

REQUEST FOR PROPOSAL
Metro Ride CAD-AVL Consulting Services
PROPOSALS MUST BE RECEIVED NO LATER THAN
4PM C.D.T JULY 10th 2023

FOR FUTHER INFROMATION PLEASE CONTACT THE PROJECT MANAGER

Matthew Rosenbloom-Jones, Director

METRO RIDE
420 PLUMER STREET
WAUSAU, WI 54403
(715) 261-6561

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I. Solicitation

The City of Wausau (Wisconsin) Transit Department, known as Metro Ride, is seeking proposals from qualified firms with experience in providing CAD-AVL consultancy services with public transportation systems. This project will include an assessment of Metro Ride's CAD-AVL needs, development of specifications and quality assurance through factory acceptance testing and implementation.

Metro Ride is a public transit system owned and operated by the City of Wausau as a department of the city government. Metro Ride provides an ADA accessible, fixed route bus service and ADA paratransit service throughout the City of Wausau.

The Metro Ride bus fleet consists of 22 low floor 29 and 35 foot Gillig transit buses and four Chevrolet/Glaval cutaway buses. Metro Ride operates Monday through Friday from 6:30am to 6:30pm.

All aspects of this Request for Proposal and associated contract will be in accordance with the City of Wausau Procurement Policy.

The City of Wausau reserves the right to reject, in whole or in part, any and all proposals; to waive any technical deficiencies in the proposals; to accept the proposal and award final contract to the responsible offeror determined to be the most advantageous to the City of Wausau. This solicitation may be canceled if doing so is determined to be in the best interests of the City of Wausau. Upon award of the contract, all submitted documents become subject to the Open Records Law of the State of Wisconsin.

All proposals must be received by 4:00pm CDT, Monday July 10th 2023. Actual receipt is required by that time, deposit in the mail is not sufficient. Submittals by FAX or E-Mail are not acceptable and will be rejected. Proposal must be addressed to:

Matthew Rosenbloom-Jones – Transit Director
Metro Ride CAD-AVL Professional Services Contract
Metro Ride
420 Plumer St
Wausau, WI 54403
matthew.rosenbloomjones@ci.wausau.wi.us
(715) 261-6561

Proposals shall remain firm once submitted and may not be withdrawn for a period of ninety (90) days.

The use of brand names for the purpose of describing the standard of quality, performance and characteristics desired is not intended to limit or restrict competition.

II. Instructions

A. Responsibility

It is the responsibility of all proposers to carefully read the entire Request for Proposal (RFP) which contains provisions applicable to successful submission and completion of a proposal. If you discover any ambiguity, inconsistency or error in the RFP, you must notify Matthew Rosenbloom-Jones (contact information above). Only interpretations or corrections of the RFP made in writing by the City of Wausau are binding. You shall not rely on interpretations or corrections made in any other way. All requests for interpretations or corrections must be received by the City of Wausau no later than ten days prior to the deadline for submitting proposals. Request for interpretations and responses will be sent to all vendors obtaining the proposal documents.

B. Submission of Proposals

An original and three copies of your proposal must be submitted in one sealed envelope or other container. An electronic copy of all proposal materials should be included on a USB drive.

C. Format Requirements

Proposals must follow the format shown in Section VI and contain:

1. Information requested in Section III: Proposal Requirements (Responses must be labelled by section to correspond with the related area of the RFP.)
2. A complete description of the services being proposed. Provide itemized and total cost of those services.
3. The proposal shall be submitted on 8 ½ x 11" paper and assembled in a 3 – ring binder. If oversized sheets must be used, they shall be folded to conform to the 8 ½ x 11" size requirements. Please do not submit preprinted brochures or pamphlets which exceed the 8 ½ x 11" format.

D. Content Screening

Proposals will be screened to ensure that format and content requirements have been compiled with and that proposer references have been included.

E. Evaluation of Proposals

The evaluation of proposals will be based on the following (sequence does not imply importance):

- | | |
|--------|---|
| 1) 20% | Cost |
| 2) 38% | Fit with requirements and environment |
| 3) 2% | Proposal quality and contents |
| 4) 15% | Record of performance on similar project |
| 5) 15% | Project approach and proposed schedule |
| 6) 10% | Firms economic and professional resources |

F. Oral Presentations

The City of Wausau reserves the right to request an oral presentation and/or demonstration by the proposer. Proposers shall be prepared to discuss/demonstrate all aspects of their proposal in detail. More than one presentation may be required of some proposers at the request of the City. The City of Wausau reserves the right to request a written statement from the proposer after any oral presentation.

G. Cost Liability

The City of Wausau is not liable for any costs incurred in responding to this RFP or in any requested presentation.

H. Acceptance and Rejection of Proposals

The City of Wausau reserves the right to accept or reject any part of the proposal from the responsible offeror determined to be in the best interests of the City of Wausau.

I. Restrictions of Proposals

Any restrictions on the use of the information in the proposal based upon confidentiality of information, proprietary interests, trade secrets, copyrighted information, or similar basis shall be clearly stated in the proposal. All proposals become property of the City of Wausau. The Request for Proposal is governed by the public records laws of the State of Wisconsin. All responses become public record upon award of the contract. If confidentiality is claimed by the proposer, the City of Wausau will notify the proposer of any request for such documents and shall defend non-disclosure of the documents as allowed by law. The proposer shall cooperate with the City of Wausau in any such defense and agrees to indemnify and hold the City of Wausau harmless for any costs of such defense.

J. Sample Products

Any samples or demonstrations of products available or completed in previous projects may be submitted via hard copy, USB, CD or DVD.

K. Addenda

The City of Wausau reserves the right to make modifications or addenda to this RFP. If the City of Wausau determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon the City's own initiative, the City will issue, and make available to all prospective proposers a written addendum setting forth this revision.

Where addenda require changes in the scope of work to be performed under the contract, the date set for receipt of proposals may be postponed by such number of days as the City determines are appropriate in order to enable prospective proposers to revise proposals. The City is not bound by any oral interpretations, clarifications, or changes made to this RFP by any City employee. Any changes or clarifications to this RFP must be provided in writing pursuant to this section.

L. Schedule of Events

- | | |
|----------------------|-------------------------------|
| 1) RFP Released | June 9 th , 2023 |
| 2) Proposal Due Date | July 10 th 2023 |
| 3) Evaluation Period | August 4 th , 2023 |

4) Contract Signed

September 1st, 2023

III. Proposal Requirements

A. Summary

The proposer shall succinctly explain the firm's understanding of the project. The proposer shall identify any recommendations or issues that it feels will be necessary to address during the course of work. The synopsis shall contain a brief statement of the features of the proposal and an overall cost summary.

B. Corporate Data

Please furnish a detailed background of your company's experience providing these services. Finalists will be required to furnish the company's most recent annual report and the last two years annual financial statements for proof of financial solvency.

C. Contact Person

Matthew Rosenbloom-Jones – Transit Director
Metro Ride CAD-AVL Professional Services Contract
Metro Ride
420 Plumer St
Wausau, WI 54403
matthew.rosenbloomjones@ci.wausau.wi.us
(715) 261-6561

D. References

- 1) Provide at least three (3) customer references with whom you have contracted or for whom you have performed similar services. Identify other pertinent projects contracted by your firm that have not been specifically addressed elsewhere in your proposal.
- 2) If your firm has been a party to arbitration, mediation or a party defendant in litigation involving similar projects, state the identity of the customer, the nature of the proceedings, when and where the proceedings, when and where the proceedings occurred, and any official file number or other identifier. Also state a summary of the issues and the results of the proceedings.

E. Contractual Conditions

- 1) Provide copies of proposed contracts and agreements. The following contractual conditions shall be included in the contract entered into by the City of Wausau and the successful offer or:
- 2) Include a specific and clear section titled RFP Exceptions in the response identify each and every item in the RFP to which you are not able to meet all or part of the requirement.
- 3) The contract will state clearly that the RFP and the vendor's RFP response are all included as part of the agreement.
- 4) There shall be one contract between the City of Wausau and the proposer.
- 5) The contract shall be governed by the laws of the State of Wisconsin.
- 6) The contract shall be effective on the date it is approved and signed by the City of Wausau.
- 7) All products generated as a result of this RFP shall become the sole property of the City of Wausau.

- 8) The successful offeror shall not assign any part of its interest in this agreement without the prior written consent of the City. Any assignment of the contract or of a subsequent service agreement must allow for the City of Wausau to terminate the agreement within 90 days of assignment with no penalties to the City of Wausau.
- 9) The successful offeror shall be responsible for any and all permits required.
- 10) There will be performance penalties agreed to during contract negotiations which will penalize the vendor if milestones are not met on time or scope. If you cannot agree in principle now to these penalties this must be clearly identified in the RFP exceptions section of your response.

F. Proposer Terms

- 1) Offeror will state the expiration date of their proposal. Minimum of 90 days.
- 2) Billing procedures and effective terms will be mutually arranged upon acceptance of the proposal of the successful offeror.
- 3) The respondent is encouraged to suggest relevant milestones and partial payment amounts in its proposal. The City will withhold retainage from each milestone, with final payment of 30% made upon final acceptance of the system by the City.

G. Proposer Support

The proposer must include a section that describes the offeror's ability to provide support in the following areas:

- 1) Completion and delivery schedule including lead time between order placement, completion and delivery.
- 2) Specify the remedies you can support and corrective measures that will be taken to assure contract compliance and user satisfaction for all products.

H. Costs

Respondents must provide itemized and total costs of proposed services.

1. Itemized costs should include but not be limited to:
 - a. Travel and living expenses
 - b. Training
2. Vendor will provide pricing based on a concurrent pricing configuration for all items listed in the Proposal Costs template below:
 - a. The Proposal Costs tables at the end of the RFP should be used to itemize the costs. The vendor is encouraged to add any items that the vendor believes are necessary for a successful deployment.

Standard Terms and Conditions

1.0 SPECIFICATIONS: The specifications in any request for bids or proposal which forms the subject of this contract are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed/provided, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City of Wausau shall be the sole judge of equivalency. _____ are cautioned to avoid bidding/proposing alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the _____'s letterhead, signed, and attached to the response to request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the _____s shall be held liable.

ACCEPTANCE-REJECTION OF BIDS OR PROPOSALS: The City of Wausau reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of The City of Wausau.

Bids/proposals MUST be date and time stamped by the office of the soliciting purchasing agent on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing agent's office

4.0 METHOD OF AWARD: Award of bids shall be made to the lowest responsible, responsive bidder unless otherwise specified. Award of proposals shall be subject to criteria set for in the request for proposal.

5.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without specific prior written approval by the City of Wausau.

6.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

7.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

Failure of the _____ to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the _____ liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

8.0 ORDERING: Purchase orders shall be placed directly to _____ by authorized departments or purchasing agents who have issued the request for bids or proposal. No other purchase orders are authorized.

9.0 PAYMENT TERMS AND INVOICING: The City of Wausau normally will pay properly submitted invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

9.2 A good faith dispute creates an exception to prompt payment.

10.0 TAXES: Marathon County, the City of Wausau, CCITC and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The City of Wausau, including all its departments, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The City may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

11.0 CONTRACT INTEGRATION: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of a request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply

The documents constituting the contract between the Marathon County, the City of Wausau, CCITC and are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders (with the most recent taking precedence); Contract Document Amendments; the Contract Document as described in this signed Agreement; Request for Proposal Addenda; Request for Proposal; and Firm's Proposal. Any terms of any other documents concerning this agreement are superseded by the terms set forth herein.

12.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. _____ shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Marathon County, City of Wausau and CCITC reserves the right to cancel this contract if _____ fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

13.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to Marathon County, the City of Wausau and CCTIC must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

13.1 _____ shall execute and maintain its work so as to avoid injury or damage to any persons or property. _____ shall comply with the requirements and specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its work, _____ shall, at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, including the obligation to conduct safety inspections to verify said compliance by its employees, agents, and/or subcontractors.

13.2 _____ is specifically notified that it is subject to federal requirements listed under Title 29, Chapter 15 of the United States Code (Occupational Health and Safety Act) by virtue of its contract with the City of Wausau, a public entity. _____ shall provide a similar notice to all its subcontractors.

13.3 SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

14.0 INSURANCE REQUIREMENTS: _____ shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the City, nor shall _____ allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

14.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work. In case any work is sublet, _____ shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by _____.

14.2 General Liability, Professional Liability and Property Damage Insurance. _____ shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by _____, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and Property Damage.
- Professional Liability Coverage, \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- Automobile Liability \$1,000,000 per occurrence and \$2,000,000 in aggregate for bodily injury and property damage.
- Excess Liability Coverage, \$1,000,000 over the General Liability and Automobile Liability Coverage.
- If aircraft are used in conjunction with this project, \$2,000,000 per occurrence and in aggregate for bodily injury and property damage.

14.3 Marathon County, City of Wausau and CCTIC reserves the right to require higher or lower limits where warranted.

14.4 Marathon County, City of Wausau and CCTIC reserves the right to require additional security, including, but not limited to, bid bonds or performance bonds as specifically set forth in its request for bids or proposals.

14.5 PROOF OF INSURANCE: _____ shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that _____ meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. The Certificate of Insurance shall be delivered to the Authorized Purchasing Agent, with a copy of the Certificate of Insurance to be delivered to the Marathon County Risk Manager for approval prior to the execution of this contract. Upon renewal of the required insurance, and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall name Marathon County as an additional insured and describe the contract by name and or identification number in the "Description of Operations" section of the form.

15.0 CANCELLATION / TERMINATION: Marathon County, the City of Wausau and CCTIC reserves the right to:

15.1 NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

15.2 Terminate this contract, for the City's convenience, at any time by a notice in writing from the County to _____ by certified mail. If the Contract is terminated by the County as provided herein, _____ shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of _____ covered by this Contract, unless payments of compensation have previously been made.

16.0 CONTRACT MODIFICATIONS: The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract. This amendatory provision shall not operate to prevent the City from exercising its reserved right to establish reasonable time schedules for any of the work or services to be performed by or deliveries to be received from _____ hereunder. Furthermore, this amendatory provision shall not operate to prevent the County from canceling any of the services not yet performed or any deliveries no yet made at the time notice is given to _____ of the cancellation of such services or portion of the work to be performed hereunder.

17.0 ASSIGNMENT: No right or duty in whole or in part of the _____ under this contract may be assigned or delegated without the prior written consent of the City of Wausau.

18.0 PATENT INFRINGEMENT: The _____ selling articles to the City of Wausau as described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the City (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

19.0 PUBLIC RECORDS ACCESS: The City of Wausau is a political subdivision of the State of Wisconsin and as such is subject to the Wisconsin Public Records Law. It is the policy of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid openings are public unless otherwise specified. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of bids and responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

20.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a response to request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is _____'s responsibility to defend the determination in the event of an appeal or litigation.

20.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the City.

20.2 Any material submitted by _____ in response to the City's request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Bid/proposal prices cannot, under any circumstances, be held confidential.

20.3 In the event the City of Wausau becomes involved in litigation due to _____'s refusal of permission to release information identified as confidential or proprietary, _____ agrees to indemnify, defend and hold harmless Marathon County for any costs associated with said litigation.

21.0 CONFIDENTIALITY OF THE CITY OF WAUSAU'S DATA: In the event work conducted under this contract requires _____ to have access to Marathon County's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, _____ agrees to keep all such data confidential and to execute any reasonable agreement to assure the City that _____ will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon _____ or its agents, employees, successors, assigns or subcontractors. _____ shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by _____, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.

22.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the City of Wausau, any of its departments, agencies or other subunits, or any county official or employee for commercial promotion is prohibited. News releases pertaining to

this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's purchasing agent.

23.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION

_____ hereby agrees to release, indemnify, defend, and hold harmless the City of Wausau, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of _____'s officers, officials, employees, agents or assigns.

The City of Wausau hereby agrees to release, indemnify, defend, and hold harmless _____, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of the City's officers, officials, employees, agents or assigns.

The City of Wausau does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

24.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

25.0 GRATUITIES AND KICKBACKS

It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

26.0 DISPUTE RESOLUTION: This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of laws provisions. _____ consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin.

If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

27.0 INDEPENDENT CONTRACTOR STATUS: The parties hereto agree that Contractor, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the City of Wausau. The Contractor shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of the City are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by the City on behalf of the Contractor. Neither the City nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Contractor agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venturer with, or partner of, the City.

28.0 NON-DEBARMENT CLAUSE: _____ hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. _____ further agrees and certifies that this clause shall be included in any subcontract of this contract. The City also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.

29.0 STATEMENT OF COMPLIANCE: _____ has carefully reviewed the City of Wausau's required contract language, as set forth in the Request for Proposal/Bid pertaining to termination of contract, change orders, gratuities and kickbacks, non-appropriation of funds, hold harmless/indemnification, insurance requirements/proof of insurance, dispute resolutions, and non-debarment, and is in full compliance with all statements and requirements.

30.0 WAIVER/SEVERABILITY: No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.

IV. Desired Outcome and Requirements

1. Identify and provide cost estimates for hardware/software/services available in the marketplace to fulfill capabilities listed below.
2. Assist Metro Ride in determining which of these alternatives to pursue.
3. Prepare RFP to acquire hardware/software/services.
4. Conduct an independent Cost Estimate pursuant to FTA requirements.
5. Evaluate and recommend procurement award.
6. Provide independent control through factory acceptance and implementation.

A. Desired System Capabilities

- 1) Real Time General Transit Feed Specification
- 2) Bus Route and Bus Stop Annunciation
- 3) Computer-Aided Dispatch and Real Time Operations Dashboard
- 4) Electronic Account Based Fare Collection
- 5) Passenger Counting and Reporting
- 6) Fixed Route Scheduling, Blocking and Run-Cutting
- 7) NTD and Management Reporting
- 8) Data Transmissions
- 9) Paratransit Reservations, Scheduling and Trip Assignment
- 10) Paratransit Performance Monitoring
- 11) Electronic HIPAA-Compliant Secure Data Transmissions
- 12) Section 508 and WCAG Compliant Website Capabilities for Riders
- 13) Paratransit Customer File Management
- 14) Account-Based Fare Payments
- 15) Paratransit NTD Management Reporting
- 16) Cloud Storage and Access

V. Existing Conditions at Metro Ride

A. Fleet

- 1) Metro Ride has 26 Gillig Low Floors varying in size between 29 and 35 feet. The oldest vehicles were manufactured in 2004 while the newest are from 2022.
- 2) Currently Metro Ride operates four Chevrolet G4500 paratransit with a fifth Ford Super Duty paratransit vehicle expected to be delivered this year.
- 3) Street supervision is conducted using a 2005 Dodge Caravan and a 2013 Chrysler Town & Country.

- 4) Exterior destination signs are Twin Vision and Luminator products.
- B. Existing Technology
- 1) Metro Ride does not and has never had a CAD/AVL system.
 - 2) Existing onboard technologies include AngelTrax video surveillance system and GFI Cents-A-Bill Fareboxes from the mid-1990s.
 - 3) Data management and reporting is done through an in-house application called Metro-Ride.
- C. Radio Communications
- 1) Vehicles are equipped with a 25 watt two-way radio system operating at a frequency in the range of 450mhz.
- D. Service Profile
- 1) Metro Ride operates Monday through Friday from 630am to 630pm. There is no weekend or holiday service, however expansion is likely.
 - 2) Metro Ride operates entirely within the limits of the City of Wausau, however expansion to neighboring communities is being explored.

VI. State and Federal Requirements

4.01 No Obligation by the Federal Government

- a. Metro Ride 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 Metro Ride, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4.02 Program Fraud and False or Fraudulent Statements or Related Acts.

- a. 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.
- b. 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.
- c. 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.

4.03 Access to Records

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide Metro Ride, 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.
- b. 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.
- c. 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).
- d. FTA does not require the inclusion of these requirements in subcontracts.

4.04 Federal Changes

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 Agreement 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.

4.05 Termination

1. Termination for Convenience - Metro Ride may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Metro Ride to be paid the Contractor. If the Contractor

has any property in its possession belonging to Metro Ride, the Contractor will account for the same, and dispose of it in the manner Metro Ride directs.

2. Termination for Default [Breach or Cause] - If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Metro Ride may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

3. Opportunity to Cure - If Metro Ride, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

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

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

4.06 Civil Rights

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.

4.07 Disadvantaged Business Enterprise Provision (DBE)

The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all contracts and sub-agreements supported with federal assistance from the U.S. DOT.

4.08 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 4220.1F, dated November 1, 2008, 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 City of Wausau/Metro Ride requests which would cause the City of Wausau/Metro Ride to be in violation of the FTA terms and conditions.

4.09 Suspension and Debarment

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and subrecipients from contracting goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. To be eligible for this procurement, contractors must submit with their bid or proposal an executed Certification of Eligibility, to confirm that the contractor (and its subcontractors) is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions".

4.10 Prompt Payment and Return of Retainage

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Wausau/Metro Ride. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of

payment from the above referenced timeframe may occur only for good cause following written approval of the City of Wausau/Metro Ride. This clause applies to both DBE and non-DBE subcontractors.

4.11 Cargo Preference

Pursuant to 46 CFR Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

The contractor agrees:

- a. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- b. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment origination outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

4.12 Fly America

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.

4.13 Energy Conservation

The Contractor shall recognize 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 (42 USC Section 6321 et seq.).

4.14 ADA Access

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act on 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and service be made available to persons with disabilities, including any subsequent amendments to the Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to the Act. In addition the contractor agrees to comply with any and all requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

**SECTION 5
ATTACHMENTS**

ATTACHMENT 1	CERTIFICATION OF ELIGIBILITY
ATTACHMENT 2	NON-COLLUSION BIDDING CERTIFICATION
ATTACHMENT 3	AFFIDAVIT OF ORGANIZATION AND AUTHORITY
ATTACHMENT 4	CONTRACTOR CERTIFICATION REGARDING COMPLIANCE WITH FTA REQUIREMENTS
ATTACHMENT 5	BID SUBMISSION CHECKLIST

ATTACHMENT 1

CERTIFICATION OF ELIGIBILITY

I, _____
(Name of Authorized Official) *(Title of Authorized Official)*

hereby certify that _____
(Bidder Name)

is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions".

Signature: _____ Date: _____

ATTACHMENT 2

NON-COLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Date: _____

Bidder: _____

Signature: _____

Title: _____

ATTACHMENT 3

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF _____

COUNTY OF _____

_____ being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(COMPLETE APPLICABLE PARAGRAPH)

1. CORPORATION

The BIDDER is a corporation organized and existing under the laws of the State of _____ and its president is _____, its Secretary is _____ and it does have a corporate seal. The president and/or _____ (insert other title here, if applicable) is authorized to sign contracts and proposals for the company. This authorization was given by action of its board of directors taken on _____. A certified copy of the record of this action is hereto attached. (Strike out this last sentence if not applicable.)

2. PARTNERSHIP

The BIDDER is a partnership consisting of _____ and _____, partners doing business under the name of _____.

3. SOLE TRADER

The BIDDER is an individual and is operating under a trade name; such trade name is as follows:

4. LIMITED LIABILITY COMPANY

The bidder is a corporation organized and existing under the laws of the Sate of _____ and its owner, president, vice president, secretary or treasurer (select on and strike out the remaining) is _____, and it does/does not have a corporate seal. The owner, president, vice

president, secretary or treasurer (select on and strike out the remaining) is authorized to sign construction contracts and proposals by virtue of its operating agreement or articles of organization, a certified copy is which is hereto attached.

ADDRESS

The business address of the bidder is as follows:

STATUTORY SWORN STATEMENT

_____ also deposes and says that he/she has examined and carefully prepared his bid proposal from the specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct. (Wisconsin Statutes (66.29) (7).)

_____ further deposes and says that the “ Full and Complete List of Subcontractors and Material Suppliers” submitted with this bid is a full and complete list of all subcontractors and the class of work to be performed by each, which list cannot be added to or altered without the written consent of the City of Wausau/Metro Ride.

(Contractor shall strike out whichever certification, relative to contractors, does not apply)

Signed _____
Signature of individual making affidavit

Title _____

Subscribed and sworn to before this _____ day of _____ 20____.

NOTARY PUBLIC

State _____ County _____

My Commission expires _____, 20____.

(This affidavit must be attached to and filed with the bid proposal).

ATTACHMENT 4

**CONTRACTOR CERTIFICATION
REGARDING COMPLIANCE WITH FTA REQUIREMENTS
49 CFR Part 18**

The Contractor listed below hereby certifies that it 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 Federal Transit Administration (FTA) Master Agreement between the City of Wausau/Wausau Area Transit System (d.b.a Metro Ride) and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

Contractor Name

Name and Title of Contractor's Authorized Official

Signature

Date

ATTACHMENT 5 BID SUBMISSION CHECKLIST

This checklist is provided to assist vendors in the preparation of their bid. This page is not a required submission. Failure to complete and/or submit the items listed below may result in the rejection of a bid.

- Proposal or Bid
- Certification of Eligibility
- Non-Collusion Bidding Certification
- Affidavit of Organization and Authority
- Contractor Certification Regarding Compliance with FTA Requirements
- Descriptive Product Literature