the other has materially breached any obligations under this Agreement, such Party shall so notify the breaching Party in writing. The breaching Party shall have thirty (30) days from the receipt of notice to cure the alleged breach and to notify the non-breaching Party in writing that cure has been effected. If the breach is not cured within thirty (30) days, the non-breaching Party shall have the right to terminate this Agreement without further notice.

7.2. Effect of Termination and Expiration. Upon termination of this Agreement for any reason, DoubleMap and the Customer shall cooperate in good faith to coordinate the timely removal of all Equipment in the vehicles (or any other DoubleMap products otherwise in Customer's possession). The Customer shall grant DoubleMap reasonable access to all Equipment within thirty (30) days after termination unless otherwise expressly agreed in writing.

7.3. For Customer Breach. Upon termination of this Agreement for a breach hereof by Customer, as a reasonable estimate of actual damages to the business and goodwill of DoubleMap, and not as a penalty, Customer shall pay DoubleMap, liquidated damages equal in the amount of 50% of the Capital Costs. As a condition to such payment, DoubleMap shall execute and return to Customer a full and complete general release that releases Customer, as well as their employees, directors, agents, contractors, and affiliates, from any and all, claims, causes of action, liabilities, damages, liens, costs or expenses, of any kind

whatsoever, whether known or unknown, arising out of or related in any way whatsoever to this Agreement, Customer's or DoubleMap's performance under this Agreement.

7.4. For DoubleMap Breach. Upon termination of this Agreement for a breach hereof by DoubleMap and notwithstanding Section 5.2 of this Agreement, as a reasonable estimate of actual damages to the business and goodwill of Customer, and not as a penalty, DoubleMap shall pay Customer, liquidated damages as follows: (i) if prior to the first six months of full deployment of the DoubleMap system, 85% of the initial fees paid by Customer to DoubleMap under the terms of this Agreement; (ii) if after six months of full deployment of the DoubleMap system but within the first year after such full deployment of the DoubleMap system, fifty percent (50%) of the initial fees paid by Customer to DoubleMap. There will be no refund of Capital Costs after ninety (90) days of Successful Deployment. As a condition to any payments due and owing under this Section 7.4, Customer shall execute and return to DoubleMap a full and complete general release that releases DoubleMap, as well as its employees, directors, agents, contractors, and affiliates, from any and all, claims, causes of action, liabilities, damages, liens, costs or expenses, of any kind whatsoever, whether known or unknown, arising out of or related in any way whatsoever to this Agreement, Customer's or DoubleMap's performance under this Agreement.

7.5. Survival. Sections 1, 4.2, 5, 6, 7, 8, 9 and 10 of this Agreement shall survive any termination of this Agreement.

7.6. Payment at Termination. In the event of termination of this Agreement, Customer shall pay DoubleMap for all products and services delivered up to and including the date of termination.

8. DISPUTES

8.1. Governing Law. This Agreement and any related disputes shall be governed by the laws and courts of the State of Wisconsin. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

8.2. Dispute Procedure. Except as otherwise provided for in this Agreement, any disputes concerning a question of fact arising under or related to this Agreement shall be decided in accordance with the following steps.

8.3. Notice of Dispute. All disputes shall be initiated through a written dispute notice submitted by either Party to the other Party within fourteen (14) days of dispute.

8.4. Informal Negotiation. In the event of any dispute arising under or related to this Agreement, the Parties shall initially attempt in good faith to resolve the dispute through informal negotiation. To initiate informal negotiation, a Party must give written notice of

the dispute to the other party ("**Negotiation Request**"). The Negotiation Request will state the nature of the dispute and the requested relief. A management official or legal representative will negotiate on behalf of DoubleMap. Following delivery of the Negotiation Request, Customer and DoubleMap shall negotiate as often as reasonably necessary to resolve the dispute. If the Parties are unable to resolve the dispute within thirty (30) days after delivery of the Negotiation Request, then the Parties shall submit the matter to mediation as provided in Section 8.5.

8.5 Mediation. If Informal Negotiation is unsuccessful, the Parties shall make a good faith effort to settle any unresolved dispute arising under or related to this Agreement through mediation. Mediation sessions will be held at an agreed upon location or in La Crosse, Wisconsin. The Parties shall designate a mediator. If the Parties are unable to agree on a mediator, each Party shall select one mediator, and the two mediators selected by the Parties shall appoint a third mediator to serve as the sole mediator for the dispute. Each Party shall bear its own costs and expenses for the mediation and an equal share of mediator's fees, except that a Party refusing to submit to mediation under this Section shall pay the costs and fees, including without limitation attorney's fees, incurred by the other Party. If the initial mediation session fails to resolve the dispute, the parties must participate in a second mediation session. In the event the dispute remains unresolved following the second mediation session, then the Parties shall submit the matter to arbitration as provided in Section 8.6.

8.6. Arbitration. The Parties shall submit any unresolved dispute arising under or related to this Agreement to final and binding arbitration under the American Arbitration Association's Labor Arbitration Rules ("AAA Rules") as provided in this Section. Arbitration will be conducted in La Crosse, Wisconsin. If the Parties are unable to agree on an arbitrator, each Party shall select one arbitrator, and the two arbitrators selected by the Parties shall appoint a third arbitrator to serve as the sole arbitrator for the dispute. If the two arbitrators selected by the parties are unable to agree on the third arbitrator, the parties shall follow the appointment procedure outlined in the AAA Rules.

8.7. Litigation. The Parties may agree that the decision of the arbitrator shall not be binding and that either party shall have the right to remedies provided by law.

9. CONFIDENTIALITY

9.1. Care and Protection of Confidential Information. Customer and DoubleMap agree, subject to the requirements of law, to protect any confidential information of the other with at least the same degree of care used to protect its own most confidential information. Customer shall grant access to the password-protected portions of the service and any on-vehicle equipment to their employees and transit provider only, and not to any third party, without DoubleMap's approval.

9.1.1. Definition. "Confidential information" shall include trade secrets, financial information, pricing, proprietary technical information, procedures, algorithms, computer programming techniques and know-how, business information, product samples or prototypes, business practices, records, processes, and data of DoubleMap or its operations, including but not limited to, information related to customers, distributors, sales, financial affairs, pricing, product information, and research and development or any other information that could negatively affect business operations if publicly disclosed, that (a) has been or will be disclosed to Customer under this Agreement, or (b) of which Customer has become or will become aware through its relationship with DoubleMap under this Agreement and is not generally known in the industry or easily obtainable from other sources.

9.2. Third Party Confidentiality. Customer and DoubleMap agree to require affiliates, subcontractors, partners, and any related third party to comply with the confidentiality provision set forth in this Agreement.

9.3 Remedies for Breach of Confidentiality. Customer acknowledges that the remedies at law for any breach of Customer's obligations under this Section would be inadequate and would cause DoubleMap irreparable harm. Therefore, in the event of any breach or threatened breach of Customer's obligations under this Section, Company is entitled to injunctive relief in any proceeding brought to enforce the provisions. If any court of competent jurisdiction holds that the restrictions contained in this Section are unreasonable as to time or scope, such restrictions will be reduced to the extent necessary, in the opinion of the court, to make them reasonable.

9.4 Public Records Law. Notwithstanding any other provision of this Agreement, DoubleMap understands and acknowledges that Customer is subject to the Public Records Law of the State of Wisconsin. As such, DoubleMap agrees to retain all records as defined by Wis. Stat. s. 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. DoubleMap agrees to assist Customer in complying with any public records request that Customer receives pertaining to this Agreement. Additionally, DoubleMap agrees to indemnify and hold harmless Customer, its elected and appointed officials, officers, employees, and authorized representative for any liability, including without limitation, attorney fees related to or in any way arising from DoubleMaps's actions or omissions which contribute

to Customer's inability to comply with the Public Records Law. In the event that DoubleMap decides not to retain its records for a period of seven (7) years, then it shall provide written notice to Customer whereupon Customer shall take custody of said records assuming such records are not already maintained by Customer. This Section shall survive the termination or expiration of this Agreement.

10. NOTICES

Any notice permitted hereunder shall be sufficiently given if delivered in person, or sent by facsimile (with the original sent promptly by ordinary mail), or by registered or certified mail, postage prepaid, or by recognized overnight delivery service, to the address of the applicable party as set forth below, and such notice shall be deemed to have been given when so delivered, sent by facsimile or mailed. By such notice either party may change its address for future notices.

For all notices to DoubleMap, Customer shall provide a copy to:

DoubleMap, Inc.

Attn: Ilya Rekhter

429 N. Pennsylvania St. Suite 401

Indianapolis, IN 46204

For all notices to Customer, DoubleMap shall provide a copy to:

City of La Crosse Municipal Service Center

Attn: Adam Lorentz

Email: lorentza@cityoflacrosse.org

2000 Marco Dr

La Crosse, WI 54601

With a copy to:

Attn: City Clerk

400 La Crosse Street

La Crosse, WI 54601

11. MISCELLANEOUS

11.1. **Assignment.** This Agreement shall be binding on Parties and their successors. Neither party shall assign or transfer its rights or obligations under this Agreement without prior written permission of the other Party, nor will such assignment will be effective until approved in writing by the other Party.

11.2. **Severability.** If any clause or provision of this Agreement is declared to be invalid or unenforceable by any court of competent jurisdiction, then and in that event the remaining provisions of the Agreement shall remain in force.

11.3. **Force Majeure.** Neither Party shall be liable or responsible for any failure or delay in the performance of its obligations due to causes beyond the reasonable control of the Party affected, including but not limited to war, sabotage, insurrection, terrorism, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other act of God.

11.4. **Complete Agreement.** This Agreement, including any Schedules hereto, is the entire Agreement between the Parties as to the matters hereunder and there are no other agreements, express or implied. In the case of disagreement in the terms and conditions between the Agreement and any of its Schedules, the Agreement shall control, unless otherwise expressly stated in a Schedule. The headings of this Agreement are for convenience only and shall have no effect on the meaning or interpretation of this Agreement.

11.5. **Amendment and Waiver.** This Agreement may only be modified by an Addendum in writing signed by an authorized executive of both Parties. No delay or omission by either Party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy. No waiver by either Party of any right or remedy whether under this Agreement or otherwise shall be effective unless in writing.

11.6. Intentionally omitted.

11.7. **Relationship.** In making and performing this Agreement, DoubleMap and Customer act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, joint venture, or employer and employee relationship between DoubleMap and Customer

11.8. **Piggybacking.** DoubleMap gives the Customer permission to allow other state and local agencies to piggyback off of this Agreement. For additional requirements concerning piggybacking, see the Federal Transit Administration (FTA) Circular 4220.1F, ChapterV., Paragraph 7(2). (FTA rev: May 2011).

11.9. **Agreement Exhibits.** The exhibits and schedules hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the Effective Date

DoubleMap Inc.:

Name: _____

Title: _____

Signature: _____

Effective date: _____

City of La Crosse: _____

Name: _____

Title: _____

Signature: _____

Effective date: _____

Are you, the Customer, tax exempt? _____