



Request for Proposals

The City of Fond du Lac

FOND DU LAC AREA TRANSIT

TRANSIT DEVELOPMENT PLAN 2022

AGENCY BID NUMBER: 2400-022-01

Prepared by Fond du Lac Area Transit,
in coordination with East Central Wisconsin Regional Planning Commission



Fond du Lac Area Transit
Proposals due: No later than 2pm (CST) on Wednesday, January 26, 2022
Date of Issuance: *January 5, 2022*
The deadline for questions on RFP is *2pm on Friday, January 14, 2022*

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INTRODUCTION

Fond du Lac Area Transit (FDLAT) will update its Transit Development Plan (TDP) in 2022, updating the current plan from 2016. The purpose of a TDP is to guide the development of the transit system over the next five to ten years ensuring efficient and effective transit services. To guide the plan, the TDP will include an evaluation of transit system operations including such service elements as routes, times, and policies. The plan's recommendations should consider current operations and take into account factors such as demographics, input from public comment/surveys, input from a steering committee, and additional recommendations from public outreach efforts.

Current transit services provided by FDLAT include:

- **Fixed Route Bus Service:** Core service which consists of 8 fixed bus routes with service from 6:00 a.m. to 6:30 p.m. Monday through Friday. Many routes operate every 30 minutes during peak periods and every 60 minutes during off-peak periods.
- **Handi-Van Paratransit Service:** Paratransit service is for people with disabilities who are unable to use the fixed-route bus system and is provided under the guidelines of the Americans with Disabilities Act (ADA). The service is available to ADA certified customers within the Fond du Lac Area Transit service area.
- **Adjunct School Service:** As a means of managing capacity, Fond du Lac Area Transit contracts an extra bus for morning and afternoon peak service. This extra bus runs route #120 and the majority of passengers are students attending Fond du Lac High School.
- **Jobtrans:** A shared-ride taxi service designed to be used by the citizens of the City of Fond du Lac and the Village of North Fond du Lac, outside of the fixed-route area. This service is provided under contract and is available Monday through Friday, 6:00 a.m. until 6:30 p.m.

FDLAT's fixed route bus service covers approximately 19 square miles and serves a population of approximately 50,000 within the City of Fond du Lac and the Village of North Fond du Lac. The City of Fond du Lac has owned and operated the current fixed route system since 1973, and the history of public transit in Fond du Lac dates back to the 1880s. Through this TDP update, FDLAT is considering revisions to its fixed route bus service, adapting to better meet the demands of its customers and the changing needs of the entire community.

PURPOSE

A TDP is a strategic plan used to guide the near-term and medium-term future of the transit system. As part of this planning process, FDLAT would like to evaluate the current route system as well as seek recommendations to potentially improve upon the transit system and enhance

its mobility management practices and offerings. FDLAT currently operates a hub-and-spoke system, which is functioning at capacity.

Transit model:

- **Hub-and-spoke transit model:** bus system and routes radiate out from a central downtown transfer center. Advantages of a hub-and-spoke system: They are simple; new ones can be created easily; scheduling is convenient for passengers since there are few routes, with frequent service, so they may find the network more intuitive.¹

The purpose of this request for proposal includes the following tasks:

- A. Review FDLAT ridership trends (origins and destinations)
- B. Identify major generators
- C. Recommend a more efficient system that incorporates the major generators and destinations identified in Task A (below)
- D. Recommend a partner funding structure with participating municipalities/partners based on recommended system in Task B (below)
- E. Evaluate and recommend a more efficient system for incorporating paratransit, adjunct school routes, and shared-ride taxi services, while observing the current mobility management system and providing recommendations.
- F. Public outreach
- G. Final report

DESCRIPTION OF SCOPE OF WORK

- A. Review FDLAT ridership trends
 1. Review previous survey instruments and suggest changes to incorporate into a new ridership survey for this TDP.
 2. Based on feedback and input from Consultant, FDLAT, the City of Fond du Lac, and East Central Wisconsin Regional Planning Commission (ECWRPC)² will conduct a demographic survey and the survey results will be shared with the Consultant.
 3. Review FDLAT's current hub-and-spoke fixed route system
 - a. Understand current route structure and ridership trends
 - b. FDLAT and ECWRPC will be responsible for conducting boarding and alighting counts; data will be shared with the Consultant
 4. Review Adjunct School service origin and destination data
 - a. Understand current service structure and ridership trends
 - b. Understand the effects of the Covid-19 pandemic on current and future ridership trends.
 5. Review Paratransit service origin and destination data

¹ <https://placemakinginstitute.wordpress.com/2010/02/16/centralize-or-decentralize-transit/>

² ECWRPC is a regionwide planning agency, which includes Fond du Lac County. Additionally, ECWRPC staffs the Fond du Lac Metropolitan Planning Organization.

- a. Understand current service structure and ridership trends
 6. Meetings with Steering Committee. Steering Committee members will be selected by the FDLAT with assistance from ECWRPC and the City of Fond du Lac. Ongoing communication and outreach to Steering Committee members and preparation of Steering Committee meeting materials will be the responsibility of the Consultant.
 7. **Meeting 1:** Review origin and destination data with FDLAT TDP Steering Committee/funding partners. (work with FDLAT to set meetings up)
- B. Identify Major Generators
1. Review ridership, Jobtrans and paratransit data to identify generators.
 2. **Meeting 2:** Review major generators with Steering Committee partners. (work with FDLAT to set up meetings)
- C. Recommend a more efficient system that incorporates the major generators and destinations identified in Task B.
1. **Meeting 3:** Workshop or Activity with FDLAT TDP Steering Committee partners to identify future route recommendations. (work with FDLAT to set up meetings)
 2. System structure (centralized versus decentralized)
 3. Days and hours of operation to be responsive to area employers, which should include examination of microtransit
 4. Fixed route recommendations
 5. Identify potential route corridors for express service
 6. **Meeting 4:** Review recommendations with FDLAT TDP Steering Committee partners (work with FDLAT to set up meetings)
- D. Develop funding implementation strategies for recommendations with participating municipalities/partners based on recommended system in Task C.
1. Evaluate current funding structure with local municipalities/partners, including but not limited to fares, local funds, 5304, 5310, 85.21, business sponsorships, special grants, etc.
 2. Recommend funding structure changes if necessary
 3. Propose funding implementation strategies
 4. **Meeting 5:** Review funding structure recommendations with FDLAT TDP Steering Committee. (work with FDLAT to set up meetings)
- E. Evaluate and recommend a more efficient system for incorporating paratransit, adjunct school routes, and shared-ride taxi services coordinated by a microtransit provider.
1. Develop recommendations regarding connections to fixed route and other transit services

F. Public outreach

1. Ensure current funding partners are included throughout the planning process
2. Work with FDLAT staff to coordinate stakeholder meeting(s) or workshop(s) to showcase potential system changes. Please see Task A (5) for Consultant responsibilities

G. Organize **five** in-person meetings with the FDLAT TDP Steering Committee/funding partners (as outlined in above sections)

H. Final Report

1. The scope of services identifies the objectives, tasks, and recommendations that the Consultant should develop and areas of concern that should be addressed in a final report. It is expected that the final report will provide all necessary details to provide adequate direction to FDLAT, the City of Fond du Lac, and ECWRPC.

PROPOSER SOLUTIONS FOR CONTRACT REQUIREMENTS

*Interviews to be conducted as necessary to fully assess contractors/subcontractors

A. Approach (30 possible points)

Indicate how you would approach and implement this project based on the elements included in the “Description of Scope of Work” section.

B. Timeline/Work Plan (20 possible points)

Provide an overall project timeline that specifies milestones for all tasks and key sub-tasks. The project shall be undertaken between March 1, 2022 and September 30, 2022. The project timeline can be modified and upon mutual approval between the selected consultant and the contracting authority.

C. Organization’s Capabilities (15 possible points)

Describe your firm’s experience and capabilities with Transit Development Plans and any specific studies conducted on transit system structures development.

D. Staff Qualifications (10 possible points)

Identify key staff in your company who will be assigned to fulfill the contract requirements. Provide details regarding who will be the contract manager(s), etc. Provide resumes describing the educational and work experiences for each of the key staff who would be assigned to the project. Provide details regarding subcontracts, if any, that would be used and what services they would perform. Please note if you are a certified Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or a Women’s Business Enterprise (WBE).

E. References (5 possible points)

Provide three (3) references of individuals/agencies with contact information (i.e. phone numbers and e-mail) who can attest to your firm's ability to undertake and complete this project.

F. Innovative Approaches/Ideas (10 possible points)

Describe innovative approaches your firm would take in working on this project or additional items that would complement the approaches outlined. Innovative approaches need to fall within the cost proposal.

G. Budget (10 possible points)

FDLAT, the City of Fond du Lac, and ECWRPC staff will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$\frac{\text{Lowest Proposed Cost (constant)}}{\text{Other Proposer's Costs}} \times \text{Maximum evaluation points given to cost} = \text{Score (varies according to proposal being scored)}$

EVALUATION AND SCORING OF PROPOSALS

Accepted proposals will be reviewed by a review team made up of ECWRPC staff and City of Fond du Lac/Fond du Lac Area Transit staff. The proposals will be scored using the following criteria:

Approach	30 pts.
Timeline/Work Plan	20 pts.
Organization Capabilities	15 pts.
Staff Qualifications	10 pts.
References	5 pts.
Innovative Approaches/Ideas	10 pts.
Budget	10 pts.
Total Points	100 pts.

ESTIMATED SCHEDULE OF EVENTS

RFP Released:	January 5, 2022
RFP Questions Due	January 14, 2022; 2pm CST
Responses to RFP Questions	January 17, 2022; 2pm CST
Proposal Due Date:	January 26, 2022; 2pm CST
Period for Evaluation & Selection:	Weeks of January 31 and February 7, 2022
Interviews, as needed	Week of February 14, 2022
Contract Negotiations:	Week of February 21, 2022
Approval of Contract	March 1, 2022
Contractor Start Date	March 1, 2022
Project Completion	September 30, 2022

BASIS OF AWARD

Consultant will be determined on a quality-based selection process.

SUBMISSION OF PROPOSALS

A. General Instructions

The evaluation and selection of a contractor will be based on the information submitted in the proposal plus references and any required interviews/presentations or demonstrations. Proposers should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a proposal. Elaborate proposals (e.g. expensive artwork), beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

B. Incurring Costs

Neither FDLAT nor the City of Fond du Lac is liable for any costs incurred by parties replying to this RFP.

C. Electronic Submission - Cost Proposals

Provide cost information based on description of work in Item in the "Description of Scope of Work" section. The cost proposal should break out individual dollar amounts for the:

- A. Review of FDLAT ridership trends (origin and destinations)
- B. Identification of major generators
- C. Recommend a more efficient system that incorporates the major generators and destinations identified in Task B

- D. Develop funding implementation strategies for recommendations with participating municipalities/partners based on recommended system in Task C
- E. Evaluate and recommend a more efficient system for incorporating paratransit, adjunct school routes, and shared-ride taxi services coordinated by a microtransit provider.
- F. Public outreach
- G. Final report

All costs, as requested, for furnishing the product(s) and/or services must be included in this proposal. No mention of the cost proposal may be made in the response to the general, technical, performance, or support requirements of the RFP.

The proposed budget will be scored separately from the other criteria as described above. The proposed budget will be 10% of the overall score and to be reviewed by the selection committee. ***The cost proposal must be submitted as a separate attachment, labeled “Fee Structure—Do Not Open” within the electronic proposal package.*** All prices must be quoted in U.S. Dollars.

Applicants must submit proposals electronically in a .pdf version (including a separate cost proposal, which must be sent as a separate attachment and clearly labeled as “Fee Structure—Do Not Open”) no later than ***2:00pm CST on Wednesday, January 26, 2022.*** Email a digital copy of proposal to Tricia Davi, City of Fond du Lac at tdavi@fdl.wi.gov.

The words “Fond du Lac Area Transit System Review” should be clearly typed in the subject line of the e-mail.

SOLICITATION EXAMINATION

Vendors are responsible for examining all solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder/offeror. Should the vendor find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the vendor shall promptly notify the procurement officer in writing. The bidder/offeror making such request will be solely responsible for its timely receipt by the authorized procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation that must be acknowledged by all bidders/offerors when submitting their bids/offers (Block 13 of the Solicitation, Offer, and Award format).

ACCEPTANCE/REJECTION OF PROPOSALS

By submitting a proposal, the proposer agrees that all or portions of the proposal's contents may become part of a contract, if accepted, and FDLAT/City of Fond du Lac will reject any proposal submitted by a proposer who does not accept this condition.

FDLAT and the City of Fond du Lac reserve the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Agency.

CONTACT PERSON

Questions regarding this RFP should be directed to:
Matt Halada, Principal Transportation Planner
East Central Wisconsin Regional Planning Commission
mhalada@ecwrpc.org
920.751.4770

Questions, including requests for supporting documents and materials to assist in developing the proposal, should be submitted in writing no later than 2pm CST on Friday, January 14, 2022 and responses will be provided by 2pm on Monday, January 17, 2022 on the VendorNet website. It is the sole responsibility of bidders to check VendorNet for the responses to questions asked during this RFP process.

PROPRIETARY INFORMATION

Proposals will be treated as proprietary and confidential from the time of the receipt and throughout the review process; however, the Proposer shall understand that all submitted proposals become the property of the City of Fond du Lac and FDLAT, and information included therein or attached thereto shall become public record pursuant to Wisconsin State Statute after recommendation for endorsement of contract is made. Any specific portions of the proposals which the submitting firm desires to remain confidential due to legitimate "proprietary information" or "trade secret" must be identified in Appendix A. In the event that the City of Fond du Lac judges the information to be non-confidential, the Proposer will be notified and given the opportunity to change the designation or withdraw the proposal prior to evaluation.

CONTRACT NEGOTIATIONS

The City of Fond du Lac reserves the right to negotiate the award and conditions of the proposal prior to entering into a written agreement.

CITY PROCUREMENT POLICIES

See section 65-7 of the City of Fond du Lac's Municipal Code for Purchasing ordinance.

PROPOSAL TERMS AND CONDITIONS

A. RFP Document

Information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the FDLAT and the City of Fond du Lac's knowledge, the information provided is accurate. However, FDLAT and the City of Fond du Lac do not warrant such accuracy and any errors or omissions subsequently determined will not be construed as a basis for invalidating this RFP.

B. Ownership of Records

FDLAT and the City of Fond du Lac will retain ownership of all interim and final documents and related materials that are either produced or developed in conjunction with the Consultant's contract. The Consultant is prohibited from copying or distributing any of these documents or other reports developed in conjunction with the FDLAT without written permission from FDLAT and the City of Fond du Lac.

C. Acceptance of Proposal Content and Public Information

Proposals will be treated as proprietary and confidential from the time of the receipt and throughout the review process; however, the Proposer shall understand that all submitted proposals become the property of the City of Fond du Lac and FDLAT, and information included therein or attached thereto shall become public record pursuant to Wisconsin State Statute after recommendation for endorsement of contract is made. Any specific portions of the proposals which the submitting firm desires to remain confidential due to legitimate "proprietary information" or "trade secret" must be identified in Attachment A. In the event that the City judges the information to be non-confidential, the Proposer will be notified and given the opportunity to change the designation or withdraw the proposal prior to evaluation.

D. Proprietary Information

All restrictions on the use of the data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form (Attachment A). Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by the law, it is the intention of the City of Fond du Lac to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City of Fond du Lac. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

E. Personnel and Subcontractors

1. FDLAT must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from FDLAT. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to FDLAT for its consent prior to approval of a candidate.
2. The CONSULTANT agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

It is intended that a single contractor will have total responsibility for all services identified in this RFP. Therefore, any Proposer desiring to use a sub-contractor(s) must identify each on a document supplied as an attachment to the Proposal and titled attachment "Sub-contractors" and should include:

- their company's name,
- the company's principal owner(s),
- description of their involvement in the project, and
- qualifications for each aspect of the Transit Development Plan that they will be involved with.

The subcontractor(s) cannot be changed after submission of the Proposal without the written approval of FDLAT. The Consultant is responsible for all actions, workmanship, performance, and payment for their subcontractor(s). A contract between the Consultant and the subcontractor must be signed within 14 business days of Consultant's signed contract with FDLAT. FDLAT and the City of Fond du Lac reserve the rights to a copy of the signed contract between the Consultant and the sub-contractors. FDLAT and the City of Fond du Lac reserve the right to terminate the terms of its contract in the event of Consultant's failure to establish a signed contract between the Consultant and subcontractor within 14 business days.

F. RFP Proposal Costs

FDLAT nor the City of Fond du Lac are not liable for any costs or expenses incurred by any Proposer in the preparation of the Proposal, attendance at any conference, or meeting related to this RFP. FDLAT and the City of Fond du Lac are not liable for payment of any amount to the selected proposer until the Contract has been awarded and executed by the City of Fond du Lac and the Contractor has performed services pursuant to the Contract that entitle the Contractor to receive payment under the terms of the Contract.

G. Acceptance of Proposal Content

By submitting a proposal, the proposer agrees that all or portions of the proposal's contents may become part of a contract, if accepted, and FDLAT and the City of Fond

du Lac will reject any proposal submitted by a proposer who does not accept this condition.

H. Rejection of Proposals

FDLAT and the City of Fond du Lac reserve the right to waive any informality, and/or to reject, at any time and for any reason, any and all Proposals received as a result of this RFP. The City of Fond du Lac's intent is to enter into a Contract as a result of this RFP. However, if, after reviewing the Proposals received, the City of Fond du Lac determines that the City of Fond du Lac should not enter into any contract, or to enter into a partial or different contract from the Contract contemplated by this RFP, the City of Fond du Lac will act in accordance with what the City of Fond du Lac determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in this decision by the City of Fond du Lac and, by submitting a Proposal, acknowledges the City of Fond du Lac's right to exercise its discretion in this regard without any right of recourse by the Proposer.

I. Insurance and Hold Harmless

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this heading, nor shall any Contractor allow a subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor. Certificates of insurance on all policies specified shall be filed prior to commencement of work. All insurance premiums shall be the obligation of and shall be paid by the Contractor.

Insurance requirements under this heading and during the term of the Contract shall provide protection for the City (including FDLAT), the Contractor and any subcontractor performing work covered by this project from claims for damages for personal injury, including accidental death, as well as claims for property damages, which may arise from operations under this project, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts such insurance shall be:

- A. Commercial General Liability coverage together with excess or umbrella liability policies including coverage for Products Liability, Completed Operations, Contractual Liability and XCU coverage with the following minimum limits:
 - a. Each Occurrence limit \$2,000,000
 - b. General aggregate limit
(other than Products-Completed Operations) \$2,000,000 per project
 - c. Products – Completed Operations aggregate \$2,000,000 per project
 - d. Personal and Advertising Injury \$2,000,000

- B. Automobile Liability coverage together with excess or umbrella liability policies with minimum limits of \$2,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.

- C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying excess or umbrella liability insurance requirements.

Acceptability of Insurers. Insurance shall be placed with insurers who have a Best's Insurance Reports 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.

The municipality, the municipality's elected or appointed officials, and employees shall be named as additional insureds on Commercial General and Umbrella Liability policies.

J. Contract Negotiations

The City of Fond du Lac reserves the right to negotiate the award and conditions of the proposal prior to entering into a written agreement.

K. Prior Written Approval

The purpose of this project is to work with FDLAT to update Fond du Lac Area Transit's Transit Development Plan. Any changes in the project/program described in the application to include those identified below require prior written approval from FDLAT and the City of Fond du Lac in the form of an amendment request:

1. Changes in the specific activities described in the application
2. Changes in key personnel as specified in the application and/or this agreement
3. Changes in the scope of work contained in any solicitation and/or request for proposals
4. Need for additional Federal funds
5. Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items
6. Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this Program agreement
7. Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000
8. Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs

L. Separate Bank/Fund Accounts

The CONSULTANT is not required to establish a separate bank account but may do so. The CONSULTANT, however, must maintain accounting records to

adequately identify the source and application of Program funds.

M. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of Program activities shall be consistent with those normally allowed in like circumstances in Federally sponsored activities of the CONSULTANT. CONSULTANTS may follow their own established rate but any travel allowance policies in excess of the City's limits must receive prior approval.

CONTRACT CLAUSES

A. Force Majeure

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

B. Payment Terms

Payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. The Issuing Agency is allowed 30 days to pay such invoices.

C. Reference to Contract

The contract or purchase order number MUST appear on all invoices in order for the invoice to be considered a properly executed invoice. The contract number must also be identified on all packing lists, packages, and correspondence pertaining to the contract.

D. Shipping

Supplies shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

E. Assignment, Transfer and Subcontracting

The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Issuing Agency.

F. Conformance with Contract

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract will be granted without prior written consent of the authorized individual in the Issuing Agency. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

G. Termination of Contract

Unless otherwise stated, the Issuing Agency may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract. The Agency may also terminate this contract if funds are not appropriated or otherwise made available to support the Agency's continuation of performance of this contract in a subsequent fiscal period.

H. Protests After Contract Award

- Upon receiving a notice of protest or determining that a protest is likely, the Issuing (Procuring) Agency may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a Stop-Work Order issued under this clause. Upon receiving the Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of work stoppage. Upon receipt of the final decision in the protest, the Procuring Agency may either cancel the Stop-Work Order or terminate the work covered by the Order as provided in the contract's Default or Termination for Convenience provisions.
- If a Stop-Work Order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Procuring Agency shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if:
 - The Stop-Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided that if the Procuring Agency decides the facts justify the action, the Procuring Agency may receive and act upon a proposal at any time before final payment under this contract.
- If a Stop-Work Order is not canceled and the work covered by the Order is terminated for convenience, the Procuring Agency shall allow reasonable costs resulting from the Order in arriving at the termination settlement.
- If a Stop-Work Order is not canceled and the work covered by the Order is terminated for default, the Procuring Agency shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the Order.
- The Procuring Agency's rights to terminate this contract at any time are not affected by action taken under this clause.

I. End of Contract Transition (Services)

This clause is effective if the contract provides for the provisioning of services. In the face of an impending contract expiration or termination and in recognizing that unforeseen circumstances may arise in the placement of a successor contract, as well as the importance of providing continued services with minimal interruption in services, the Contractor agrees to:

- Fully cooperate in ensuring an orderly transition of services during the transition to a successor contractor.
- Extend the contract period on a month-to-month basis at the then current contract prices for a period not to exceed 90 days in order to allow the Agency sufficient time to place a successor contract. Such extension shall only be executed by the authorized individual with prior approval from WisDOT and shall be evidenced by a bilateral (signed by both parties) contract modification for each 30-day extension, not to exceed a total of 90 days.
- Within 90 days prior to final contract expiration or termination, provide the Agency with a complete and accurate inventory, including an asset condition report, of any assets leased from the Agency which will be returned to the Agency or may subsequently be leased by any successor contractor.

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

A. Debarment

The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the City of Fond du Lac.

B. Registration and Licenses

The contractor certifies, by submitting this bid or proposal that it is properly registered and licensed to conduct business within the State of Wisconsin and the local jurisdiction in which this solicitation is issued and any resultant contract awarded. The contractor certifies that it will maintain any such certification and licensing requirement for the duration of any resultant contract. In addition, if the solicitation and contract requires the use of appropriately certified and/or licensed employees in the execution of the contract, (e.g., skilled trades such as electricians, etc.), the contractor certifies that it will ensure that such employees are and will remain properly registered and/or licensed for the term on any resultant contract.

APPENDIX MATERIALS

Appendix A: Designation of Confidential and Proprietary Information

All restrictions on the use of the data contained within a proposal and all confidential information must be clearly stated on the attached "Designation of Confidential and Proprietary Information" form (Attachment A). Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s).

To the extent permitted by the law, it is the intention of the City to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

Appendices

APPENDIX A: Designation of Confidential and Proprietary Information

____ This firm is NOT designating any information as proprietary and confidential under Sect 19.36(5) of Wisconsin State Statute or under the Wisconsin Open Records law.

____ This firm IS designating the below information as propriety and confidential under Sect 19.36(5) of Wisconsin State Statute or under the Wisconsin Open Records law. *(If checked, please complete all portions below.)*

The attached material submitted in response to this Proposal includes propriety and confidential information which qualifies as a trade secret, as provided in Sect 19.36(5), Wisconsin State Statutes, or is otherwise material that can be kept confidential under the Wisconsin Open Records law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when proposals are opened; therefore, they cannot be designated as confidential.

Attach additional sheets if necessary.

Section	Page Number	Topic

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in Sect. 134(90)(1)(c) Wis. State Statutes as: “information, including 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.

In the event the Designation of Confidential of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the Designation of Confidentiality.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination or copying. The City of Fond du Lac considers other marking of confidential in the proposal document to be insufficient. The undersigned agrees to hold the City of Fond du Lac harmless for any damages arising out of the release of any material unless they are specifically identified above.

Signature

Date

Name (type or print)