



OFFICIAL NOTICE & AGENDA
REGULAR MEETING

MEETING: Transit Commission
DATE/TIME: Thursday, February 19, 2026 at 4:45 PM
LOCATION: Wausau City Hall — Council Chambers
407 Grant Street, Wausau WI, 54403

MEMBERS:
Becky McElhaney (C) Kathi Zoern
Carol Lukens Veronica Hope

- 1 Call to order by the presiding officer.**
- 2 Public comment on agenda items and reading of the City of Wausau Public Comment Statement.**
- 3 Discussion and possible action.**
 - a. RFP Feasibility Study Award**

We have worked with the MPO and WisDot to complete the RFP for the Feasibility Study. After evaluating 9 proposals, grading them according to FTA and WisDot policy we are ready to move forward signing a contract with Kueny Architects LLC. We are looking for permission to sign a contract with Kueny Architects LLC.
 - b. VW Grant for 2 New 40-foot Gillig Buses**

Applying for the VW settlement grant from the State of Wisconsin. We currently have 2-2008 40-Foot Gillig buses we use for Express routes and they are well past their useful life We are looking for permission to apply for the Grant to replace these 2 buses.

Link to website with information on the VW Grant.
<https://doa.wi.gov/Pages/vwsettlementwisconsin.aspx>
 - c. RFP CAD/AVL Technology Upgrade Update**

We have worked with SRF to complete the RFP for CAD/AVL. After evaluating 5 proposals grading them according to FTA and WisDot policy, we are ready to move forward by signing a contract with GMV. We are working with the city attorney to complete the contract. We are looking for permission to sign a contract with GMV.
- 4 Director's Reports.**
 - a. Transit Director Update**
 - b. Northern Valley Industries Update**
- 5 Adjournment.**

Becky McElhaney, Chair

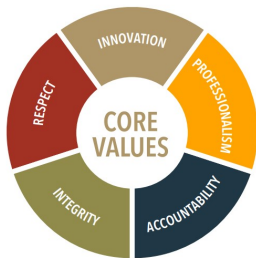
**NOTICE POSTED AT CITY HALL (407 GRANT STREET) AND
TRANSMITTED TO THE OFFICIALLY DESIGNATED NEWSPAPER**

DATE: 02/13/2026
TIME: 3:45pm
POSTED BY: Kaitlyn Bernarde



This meeting can be viewed on YouTube and Channel 981 on Cable TV

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@wausauwi.gov to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.



City of Wausau
(715) 261-6500 | clerk@wausauwi.gov
wausauwi.gov



City of Wausau
CONTRACT FOR SERVICES
(Design Professionals)

1. PARTIES.

This is a Contract for Services ("Contract") between the City of Wausau, Wisconsin, a municipal corporation ("City") and KUENY ARCHITECTS LLC ("Contractor").

The Contractor is a: Corporation Limited Liability Company General Partnership
 Sole Proprietor Other: _____

2. PROJECT DESCRIPTION.

The City of Wausau and The Wausau Area Transit System (WATS), d.b.a. Metro Ride, need to complete a site condition assessment and feasibility study to assess whether the existing transit garage at 420 Plumer Street can support future needs of Metro Ride and be modernized to support a battery-electric fleet. The current facility serves 25 full-sized buses, 5 paratransit buses, and space for all Metro Ride office and administrative staff. Modernization of the existing facility needs to be analyzed for cost against investment in constructing a new facility. The project consists of an analysis of the existing facility, a survey of alternate sites and consideration of environmental and other practical factors, such as the availability of electrical infrastructure at each location. The outcomes anticipated from the project will include an analysis of the current facility and whether it can support fleet expansion and modernization to battery electric charging infrastructure, as well as a comparison of the costs/benefits of retrofitting the existing facility versus constructing a new one. This feasibility study and its associated reports will be used to guide future engineering work based on whether the City of Wausau chooses facility modification or designing a new facility. Additionally, this project will include the identification and analysis of potential sites for a new bus maintenance facility. Metro Ride staff, with support from the Wausau MPO, will be administering the project and will be the local point of contact for the consultant, as well as establishing all meeting times and dates needed. Consultant participation may be necessary at Transit Commission meetings, only as related to key work efforts or presentations. The Transit Commission meets regularly on the third Thursday of the month.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.

Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s) which are attached to and incorporated herein as part of this Contract:

See Attachments Appendix B – Kueny Architects LLC RFP Submittal and Appendix C – RFP Facility Condition Assessment & Feasibility Study for the Wausau Area Transit System Wausau, Wisconsin

[List all attachments here by name, attach and label them accordingly].

Appendix A – Price Sheet

Appendix B – Kueny Architects LLC RFP Submittal

Appendix C – RFP Facility Condition Assessment & Feasibility Study for the Wausau Area Transit System Wausau, Wisconsin

(Collectively referred to as "Attachments").

Order of Precedence. In the event of a conflict between the terms of this Contract and the terms of any document attached or incorporated herein, the terms of this Contract shall control and supersede any such conflicting term.

4. TERM AND EFFECTIVE DATE.

This Contract shall become effective upon execution by the Mayor on behalf of the City, unless another effective date is specified in the Attachments in Section 3. In no case shall work commence before execution by the City.

The term of this contract shall be: **February 24th, 2026 – December 31st, 2026**

5. ENTIRE AGREEMENT.

This Contract, including any and all Attachments referenced in Section 3, constitutes the entire agreement of the parties and supersedes any and all oral contracts and negotiations between the parties.

6. COMPENSATION.

In no event will the total compensation under this Contract exceed: \$47,200 based on Appendix A – Price Sheet.

7. PAYMENT.

- (a) The City will pay the Contractor for the completed and accepted services rendered under this Contract at the price set forth in Section 6 and according to the schedule as set forth in the Attachments. Payment shall be full compensation for services rendered and for all labor, material supplies, equipment and incidentals necessary to complete the services.
- (b) The Contractor shall submit invoices to the City on a monthly basis. Invoices shall be due and payable within thirty (30) days from receipt of the invoice, except for any amounts disputed by City in good faith.
- (c) Payment for services shall not be construed as City acceptance of unsatisfactory or defective services or improper materials. Contractor will not be compensated for unsatisfactory performance.
- (d) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under this Contract and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Contract.
- (e) The City has the equitable right to set off against any sum due and payable to the Contractor under this Contract, any amount the City determines the Contractor owes the City, whether arising under this Contract or any other Contract.
- (f) Compensation in excess of the total Contract price, or for extra services will not be allowed unless authorized by an amendment under Section 16.

8. PROSECUTION AND PROGRESS.

- (a) Services under this Contract shall commence upon written order from the City to the Contractor. This order will constitute authorization to proceed.
- (b) Contractor shall complete the services under this Contract within the time for completion specified in the Scope of Services, including any amendments. The time for completion shall not be extended because of any delay attributable to the Contractor, but may be extended by the City in the event of a delay attributable to the City or in the event of unavoidable delay as set forth in Section 17.
- (c) Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 7 of this Contract.
- (d) Contractor shall notify the City in writing when the Contractor has determined that the services under this Contract have been completed. When the City determines that the services are complete and are acceptable, it will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. CHANGE ORDERS.

City may at any time, by written instructions and/or drawings issued to Contractor ("Change Order"), order changes to the services set forth in Section 3. Contractor shall within ten (10) days of receipt of a Change Order submit to City a firm cost proposal for the Change Order. If City accepts such cost proposal, Contractor shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Contract. Contractor acknowledges that a Change Order may or may not entitle Contractor to an adjustment in the Contractor's compensation or the performance deadlines under this Contract. Change Orders shall not increase the total compensation set forth in Section 6 unless the Contract is amended as provided in Section 16.

10. COMPLIANCE.

All work performed under this Contract shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. Contractor shall secure, pay for, and shall maintain during the term of the Contract any and all federal state and local licenses and permits required in order to perform the required services or deliver the required supplies under this Contract. Contractor shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of Contractor, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services under this Contract.

11. DEFAULT/TERMINATION.

- (a) This Contract may be terminated by either party as a result of a default or other failure in performance by the other party under the terms of this Contract which continues unremedied for a period of ten (10) days after written notice to such party in default. In the event of default by the Contractor, it shall not be entitled to compensation for work or services unsatisfactorily or improperly performed.
- (b) Notwithstanding subparagraph (a) above, the City may, in its sole discretion and without any reason, terminate this Contract at any time by furnishing the Contractor with ten (10) days written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.
- (c) The rights and remedies under this section shall be in addition to those otherwise allowed by law or in equity and shall be cumulative and deemed not inconsistent with each other.

12. INDEMNIFICATION.

Contractor shall defend, indemnify and hold harmless the City of Wausau, its employees, agents, officers, volunteers, elected and appointed officials, from and against any and all liabilities, losses, judgments, actions, legal or administrative proceedings, suits, obligations, debts, demands, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, of any kind or of any nature whatsoever which may be imposed, incurred, sustained, or asserted against the City of Wausau, its employees, agents, officers, volunteers, and/or elected or appointed officials by reason of any bodily injury or death to any person, or on account of any loss, damage, or destruction of any property or loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or any subcontractor's acts, errors, omissions or negligence in the performance of this Contract.

13. INSURANCE.

The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

14. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (collectively referred to as "Documents") which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract without the prior written permission of the City in its sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made for Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made for Hire as defined by Title 17, United States Code, Section 101.

15. CONTRACTOR AUTHORITY.

Contractor is an independent contractor and not an employee of the City. The Contractor is engaged by virtue of the Contract to perform only those services contained herein. Contractor is not authorized to contract on behalf of, to incur any liability, or make any representation on the part of, or on behalf of, the City.

16. AMENDMENT.

This Contract shall be binding on the parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent who executed this Contract.

17. FORCE MAJEURE.

In the event either party is rendered unable, in whole or in part, to perform its duties or obligations hereunder as a result of acts of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control, it shall notify the other party of such event in writing and the obligations of such party may be suspended during the continuation of any inability to perform so caused by such event.

18. AUTHORITY.

The parties represent and warrant that they have obtained all authorizations and approvals necessary to enter into this Contract and that the undersigned individual(s) acting on behalf of each party have been duly authorized to execute this Contract on behalf of the respective party.

19. ASSIGNABILITY/SUBCONTRACTING.

Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

20. NO WAIVER.

The failure of either party to enforce any of the provisions of this Contract in whole or in part shall not be construed as a waiver of such provision or the right of the party thereafter to enforce each and every such provision.

21. NONDISCRIMINATION.

During the term of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex (including pregnancy, sexual orientation, or gender identity), physical condition, disability, sexual orientation (defined in s. 111.32(13m), Wis. Stats.) or national origin, arrest record or conviction record. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of age, race, religion, color, disability, sex (including pregnancy, sexual orientation, or gender identity), or national origin.

22. COUNTERPARTS.

This Contract may be executed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as an original. Copies of this Contract, fully executed, shall be as valid as an original.

23. PUBLIC RECORDS LAW.

Contractor shall assist City in complying with any public record request in connection with this Contract submitted to City pursuant to the Wisconsin Public Records Law, Wis. Stat. §§19.31 – 19.39.

24. ASSIGNMENTS.

Neither party may assign this Contract, or any of the services provided hereunder, without the express written approval of the other party. The approval of the City may be manifested only by a resolution adopted by a majority of the Common Council. All of the services required hereunder will be performed by Contractor and employees of Contractor.

25. TIME IS OF THE ESSENCE.

Time of performance under this Contract is of the essence.

26. NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

CITY: _____
(Department Head)

City of Wausau

407 Grant Street

Wausau, WI 54403

CONTRACTOR: _____

27. CHOICE OF LAW.

This Contract shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

28. SEVERABILITY.

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date first above written.

CONTRACTOR:

(Name of Contracting Entity)

By: _____
(Signature)

(Name and Title of Person Signing)

Date: _____

CITY OF WAUSAU

BY _____
Doug Diny, Mayor

Attest:

_____, Clerk

Date: _____

REQUEST FOR PROPOSAL COVER SHEET FACILITY CONDITION ASSESSMENT & FEASIBILITY STUDY FOR THE WAUSAU AREA TRANSIT SYSTEM WAUSAU, WISCONSIN

| | |
|--|---------------------|
| SOLICITATION NUMBER (must be included on all proposal documents that are submitted) | WFS2026 |
| THIS SOLICITATION CLOSES ON | 1/5/2026 at 4 PM CT |

Proposals must be submitted by this date and time. Late PROPOSALS or offers will not be accepted.

| | |
|---|--|
| SUBMIT PROPOSALS/OFFERS TO | Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov |
| FOR INFORMATION ON THIS PROCUREMENT, CONTACT | Ron Schuenke, Transit Director, 715-261-6565 or Ronald.Schuenke@wausauwi.gov |
| ITEMS OR SERVICES TO BE PURCHASED | The City of Wausau and The Wausau Area Transit System (WATS), d.b.a. Metro Ride, are requesting proposals to complete a site condition assessment and feasibility study to assess whether the existing transit garage at 420 Plumer Street can support future needs of Metro Ride and be modernized to support a battery-electric fleet. The current facility serves 25 full sized buses, 5 paratransit buses, and space for all Metro Ride office and administrative staff. Modernization of the existing facility needs to be analyzed for cost against investment in constructing a new facility. The project consists of an analysis of the existing facility, a survey of alternate sites and consideration of environmental and other practical factors, such as the availability of electrical infrastructure at each location. |

SIGNIFICANT EVENTS/DATES

| | |
|-------------------|-----------|
| ISSUE DATE | 12/2/2025 |
|-------------------|-----------|

| | |
|--|-----------------------|
| LAST DAY TO SUBMIT QUESTIONS | 12/19/2025 at 4 PM CT |
| PROPOSAL CLOSING DATE | 1/5/2026 at 4 PM CT |
| ESTIMATED EVALUATIONS BEGIN | 1/6/2026 |
| ESTIMATED EVALUATIONS COMPLETED | 1/14/2026 |
| ESTIMATED CONTRACT AWARD DATE | 1/15/2026 |
| ESTIMATED CONTRACT START DATE | 2/1/2026 |

There will not be a public opening for this RFP

REQUEST FOR PROPOSALS

Services

Issued By City of Wausau (Metro Ride)

Date Issued 12/2/2025

**Proposals must be submitted no later 1/5/2026 at 4 PM CT
than**

-
- Late PROPOSALS will be rejected. PROPOSALS MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the Proposal is due.
 - PROPOSALS dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the purchasing office.
 - Any Proposal which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. PROPOSALS must be submitted separately, i.e., not included with sample packages or other PROPOSALS.
 - Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract.
 - Proposer should contact the person named below for an appointment to view the Proposal record. PROPOSALS shall be firm for acceptance for sixty (60) days from date of Proposal opening, unless otherwise noted.
 - The attached terms and conditions apply to any subsequent award.
 - There will be no public proposal openings

SUBMITTING THE PROPOSAL

Offerors must submit proposals via one of the following method(s):

One electronic copy delivered through email

Ronald.Schuenke@wausauwi.gov

The submittal must include all required documentation organized and named as detailed in this RFP.

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- Appendix A - Pricing Proposal (Excel)**
- Appendix B - Proposal Signature Page**
- Appendix C – Affidavid of Non-Collusion**
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- Appendix F – Designation of Confidential and Proprietary Information**
- Appendix G – Standard Terms & Conditions (DOA-3054 (R08/2016))**
- Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))**
- Appendix I - Federal Clauses for Federal Contracts (Separate Document)**

Appendix K – Insurance
Appendix L – Record Keeping

DEFINITIONS

For the purposes of this Request for Proposal and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated.

| | |
|---|--|
| Acceptance Period | The number of calendar days available to the Issuing Agency for awarding a contract from the date specified in this solicitation for receipt of PROPOSALS. |
| Agency | City of Wausau (Metro Ride) |
| Proposer | The entity submitting a Proposal in response to this RFP. |
| Contract Administrator | The Agency employee responsible for oversight of the implementation, administration, and completion of the Contract. |
| Contract Manager | The employee of an Agency responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination. |
| Contract | The final version of any contractually binding agreement between the State and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference. |
| Contractor | The person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to, the Procuring Agency. |
| Disadvantage Business Enterprise (DBE) | DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. |
| Mandatory | A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the Procuring Agency. The terms "must," "shall," and "will" are considered mandatory. |

| | |
|----------------------------|--|
| May | Indicates something that is not mandatory but permissible. |
| Procurement Manager | The person responsible for managing this procurement process. |
| Responsible | A Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP. |
| Responsive | A proposal that conforms in all material respects to the requirements set forth in the RFP. |
| RFP | This Request for Proposal. |
| State Holidays | January 1, Martin Luther King Jr. birthday, Memorial Day, July 4, Labor Day, Thanksgiving Day, December 24, December 25, and December 31 |
| Supplier: | A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor. |
| Vendor: | A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Proposer or Proposer. |

1.0 GENERAL INFORMATION

1.1 General Description

The City of Wausau (Metro Ride) is seeking Proposals from qualified contractors to provide a facility condition assessment & feasibility study for the wausau area transit system.

The PROCURING AGENCY intends to use the results of this solicitation to award a contract to a Proposer for the aforementioned services.

The PROCURING AGENCY makes no express or implied warranties whatsoever that any particular quantity or dollar amount of Services will be procured. The PROCURING AGENCY reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award.

1.2 Contract Term

One (1) contract will be awarded. The Contract which will cover the period February 1, 2026 through December 31, 2026 (**11-Month Base Contract**). The contract will contain **no optional renewals**.

Supplier must not invoice agency for any costs accrued prior to this contract start date.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the Agency.

1.3 Number of Contracts

It is the intention of the agency to award **One contract** for the **services** required in this solicitation.

1.4 Procurement Manager

All communication and/or questions on all matters regarding this Proposal must be made in writing and refer to Request for Proposal number **WFS2026** and be directed to the agency Procurement Manager: **Ron Schuenke**. ronald.schuenke@wausauwi.gov

Any contact or communication with any employee or officer concerning this RFP except the Procurement Manager is strictly prohibited from the date this RFP is released until the date the notice of intent to award is issued. The Procurement Manager may authorize in writing contact

or communication with another State employee or officer as circumstances dictate. Vendors who hold a current Contract may continue to communicate with the appropriate Contract Administrator regarding the performance of that current Contract.

1.5 Federal Participation

This procurement is subsidized with state and federal transit operating funds. Federal grant monies (\$100,000) fund this contract, in whole or in part (Section 5304). **Applicable Federal clauses are set forth in Appendix I of the solicitation.**

1.6 Contractor Selection

The Municipality reserves the right to award a contract to a Vendor without clarifications, discussions, or negotiations following an evaluation of which Vendor is determined to be the highest scoring (technical factors and price considered) based on the factors discussed below. As such, Vendors should always submit their best technical and price proposal from the onset.

1. *Professional Competence* - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements.
2. *Capacity* - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work.
3. *Experience* - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.
4. *Price* - The competitiveness of the Vendor's prices.

1.7 Contract Term Price Options

Proposers must price **1** base contract prices at the time of proposal submission in order to be considered for award. The price sheet submitted by the successful Proposer will be incorporated in the resultant contract as the contract's Pricing Schedule.

This is a firm-fixed price contract for a base period of **11 Months with no option periods**. Proposers are required to submit a firm-fixed price for the contract base period (first one contract year) that covers all operating and administrative costs of performing the service.

The competitiveness of the offered prices will be based on the total price of the sum of Section A.

1.8 Contract Modifications

The resulting Contract must only be used to purchase services within the scope and intent of the original Request for Proposal. Any modifications made to the resulting Contract must fall within the scope of the Proposal.

All modifications must be made in writing and signed by both parties.

1.9 Completeness and Validity of Offers

Vendors must complete and submit all required forms with their Proposals. This includes the "Affidavit of Non-Collusion" which Vendors must submit with their pricing proposal.

Vendors must acknowledge receipt of any solicitation amendments. Offers must remain valid for a minimum of 90 days after Proposals are submitted.

1.10 Correspondence Related to the Solicitation

Questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies noted in this solicitation must be submitted by e-mail to the identified Procurement Administrator prior to the specified solicitation closing date.

Any changes in the solicitation (including specification) will be made by amendment issued to all Vendors.

1.11 Reasonable Accommodations

City of Wausau (Metro Ride) can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a Vendor needs accommodations at the outset of this solicitation process, please contact the Procurement Manager.

1.12 Wisconsin Public Records Law

WisDOT and all records it retains are subject to Wisconsin Public Records law, sec. 19.31, et seq, Wis. Stats. WisDOT will advise proposer request for records it has designated as

proprietary or confidential. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year.

1.13 Federal Public Records Law

The Supplier must maintain the following records which will be available to the Wisconsin Department of Transportation for inspection upon demand. All records, whether handwritten or electronic, must be accurate, organized, and legible. All records shall be retained in a safe and secure place for a period of four (4) years after the end of the final contract year and the grant has been closed.

1.14 Order of Precedence

In the event of contract award, the contents of this RFP (including all attachments), RFP addenda and revisions, the bid response from the successful bidder, and additional terms agreed to, in writing, by WisDOT and Contractor shall become part of the contract.

The following priority for contract documents will be used if there are conflicts or disputes:

1. The Contract Document
2. Official Purchase Order
3. Proposal response as accepted by The Agency
4. The Agency's Published Request for Proposals

2.0 PRE-PROPOSAL CONFERENCE

City of Wausau (Metro Ride) will not be hosting a pre-proposal conference.

3.0 PROPOSAL SCHEDULE

City of Wausau (Metro Ride) intends to adhere to a schedule in procuring these services. The schedule below is provided for informational purposes, may be affected by unforeseen circumstances, and is subject to change.

Listed below are dates and times of actions related to this solicitation. The events with specific dates must be completed as indicated unless otherwise amended. In the event that the Agency finds it necessary to change any of the specific dates and times in the calendar of events listed

below, it will do so by issuing an amendment to this solicitation. There may or may not be a formal notification issued for changes in the estimated dates and times.

At the time of issuance, the procurement schedule shall be as follows:

| Date | Event |
|----------------------------|--|
| 12/2/2025 | Issue Request for Proposals (RFP) |
| 12/19/2025 at 4 PM CT | Due date for submitting questions |
| 12/23/2025 at 4 PM CT | Issue written response to questions - <i>Estimated</i> |
| 1/5/2026 at 4 PM CT | Due date for submitting Proposals - Late submissions will not be accepted |
| 1/6/2026 | Proposal Evaluation Starts - <i>Estimated</i> |
| 1/12/2026 | Oral presentations, as needed (1 hour each, if needed) |
| 1/12/2026 | Call for Best and Final Offers (if needed) |
| 1/14/2026 | Due date for submitting Best and Final Offers |
| 1/14/2026 | Final approvals for award - <i>Estimated</i> |
| 1/15/2026 | Notification of Intent to Award - <i>Estimated</i> |
| 1/29/2025 | Issue "Notice to Proceed" - <i>Estimated</i> |
| 2/1/2026 | Contract Start Date – <i>Estimated</i> |

4.0 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

Proposals which do not comply with the format set forth below may be rejected without further consideration. These restrictions are not intended to hamper proposal preparation but to provide uniformity in evaluating responses to this RFP.

- A. Corporations, individuals, or other organizations interested in providing service should so indicate by answering all questions included throughout this RFP. Vendors must respond to any questions and forms included throughout this RFP.
- B. The completeness and responsiveness to the RFP's stated requirements (Scope of Work), questions, tables, and forms will be used in evaluating Proposals in accordance with solicitation's evaluation factors and the assigned weights for such factors. For Proposals to remain eligible, all information provided must be true and accurate and reasonably verifiable.

- C. **Proposals received after the due date and time will be considered late Proposals and will not be accepted.** Reliance upon public carriers for delivery of Proposals is at the Offeror's risk. Proposals submitted via fax will not be accepted.
- D. The pricing proposal must be submitted on the form shown in Appendix A, and must be signed by an individual authorized to contractually obligate the Offeror. The provided pricing sheet should not be modified or altered to present different or additional information than what the form is asking for.
- E. **The pricing proposal (Appendix A) shall be placed in a separately sealed envelope and its contents not disclosed or revealed elsewhere within the submitted RFP package.** The pricing proposal (Appendix A) shall depict the fixed hourly rate(s) to be used for the duration of the contract. The hourly rate shall cover all operating and administrative costs of performing the service.

5.0 PROPOSAL FORMAT

5.1 Proposal Format

Each proposal shall include complete and detailed written responses to the items below. Each Offeror's response to these items will be evaluated in accordance with the criteria stated in this RFP Hard Copy or email. If electronic, each proposal should be in Microsoft Word, Adobe Acrobat, or equivalent format, using 12-point font and a standard 8 ½" x 11" page format.

5.2 Cover Letter

The Cover Letter must specifically state that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements.

6.0 CONTRACT DELIVERABLES

The City of Wausau (Metro Ride), (hereinafter referred to as Municipality or City), is soliciting Proposals from firms (also may be referred to as Offeror or Contractor) to provide a facility condition assessment & feasibility study.

All deliverables in this section are considered the minimum deliverable for the services required. The following deliverables must be met at no additional cost above the pricing provided in the Proposal. Failure to meet any minimal deliverables may result in the disqualification of the Proposal. In the event no Vendor is able to meet individual specifications, the agency reserves the right to continue the review of Proposals and to select the Proposal that most closely meets the specifications detailed in this RFP.

The following contract deliverables must be met at no additional cost above the pricing provided in the Proposal.

Before the award of any Contract, the Agency shall be satisfied that the Vendor has sufficient qualified resources available for performing the work described in this Proposal. It is the Vendor's responsibility to acquaint the Agency with these qualifications by submitting appropriate or supporting documentation.

6.1 Minimum Qualifications

IMPORTANT – EACH OFFEROR MUST DEMONSTRATE IN ITS PROPOSAL THAT IT MEETS ALL OF THE MINIMUM QUALIFICATIONS SET FORTH BELOW AS OF THE DATE THAT IT SUBMITS ITS OFFER. OFFERORS THAT DO NOT CONFORM TO THESE REQUIREMENTS WILL NOT BE CONSIDERED.

This RFP is to obtain the professional services of a qualified licensed, registered, or certified firm to provide a site condition assessment and feasibility study.

- A. To be considered for award, your company must have at least three (3) years prior organizational history for Professional Services by a person licensed, registered, or certified.
- B. The vendor must possess creativity and have experience with transportation and facility design. The vendor is responsible for submitting appropriate qualifications.
- C. The vendor must possess creativity and have experience with transportation and building planning and initiatives. The vendor is responsible for submitting appropriate qualifications.

6.2 Estimated Number of Hours

The estimated number of hours to complete this project is: **550 hours**

Firms should base their pricing on completing the required deliverables within this number of hours. The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract.

6.3 PERFORMANCE REQUIREMENTS

The outcomes anticipated from the project will include an analysis of the current facility and whether it can support fleet expansion and modernization to battery electric charging infrastructure, as well as a comparison of the costs/benefits of retrofitting the existing facility versus constructing a new one. This feasibility study and its associated reports will be used to guide future engineering work based on whether the City of Wausau chooses facility modification or designing a new facility. Additionally, this project will include the identification and analysis of potential sites for a new bus maintenance facility.

Metro Ride staff, with support from the Wausau MPO, will be administering the project and will be the local point of contact for the consultant, as well as establishing all meeting times and dates needed. Consultant participation may be necessary at Transit Commission meetings, only as related to key work efforts or presentations. The Transit Commission meets regularly on the third Thursday of the month.

TASK #1

Prepare an independent assessment of the existing conditions of the Metro Ride Bus Maintenance Facility.

This will be an existing conditions assessment of the current bus maintenance facility. The consultant shall inspect the substructure, shell, interior conveyance, plumbing, HVAC, fire protection, electrical, equipment, and the surrounding site for any deficiencies and note them. Additional components of this assessment include notation of any maintenance equipment that is lacking for service of an electrical fleet, flood plain consideration, an analysis of the electrical infrastructure available at the current facility and environmental considerations at the facility.

TASK #2

The consultant will conduct a discussion with Metro Ride staff, local staff, and decision makers to determine perspectives on future needs of Metro Ride and constraints related to modification of the existing facility versus construction of a new site.

The consultant should develop a decision matrix to determine suitability of sites. Factors would include (but may not be limited to) cost, ability to meet the needs of Metro Ride, site considerations, ability to acquire land, etc. NOTE: Any alternative sites will need to be located within the City of Wausau and preferably owned by the city.

TASK #3

Investigate if it is possible and financially prudent to invest capital funds in modernizing the existing facility and establish a probable development budget for such an initiative.

Once the analysis is complete, using the data collected, the consultant will prepare a cost benefit/analysis that will examine the possibility of retrofitting the existing facility, bringing it up to proper building standards and able to facilitate an electric bus fleet, as opposed to constructing a new facility at a new location. The estimated dollar cost for each option shall be included.

At a high level, this task should also include estimated annual capital and operating costs associated with this facility (building and infrastructure for maintaining fleet).

TASK #4

Prepare a functional space needs assessment for a new maintenance facility that will best serve Metro Ride's current and anticipated future activities and prepare a development budget for this new facility. Develop a list of potential sites suitable for a new maintenance facility.

Regardless of the results of task #1-3, the consultant will develop an inventory of space needed for a new bus maintenance facility, including the exterior spaces such as landscaping and parking. Additionally, a list of maintenance equipment needed to operate the facility is required. The consultant will also list the required square footage of each building space and develop a preliminary cost for each. At a high level, this task should also include estimated annual capital and operating costs associated with these facilities (building and infrastructure for maintaining fleet).

Based on the requirements for a new facility determined in Task 2, create a list of up to 4 new sites located within the City of Wausau city limits that meet the parameters for the placement of a new bus maintenance facility. One of these sites, to be selected by Metro Ride, shall have an in-depth analysis performed, similar to the analysis done in Task #1, including an analysis of the impact on non-revenue miles compared to the existing site, vehicle accessibility, and environmental issues. This chosen site will also have high-level environmental scoping completed to include:

- Define nature and purpose of the development/action.
- Outline potential environmental impacts and significance (if known) for the site.
- Additional information needed to conduct environmental assessments if development moves forward.
- Permitting considerations.
- Anticipated agency consultations.

- Potential public concerns and impacts to the community. Also, generally outreach that would be needed if design moves forward.

TASK #5

Technical Memo and Report

Specific work products to be issued at completion of the project will include a technical memo and report upon completion of the existing conditions assessment, as well as the analysis of potential future sites and a finalized consultant's report.

TASK #6

Presentations

The consultant will be asked to present to the Wausau Transit Commission, possibly the Wausau City Council, and the Wausau MPO as part of the final work product. Virtual attendance would be possible.

ANTICIPATED MEETINGS

The selected consultant shall plan to examine the bus maintenance facility in-person. A meeting shall take place (in-person) to go over the deficiencies of the current building/site with Metro Ride staff. The meetings for Task #2 can be conducted virtually. The consultant should plan for 2-3 status update meetings, and 1-2 other meetings during completions of Tasks #3-#6. These meetings should be virtual to reduce travel costs.

As part of the final product, the consultant will also need to present the findings to the Wausau City Council, Wausau Transit Commission, and the Metropolitan Planning Organization Commission.

END PRODUCTS

The following summarizes the documentation to be furnished under the terms of the contract. The consultant shall submit the following:

1. A PDF version of the draft version of the document.
2. A PDF version of the final version of the document.
3. All computer-generated files related to the Technical Memorandum, presentation materials, final documents, and all graphics and maps submitted in the format to be agreed upon by the consultant, Metro Ride and MPO staff.
4. WATS will provide and distribute copies of the documents to the following:
 - Transit Commission
 - Wausau City Council

- Wausau MPO

7.0 PROPOSAL CONTENT

Proposals must include the information listed below in the same order as listed below. With the exception of Section 7.6 Minimum Qualifications, each Offeror's response to these items will be evaluated in accordance with this RFP. Additional data, exhibits, and explanations may be included should the Offeror deem them important to the evaluation of its proposal.

Information Pertinent to the Offeror and Offeror's Proposal. The proposal must include the following information:

7.1 Offeror Identification

Provide the Offeror's name, business address, telephone number, facsimile number, e-mail address.

7.2 Offeror's Legal Status

Identify the Offeror's business type (e.g., whether the organization is a sole proprietor; for-profit corporation or joint venture corporation; for-profit partnership; non-profit; public agency; or other type (identify), etc.).

7.3 Chief Executive or Administrator of the Organization

Provide the name and contact information for this individual.

7.4 Offeror's Authorized Representative

Provide the name and contact information for the individual authorized to represent the Offeror in discussions or negotiations, acknowledge amendments, and/or otherwise commit the Offeror.

7.5 Offeror's Business Function

Describe the major business function(s) or activities of the organization.

7.6 Minimum Qualifications

The Minimum Qualifications located in Section 6.1 will be used to determine eligibility to continue to the evaluation phase of this procurement. Restate each minimum qualification and provide a synopsis of how the Offeror meets those minimum qualifications.

7.7 Service Background

Provide information for transportation services which the Offeror currently provides under other contracts or service agreements.

7.8 Service History

Restate each Performance Requirement found in section 6.3 and provide a synopsis of how the Offeror will meet these Performance Requirement.

- Provide a description of your work approach to the tasks as identified in the PERFORMANCE REQUIREMENTS found in section 6.3. In addition, identify and describe potential services that may have applicability. Any concepts, techniques, and tools which you intend to utilize in preparing the study should be included.
- Identify data which will be needed to conduct the study. Identify if the data will be provided and/or collected by consultant or supplied by Metro Ride.
- Provide a description of all additional subcontracts and associations with other firms you propose to utilize in the performance of this work. Fully explain the intended working relationships and responsibilities of each firm, as well as any examples of past experiences working together and also working with Wausau Metro Ride or Marathon County, WI (Wausau MPO).

7.9 Service History

Provide information about your service history. Vendor must include:

- Provide a PDF versions of 1- 3 comparable studies or projects completed or undertaken by the project manager you are proposing for this project.

7.10 References

Using **Appendix E - REFERENCES**, provide the names of at least three (3) agencies for which the Offeror has provided contract services over the past three (3) years. These agencies will be queried for references in order to ascertain the Offeror's past performance history.

7.11 References Implementation

Vendor must provide project details for the references provided in Appendix E.

- Provide the dates over which the projects were conducted.
- Provide a summary of what type of project was conducted for the reference.
- Provide the status of implementation of your recommendations for these projects.

7.12 Key Personnel

Identify the organization's key individuals who will be responsible for day-to-day management of any contract resulting from this solicitation and synopsize their background or experience in delivering the type of services required to support and/or perform any contract resulting from this solicitation.

Provide a resume for each "key" individual. Note that the replacement of any individual identified as "key personnel" requires the notice to the Municipality and its prior approval.

Provide PDF versions of resumes of all professionals who will be actively working on this project. Resumes should list related project experience and general project duties.

7.13 Volunteer Staff

Identify if any volunteer staff will be used in the performance of a contract awarded as a result of this solicitation. **Specifically, identify their names, positions, responsibilities, and number of volunteer hours expected to be recorded during each of the contract's base and option years.**

Note that the Municipality must be notified in the event of changes in volunteer staff otherwise dedicated to a contract awarded under this solicitation.

7.14 Paid Staff

Specifically discuss or describe:

- A. How many full-time employees are currently on staff;
- B. How many part-time employees are currently on staff; and
- C. The minimum hiring criteria for drivers and how compliance is checked.

7.15 Financial Stability Documentation

- A. *Financial Statement.* In order to determine the Offeror's financial capability, the Offeror must attach a copy of its most recent annual audited financial statement. The Statement must be dated no later than one year from proposal due date.
- B. *Liens and Judgments.* Provide any documentatio and explain any past, current, or pending liens, judgments, or lawsuits against property owned by or otherwise concerning the Offeror and any existing legal suits (pending) against the Offeror which may potentially impact the Offeror's capability to provide the required contract services solicited by this RFP.

7.16 Insurance Coverage

Describe the Offeror's current vehicle liability insurance program for transportation services by answering the following questions in **Appendix K - Insurance**

7.17 Record-Keeping

Briefly describe the Offeror's record-keeping capabilities as they relate to the contract (if not already noted elsewhere in this proposal) in **Appendix L – Record Keeping**

7.18 Pricing Proposal

Provide your best pricing on Pricing Proposal Excel Document. Vendors must submit costs for each deliverable. The total cost provided must be all inclusive to carry out the services included in this RFP, in accordance with the terms and conditions of this RFP. Please sign and date Pricing proposal.

This submitted pricing proposal must include direct labor costs, any mark-up for fringe benefits, overhead, profit, and other direct expenses such as transportation, housing, printing, and per diem.

The Agency does not guarantee to purchase any specific quantity, or pay any minimum Contract price during the term of the Contract. Proposals that require a minimum number of commodities or services be ordered will be disqualified. The submitted price must apply to any number of hours purchased, up to the contract's maximum.

This is a firm-fixed price contract for a base period of 11 months with a no option period. Proposers are required to submit a firm-fixed price for the contract base period that covers all operating and administrative costs of performing the service.

7.19 Federal Clauses for Federal Contracts – Appendix I

Vendor must review and sign the federal clauses. At time of submission, vendor must submit a signed copy of the federal clauses. PROPOSALS received without signed federal clauses will not be accepted and will automatically be disqualified from further consideration

Proposals that do not comply with the Federal Clauses will be disqualified. Federal clauses cannot be negotiated or changed.

7.20 Standard Terms and Conditions - Appendix G and H

By submitting a proposal the vendor is agreeing to all Terms and Conditions included in Appendix G – Standard Terms & Conditions (DOA-3054 (R08/2016) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)). Proposals that do not comply with the standard terms and conditions will be disqualified. Standard terms and conditions cannot be negotiated or changed.

7.21 Additional Relevant Information

Submit any additional information which the Offeror believes may be relevant to the evaluation of the Offeror's qualifications..

8.0 EVALUATION AND AWARD PROCESS

8.1 Evaluation Committee

The proposal evaluation committee consists of members who have been selected because of their special expertise and knowledge of the service(s) that are the subject of this RFP. Offerors shall not contact members of the evaluation committee.

Violation of the "no contact" rule could result in the Offeror's disqualification from further consideration for award.

8.2 Preliminary Evaluation

Proposals will be initially reviewed to determine if minimum and mandatory requirements have been met. Failure to meet these requirements shall result in the proposal being rejected. In the event that all Offerors do not meet one or more of the minimum or mandatory

requirements, the evaluation committee reserves the right to continue the evaluation of the Proposals, which most closely meet the minimum and mandatory requirements of this RFP.

8.3 Right to Reject Proposals

The Issuing Agency reserves the right to accept or reject any or all PROPOSALS or Proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Issuing Agency.

8.4 Scoring of Technical Proposals

Proposals will be independently evaluated. Each evaluation committee member will score each of the solicitation's stated technical evaluation criteria for each Offeror. Members will then sum all individual technical scores for each Offeror to determine the overall evaluation score for that particular Offeror.

The Chair of the evaluation committee (typically, the Procurement Administrator) will convene a meeting of the evaluation committee to reach a consensus score for each Offeror. Consensus scoring is intended to facilitate an open discussion among the evaluators as to the strengths and/or weaknesses of each Offeror's proposal based upon the solicitation's technical evaluation factors (*Professional Competence, Capacity, and Experience*).

The Chair will record the consensus score for each Offeror on a scoring summary sheet to attain a rank order of the most technically qualified Offerors. Price Proposals will remain sealed at this point.

8.5 Additional Factors for Proposal Consideration (prior to evaluating price)

Failure by the Offeror to provide information clearly and accurately within the submitted documents may be reflected in the evaluators' scoring results.

If it is deemed necessary on behalf of the evaluation committee, the evaluation committee Chair may initiate inquiries for the purposes of confirming or verifying proposal information already provided and disseminated for evaluators' consideration. The evaluation committee may not contact Offerors directly but may request an interview with the Offerors if an interview process is deemed necessary and approved by WisDOT.

The evaluation committee will make every reasonable attempt for scheduling at a time and location that is agreeable to the Offeror. An Offeror's failure to fulfill or accommodate

interview requests from the evaluation committee may result in rejection of that Offeror's proposal.

8.6 Final Evaluation

Based on the information obtained through any confirmation or verification inquiries, reference checks or interview process, the evaluation committee will review their evaluations and unilaterally make adjustments to their respective scores.

The evaluation committee's scoring will be tabulated by the evaluation committee administrator and Proposals again ranked based on the numerical scores assigned. If no further criteria was or is to be considered, the evaluation committee administrator may proceed to open and score the pricing proposal portions of the offers and tabulate final scores.

Prior to the procurement administrator's issuance of a "Notice of Intent to Award," all evaluations and score tabulation results remain strictly confidential between evaluation committee members and evaluation committee procurement administrator.

8.7 Evaluation Summary

Proposals will be evaluated and scored using the methodology described below. Technical factors are: *Professional Competence*, *Capacity*, and *Experience*. *Price* is rated solely by the evaluation committee Chair.

A. EVALUATION FACTORS (CRITERIA) - A total score of 100 points is possible.

Professional Competence (Maximum 20 points) - The extent to which the firm's proposal is complete and demonstrates a thorough understanding of the solicitation/contract requirements.

Capacity (Maximum 25 points) - The extent to which the firm's proposal demonstrates that it has the financial resources, skilled personnel, equipment, software, and facilities to perform the scope of work.

Experience (Maximum 25 points) - The extent to which the firm's proposal demonstrates successful current and past experience in performing similar work, including the level of achieved client satisfaction.

Price (Maximum 30 Points) - The competitiveness of the offered prices.

B. RATINGS FOR EACH TECHNICAL EVALUATION FACTOR - Each evaluator will rate each evaluation factor for each Offeror. This is done by first determining the rating which the evaluator will assign for the factor being rated. Second, by multiplying the numerical percentage value assigned to that value by the weight (points) assigned to that evaluation factor to arrive at the individual factor's computed numerical value. The sum total of all such computed values (sum value of all factors) will equal 70 points or less (price is scored separately at a maximum value of 30 points).

C. RATING DESCRIPTIONS

Excellent – Outstanding level of quality; the proposal indicates an exceptional approach and understanding of the requirement; significantly exceeds the minimum requirements in all respects; has a high probability of success (low risk of unsuccessful performance); no significant weaknesses. **Value is 100 percent of total point score available for the evaluation factor.**

Good – Substantial response; proposal meets requirements and indicates a thorough approach and understanding of the requirements; good probability of success (low risk of unsuccessful performance); strengths outweigh weaknesses. **Value is 80 percent of total point score available for the evaluation factor.**

Acceptable – The proposal meets requirements and indicates an adequate approach and understanding of the requirements; strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. **Value is 50 percent of total point score available for the evaluation factor.**

Marginal – The proposal lacks essential information and does not demonstrate an adequate approach or understanding of the requirements. Proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. **Value is 20 percent of the total point score available for the evaluation factor.**

Unacceptable – The proposal fails to meet minimum requirements; there is little likelihood of success; needs major revision to be made acceptable. **Value is zero percent of the total point score available for the evaluation factor.**

D. PRICE SCORING - The Procurement Administrator will evaluate pricing Proposals and assign scores to each Offeror based upon the sum total of the offered Hourly Service Rate (HSR) for the base and each option years (i.e., HSR for Year 1 & 2 + HSR for Year 3 + HSR for Year 4 + HSR for Year 5 = Total HSR). Price points will be assigned as follows:

- Lowest total price (including option years) – 100% of 30 points
- Second lowest price (including options years) – 80% of 30 points
- Third lowest price (including option years) – 60% of 30 points
- Fourth lowest price (including option years) – 40% of 30 points
- Fifth lowest price (including option years) – 20% of 30 points
- Sixth and lower (including option years) – 10% of 30 points

SAMPLE SCORING SCENARIO (following consensus scoring)

OFFEROR A

| | | | | |
|-------------------------------------|--|-----------------|-----------|--------------------|
| <i>Competence</i> | Good | 20 points x .80 | = | 16 points |
| <i>Capacity</i> | Excellent | 25 points x 1.0 | = | 25 points |
| <i>Experience</i> | Good | 25 points x .80 | = | 20 points |
| Total Technical Evaluation Score | | | = | 61 points |
| <hr/> | | | | |
| <i>Price</i> | Points assigned for lowest total price | | = | 30 points |
| <hr/> | | | | |
| Total Evaluated Score for Offeror A | | | (61 + 30) | = 91 points |
| Offeror Ranking | | | | First |

OFFEROR B

| | | | | |
|-------------------|-----------|-----------------|---|-----------|
| <i>Competence</i> | Excellent | 20 points x 1.0 | = | 20 points |
| <i>Capacity</i> | Good | 25 points x .80 | = | 20 points |
| <i>Experience</i> | Good | 25 points x .80 | = | 20 points |

| | | |
|-------------------------------------|---|--------------------|
| Total Technical Evaluation Score | = | 60 points |
| <i>Price</i> | Points assigned for second lowest total price | = 24 points |
| Total Evaluated Score for Offeror A | (60 + 24) | = 84 points |
| Offeror Ranking | | Second |

8.8 Contract Award

- A. **Proceed with Award.** The award may be granted to the highest responsive, responsible scored proposal (technical and price) in accordance with the final tabulation of all scoring elements and without clarifications, discussions, or negotiations; OR
- B. **Schedule oral presentations.** With prior WisDOT approval AND BEFORE pricing Proposals are opened, Offerors will be provided with a list of questions or issues concerning their Proposals which require explanation or clarification and scheduled for oral presentations to address such issues concerning their Proposals.

Oral presentations are for explanation or clarification purposes only and Offerors will not be permitted to revise their Proposals. Presentations will NOT be scored. After such presentations, the Administrator/Chair will open and evaluate the attendant pricing Proposals to determine the apparent successful Offeror; OR

- C. **Schedule negotiations.** With prior WisDOT approval, the Municipality may choose to negotiate any outstanding conditions, exceptions, reservations, or understanding to any of the contractual requirements, including any pricing issues, with a "short" list of the top-ranked (usually no more than three offerors).

This "short" list is determined after the Procurement Administrator has opened pricing Proposals and made a clear point demarcation between offerors who have made the "short" list and those who have not. Following negotiations, offerors would be required to submit a sealed "Best and Final Offer" (BAFO) which would reflect any modifications made to their Proposals as a result of the negotiations.

The evaluation committee would conduct a final technical evaluation and the Procurement Administrator would evaluate any revised pricing Proposals before making a determination of the apparent successful Offeror.

8.9 Notification of Intent to Award

All Offerors will be notified in writing of the intent to award a contract as a result of the selection process described in this RFP.

8.10 Appeals Process

- A. Notices of an "intent to protest" and "protests" must be submitted in writing to the Procurement Administrator identified on the Cover Sheet of this solicitation. A copy of such documents must simultaneously be sent to the *Transit Procurement Manager, 4822 Madison Yards Way, Sixth Floor South, Madison, WI 53705*
- B. Protesters must clearly identify the solicitation number and program title in all correspondence. Protests must be as specific as possible and identify specific statutes and Wisconsin Administrative Code Provisions that are alleged to have been violated.
- C. Protests can be filed at any point through the solicitation process. However, a written notice of "intent to protest" must be filed with and received by the Procurement Administrator no later than five (5) working days after the Notice of Intent to Award is issued.
- D. The complete written "protest" must be provided to the same addressees, (as provided above for the written "intent to protest") within (10) working days after the Notice of Intent to Award is issued.
- E. The Procurement Administrator will issue a decision on the protest within 5 working days of receiving the written protest. A copy of the decision will be provided to the WisDOT Transit Procurement Manager.
- F. If the protestor had alleged a violation of a statute and specific provision(s) of Wisconsin Administrative Code and the decision of this formal process fails to resolve the complaint, the complainant, within five (5) working days of the

issuance of that decision, may refer the matter to the Director, Bureau of Transit and Local Roads, Wisconsin Department of Transportation, P. O. Box 7913, Madison, WI 53707-7913 with a copy of such appeal filed with the Procurement Administrator.

9.0 CONTRACT ADMINISTRATION INFORMATION

9.1 Contract Administrator

The authorized individual responsible for administering this contract after award is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

9.2 Technical Administrator

The individual authorized to address any technical or specification issue, or other work or performance requirements under this contract is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565
Ronald.Schuenke@wausauwi.gov

(Note: This person is NOT authorized to make any changes to the contract but may request any necessary contract modifications from the person identified in 9.1, above).

9.3 Inspection Administrator

The individual and office designated to inspect and accept all contract deliveries and to certify that invoices are proper for payment is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

9.4 Contract Payment Administrator

The individual and office responsible for making contract payments is Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565
Ronald.Schuenke@wausauwi.gov

10.0 CONTRACT CLAUSES (SEE APPENDIX I FOR FEDERAL CLAUSES FOR FEDERAL CONTRACTS)

The Agency reserves the right to negotiate the following terms and conditions when it is in the best interest of the agency to do so. Vendors may not submit their own Contract document as a substitute for the Agency's Terms and Conditions.

Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The State may or may not consider any of the Vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the State. **Pricing submitted should assume that no changes to these terms and conditions will be accepted.**

If a Contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

10.1 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.

10.2 Hold Harmless/Indemnification

The contractor agrees to protect, defend, and save the Issuing Agency, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the Issuing Agency, under this agreement.

10.3 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. Unless otherwise noted in the solicitation document, the Issuing Agency is allowed 30 days to pay such invoices.

10.4 Contract Funding

To ensure the delivery of improved services and competitive pricing, to address potential performance issues, changes in technology or industry consolidation, the Agency reserves the right to negotiate the pricing and terms at the time of contract renewal.

As required by Wisconsin Statutes, continuance of a Contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of the Contract by lack of appropriations shall be without penalty.

10.5 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.

10.6 Shipping

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

10.7 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.

10.8 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.

10.9 Federal Funding and Special Requirements

Federal grant monies \$100,000 fund this contract, in whole or in part (Section 5304). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements.

This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract.

A list of the Federal clauses and certifications applicable to this procurement is included at Part III, Section J, and the full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/home.aspx>

11.0 PROPOSAL PROCEDURE AND INSTRUCTIONS

11.1 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 Proposer/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 Proposer/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 Proposers/offerors when submitting their Proposals/offers.

11.2 Alteration of Solicitation Document

In the event of inconsistencies or contradictions between language contained in the solicitation document and a vendor's response, the language contained in the original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification.

11.3 Interpretations or Representations

The Issuing Agency assumes no responsibility for any interpretation or representations made by any of its officers or agents unless such interpretations or representations are incorporated into a formal written addendum to the solicitation.

11.4 Satisfaction of Requirements

Requirements identified in this solicitation must be satisfied, or a functional equivalent Proposal submitted, which is acceptable to the Issuing Agency. Proposers who do not meet this criterion may be disqualified from further consideration.

A Proposer must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or in whole, may be cause for disqualification of the entire Proposal response. Any exceptions taken by the Vendor must be clearly identified on the Proposal forms.

11.5 U.S. Funds

All prices Proposal must be in U.S. dollars. All contract payments will be made in U.S. dollars.

11.6 Proposal Prices

The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this solicitation, but shall include all charges and expenses in connection with the packing of the products and their carriage to the designated place of delivery unless specifically excluded.

Proposal prices shall include any and all transportation costs. The Contractor will be paid upon submission of a proper invoice at the prices stipulated herein for products, and/or services delivered to and accepted by the Agency.

11.7 RFP Consideration of All Inherent Costs

Proposal prices must take into consideration all inherent costs of providing the services described in the RFP.

11.8 RFP Fixed Pricing

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of a contract renewal period will be negotiated between the Agency and the Contractor. Contractor must provide supporting documentation when requesting price changes.

11.9 EXTENSION OF PROPOSAL PRICES

In the case of error in the extension of prices in the Proposal, the unit price will govern. In a lot Proposal, the lot price will govern.

11.10 Vendor Questions and Clarifications

Any questions, exceptions, or additions concerning this RFP must be submitted in writing on or before December 19 2025 to: Ron Schuenke, Wausau Metro Ride Transit Director – 420 Plumer Street, Wausau, WI 54403. 715-261-6565 Ronald.Schuenke@wausauwi.gov

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFP document by the Question Due Date specified in section 3.0. Questions must be submitted to the Procurement Manager.

If at any time prior to the due date, a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor must immediately notify the Procurement Manager of the issue in writing and request modification or clarification of the RFP document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or addendums will be posted on Vendor Net.

11.11 RFP Clarifications

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify (Ron Schuenke) at Ronald.Schuenke@wausauwi.gov via e-mail **NO PHONE CALLS.**

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addendums or amendments will be provided via Vendor Net.

Proposers are encouraged to log into Vendor Net periodically during the RFP process. The person who is registered for the Proposer on Vendor Net should get an email any time a change is made to the RFP.

No phone calls, emails or other correspondence to other Agency staff regarding this procurement are permitted during the procurement process unless otherwise noted in writing as required as part of the solicitation process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal. All oral communications are unofficial. Proposers shall rely only on written statements issued by the Procurement Manager.

11.12 SOLICITATION AMENDMENTS

If the solicitation is amended, then all terms and conditions that are not modified remain unchanged. It is the Proposer's/offeror's responsibility to keep informed of any changes to the solicitation.

Proposers/offerors must sign and return with their Proposal/offer an Acknowledgment of Addendum for any addendum issued. In sealed Proposal procurements, PROPOSALS that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

11.13 LATE PROPOSALS AND PROPOSALS

Regardless of cause, late Proposals will not be accepted and will automatically be disqualified from further consideration. It is solely the vendor's risk to ensure delivery of proposals/offers at the designated office by the designated date and time. Late Proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed, if so requested.

11.14 Method of Proposal

Attachment A contains the Pricing proposal for this solicitation, and must be completed in full and returned at the time of Proposal. Vendors may not alter the Pricing proposal in any manner. **Alternate pricing formats will not be accepted and may result in disqualification of the Proposal.**

Pricing submitted must include all costs to furnish the services included in the Proposal, in accordance with the terms and conditions of this RFP, including labor, travel, and insurance. The following additional costs or fees are not allowed in any Proposal:

- A. Delivery location fees
- B. Small Order/Minimum Order fees
- C. Special Order fees
- D. Purchasing Card (P-Card) related charges
- E. Return/Restocking fees

All prices must be quoted in U.S. Dollars.

11.15 Multiple Proposals

Multiple Proposals from a single Vendor will be permissible; however, each Proposal must conform fully to the requirements for response. Each such Proposal must be separately submitted and should be labeled as Proposal #1, Proposal #2, etc., on each page included in the response.

11.16 Incurring Costs

The costs for developing and delivering responses to this solicitation are entirely the responsibility of the Proposer/offeror. The Issuing Agency is not liable for any expense incurred by the Proposer/offeror in the preparation and presentation of their Proposal/offer or any other costs incurred by the Proposer/offeror prior to execution of a purchase order or contract.

11.17 Withdrawal of PROPOSALS

PROPOSALS shall be irrevocable until Contract award unless the Proposal is withdrawn. Vendors may withdraw a response at any time up to the Proposal closing date and time.

To accomplish this, the written request must be signed by an authorized representative of the Vendor and submitted to the Procurement Manager.

If a previously submitted response is withdrawn before the deadline for Proposal, the Vendor may submit another response at any time up to the Proposal closing date and time.

12.0 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF PROPOSERS/OFFERORS

12.1 Debarment

The contractor certifies, by submitting this Proposal 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 Issuing Agency and WisDOT.

12.2 Registration and Licenses

The contractor certifies, by submitting this Proposal 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.

12.3 Warranties

The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the Issuing Agency.

Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

12.4 Disadvantage Business Enterprise (DBE)

The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (FR Document 2025-19426, 90 FR 48116-48117). Accordingly, for federally funded proposals, no federal DBE program requirement will be applied.

13.0 PROPOSAL SUBMISSION

13.1 RFP General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a response.

Elaborate Proposals (e.g., expensive artwork, marketing materials) beyond that sufficient to present a complete and effective Proposal are not necessary or desired.

13.2 RFP Proposal Submittal

Refer to Section 4 and Section 13.5.

13.3 Email Submittal(s)

Email submittal(s) are also allowed in lieu of a physical response to the procurement Vendor is submitting their response through email, the submittal must include all required documentation organized and named as detailed in this RFP.

Email submissions must be submitted to: Ronald.Schuenke@wausauwi.gov

If the submission is too large of a file to submit via email, the required files may be submitted via multiple emails that clearly identify the Vendor and their Bid response.

All responses MUST be received no later than Submission Due Date and Time. The timestamp on the email as it is received by the agency will be the submittal time. **Proposals received after the submittal time will be considered late and rejected.**

13.4 RFP Pricing Proposal Submission

Refer to Section 4 and Section 13.5.

13.5 RFP Proposal Organization and Format

Unless specifically requested, promotional literature is not desired and will not be considered to meet any of the requirements of this RFP.

Only information that can be identified as a trade secret, proprietary and confidential on the designated form will be treated as such. **Proposer shall not label or identify their entire Proposal as confidential.**

Tab 1 - Table of Contents: Provide a table of contents for the Proposal submitted.

Tab 2 – RFP Cover Sheet, Signature Page and Required Forms: Provide a transmittal letter that clearly identifies all of the following:

- A. Proposer's organization information:
 - a. Name and title of Proposer representative;
 - b. Name and address of company;
 - c. Telephone number, fax number, and email address.
- B. A signed and completed Proposal Signature Page – Appendix B
- C. A confirmation that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements; and
- D. A confirmation of Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect; and
- E. A statement acknowledging the Proposal conforms to all requirements of the Agency including procurement rules and procedures articulated in this RFP; and
- F. Failure to provide the following forms/responses with your proposal submittal may disqualify your bid:
 - APPENDIX B – SIGNATURE PAGE
 - APPENDIX C - AFFIDAVIT OF NON-COLLUSION
 - APPENDIX D – PROPOSER INFORMATION

- APPENDIX E – REFERENCES
- APPENDIX F – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION
- APPENDIX I - FEDERAL CLAUSES FOR FEDERAL CONTRACTS
- APPENDIX K – INSURANCE
- APPENDIX L - RECORD KEEPING

Contract Deliverables Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Proposal Content Provide the information and documentation specified in this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

Appendix G – STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016)) and Appendix H - Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022)) The State of Wisconsin Standard Terms and Conditions DOA – 3054 and Supplemental Standard Terms and Conditions for Procurements for Services DOA – 3681 shall apply to this solicitation and subsequent award, in addition to the Terms and Conditions specified in this solicitation.

The attachment provided with the RFP represents the Contract terms and conditions which the Agency expects to execute with each successful Proposer(s).

The Proposer may not submit its own contract document as a substitute for these terms and conditions. Proposer responses to provisions shall be consistent with its response to all other sections of this RFP.

Under Separate Cover/Coverpage/File – Pricing Proposal: Provide price information as directed in Appendix A. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information in the prescribed excel format may result in disqualification of the Proposal. **No mention of the Pricing Proposal is permissible in the response to any other section of the RFP.**

Under Separate Cover/Coverpage/File – Financial Stability Documentation: Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from proposer’s bank or auditor verifying financial stability. Financial statements and documents should NOT accompany the bank/auditor letter that the Offeror submits under this separate cover. The Agency may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

13.6 RFP Presentations and Demonstrations

Top scoring Proposer(s) based on an evaluation of the written Proposal may be required to participate in a presentation and/or Demonstration to support and clarify Proposal(s), if requested by the Agency. The presentations and/or Demonstrations will be scheduled and held after receipt of the Proposals to provide an opportunity for the Proposer to clarify its Proposal and for the evaluation committee to ask questions. Proposer representative(s) attending the oral presentation or demonstration shall be technically qualified to respond to questions related to the Proposal and its components. The Agency will furnish specific details concerning the presentations or demonstrations and any required materials at the time it notifies Proposers of the presentation schedule.

The Agency shall make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. The State requires that those individuals designated by the Proposer as Key Personnel attend the presentation in person. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of its Proposal.

13.7 Late Proposals, Proposal Modifications, or Proposal Withdrawals

The Proposer assumes the sole risk and responsibility for assuring delivery of a Proposal, Proposal modification, or Proposal withdrawal at the designated office by the designated date and time set for Proposal closing. In general, any Proposal, modification, or Proposal withdrawal received at the office designated in the solicitation after the exact time specified for receipt of PROPOSALS is “late” and will not be considered.

Acceptable evidence to establish the time of receipt at the designated office includes the time/date stamp applied to the Proposal envelope or package by the agency, other documentary evidence of receipt maintained by the agency, or oral testimony or written statements by agency personnel.

- A. A late modification of an otherwise successful Proposal, that makes its terms more favorable to the agency, may be considered at any time it is received and may be accepted.
- B. Proposals may be withdrawn by written notice received at any time before the exact time set for receipt of PROPOSALS. A Proposal may be withdrawn in person by a Proposer or its authorized representative if, before the exact time set for receipt of PROPOSALS, the identity of the person requesting withdrawal is established and the person signs a receipt for the Proposal.
- C. Proposals that arrive unpackaged or unsealed shall not be accepted.

13.8 Authorized Signature

An individual authorized to legally bind the business submitting the Proposal must sign the solicitation. The Proposer's/offeror's name, title, and signature on a Proposal/offer in response to the solicitation guarantees that the Proposal/offer has been established without collusion and without effort to preclude the Issuing Agency from obtaining the best possible supply or service.

13.9 Descriptive Literature

Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each Proposal. The Issuing Agency reserves the right to examine products further to determine compliance with the stated specifications.

13.10 RFP Complete Responses

Proposal responses to each of the requests for information and requirements in the numbered sections shall be in the same sequence and numbered as the RFP. Responses must be concise yet complete.

Do not simply restate the Requirement verbatim as the response to a Requirement. If the RFP calls for a process description, include a process map as well as the frequency at which that

map will be updated. Proposer shall not direct the reader to a website (or any other sources outside of the submitted Proposal) as part of its response to the requirement or question.

13.11 Vendor References

The Agency will determine which, if any, references to contact and reserves the right to exclude a Vendor from further consideration at any point during the solicitation process should The Agency determine that one or more references are unsatisfactory, inadequate, or inappropriate.

14.0 SELECTION AND AWARD PROCESS

14.1 Preliminary Review and Acceptance of Proposal

All PROPOSALS will be reviewed by the Procurement Manager to ensure compliance with submittal requirements. The Agency shall be the sole judge as to Vendors' compliance with the Proposal instructions.

PROPOSALS that do not comply with Vendor Qualifications or Mandatory Specifications **will be** disqualified. PROPOSALS that do not comply with Contract Terms and Conditions **may** be disqualified. AGENCY in its sole discretion retains the right to accept or reject any or all PROPOSALS, or accept or reject any part of a Proposal, if deemed to be in the best interest of the State.

14.2 RFP Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the Agency's sole judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring Proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the evaluation committee. SMEs are a non-scoring individuals or ad/hoc group that serves only as technical advisors to the evaluation committee.

14.3 RFP Accepted Proposals

An evaluation committee will evaluate and score all accepted Proposals against predetermined criteria. A uniform selection process, as outlined in this section, will be used to evaluate all

Proposals using a point system. Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal.

The committee may review references, request presentations and demonstrations, and use those results in scoring the Proposals. Evaluation and selection of the Contractor, as well as any subsequent negotiations, will be based on the information submitted in the Proposals, references, requested presentations, and product and service demonstrations.

The Agency reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposer's Proposal.

14.4 RFP Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer(s) after the original evaluation process is complete. Alternatively, the highest proposer or proposers in the competitive range may be requested to submit best and final offers. If the Agency requests best and final offers, they will be evaluated against the stated criteria, scored, and ranked by the evaluation committee. The award will then be granted to the highest scoring proposer(s) following that process. However, a proposer should not expect that the Agency will request a best and final offer.

14.5 CONTRACT AWARD

The Issuing Agency will evaluate PROPOSALS in response to this solicitation without discussions and will award a fixed-price contract to the responsible Proposer whose Proposal, conforming to the solicitation, will be most advantageous to the Agency considering only price and the price-related factors specified elsewhere in the solicitation.

- A. The Agency may—
 - a. Reject any or all PROPOSALS;
 - b. Accept other than the lowest Proposal; and
 - c. Waive informalities or minor irregularities in PROPOSALS received.

- B. The Agency may accept any item or group of items of a Proposal, unless the Proposer qualifies the Proposal by specific limitations. Unless otherwise provided in the Schedule, PROPOSALS may be submitted for quantities less than those specified. The Agency reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the Proposer specifies otherwise in the Proposal.
- C. A written award or acceptance of a Proposal mailed or otherwise furnished to the successful Proposer within the time for acceptance specified in the Proposal shall result in a binding contract without further action by either party.
- D. The Agency may reject a Proposal as nonresponsive if the prices Proposal are materially unbalanced between line items or subline items. A Proposal is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Proposal will result in the lowest overall cost to the Agency even though it may be the low evaluated Proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

APPENDIX B

Proposal Signature Page

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of PROPOSALS to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our Proposal.

| Name of Authorized Company Representative | Title | Phone |
|---|-------|-------|
| | | |
| Signature of Above | Date | Email |
| | | |

APPENDIX C

AFFIDAVIT OF NON-COLLUSION

Solicitation Number

| |
|--|
| |
|--|

I hereby swear (or affirm) under the penalty of perjury:

- 1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);

- 2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

- 3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and

- 4. I certify that the statements in this affidavit are true and accurate.

| Name of Authorized Company Representative | Title | Phone |
|---|-------|-------|
| | | |
| Signature of Above | Date | Email |
| | | |

APPENDIX D

PROPOSER INFORMATION

| | | | | |
|------------------------------------|--|--------------|--|----------------|
| Proposing Company/Org. Name | | | | |
| FEIN | | UEI | | |
| Phone | | | | |
| Email | | | | |
| Address | | | | |
| City | | State | | Zip + 4 |

| | | | | |
|--|--|--------------|--|----------------|
| Contact person for questions concerning this proposal | | | | |
| Title | | | | |
| Phone | | | | |
| Email | | | | |
| Address | | | | |
| City | | State | | Zip + 4 |

| | | | | |
|---|--|--------------|--|----------------|
| Contact person for Human Resources and/or Civil Rights | | | | |
| Title | | | | |
| Phone | | | | |
| Email | | | | |
| Address | | | | |
| City | | State | | Zip + 4 |

| | | | | |
|---|--|--------------|--|----------------|
| Contact person for all Purchase Orders and Billing | | | | |
| Title | | | | |
| Phone | | | | |
| Email | | | | |
| Address | | | | |
| City | | State | | Zip + 4 |

APPENDIX E

REFERENCES

Vendor:

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Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees must not be listed as references.**

Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

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Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

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Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

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Company Name
Address (include Zip + 4)
Contact Person
Email Address
Phone Number
Product(s) Used and/or Service(s) Provided

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APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., 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 bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or 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.

We request that the following pages not be released:

| Section | Page Number | Topic |
|---------|-------------|-------|
| | | |
| | | |
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In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

| Name of Authorized Company Representative | Title | Phone |
|---|-------|-------|
| | | |

| Signature of Above | Date | Email |
|--------------------|------|-------|
| | | |

APPENDIX G

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

- 1.0 SPECIFICATIONS:** The specifications in this request 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, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding 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 bidder's/proposer's letterhead, signed, and attached to the 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 bidders/proposers shall be held liable.
- 3.0 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 prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin 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 State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office 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 office.

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

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.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies 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 State of Wisconsin, including all its agencies, 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 State of Wisconsin 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.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor 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. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin 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 procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles 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 State of Wisconsin (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.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 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.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to 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.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** 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 State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this 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 on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL 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).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 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.

APPENDIX H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.

APPENDIX K

Insurance

Describe the Offeror's current liability insurance program:

Provide the name of all insurance companies which currently provide the Offeror

| Name of Company | Type |
|-----------------|------|
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Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in **this RFP?**

Yes

No

APPENDIX L

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to this contract.

Be sure to include:

- Reimbursement request process
 - Tracking and providing eligible costs to WisDOT based on budgets and Scope of Work
 - How driver logs and trips are tracked
- Audits
- Cash Management
 - How are fares collected and internal processes in counting cash and keeping it safe

Insert text here:



City of Wausau, WI Wausau Area Transit System

Request for Proposal #WFS2026

**Facility Condition Assessment and
Feasibility Study**

January 05, 2026

**Kueny Architects, L.L.C.
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158**

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Tab 1 - Table of Contents

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7.6. Firm Qualifications & Experience

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Additional Submittal Requirements

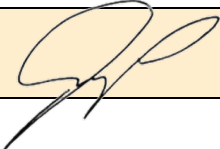
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| <u>7.18. Pricing Proposal</u> | See Envelope |
| <u>7.19. – 7.20. Acknowledgement of Standard Conditions</u> | Page 70 |

APPENDIX B

Proposal Signature Page

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of PROPOSALS to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Proposal and all terms of our Proposal.

| Name of Authorized Company Representative | Title | Phone |
|---|-------------------|--------------------|
| Jon Wallenkamp | Partner/Principal | (262) 857-8101 |
| Signature of Above | Date | Email |
|  | 01/05/26 | jonw@kuenyarch.com |

APPENDIX C

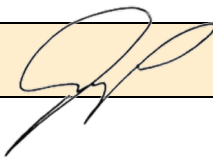
AFFIDAVIT OF NON-COLLUSION

Solicitation Number

| |
|---------|
| WFS2026 |
|---------|

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the responder (if the responder is an individual), a partner in the company (if the responder is a company) or an officer or employee of the responding corporation having the authority to sign on its behalf (if the responder is a corporation);
2. That the attached offer (proposal) has been arrived at by the responder (Offeror) independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;
3. That the contents of the solicitation response (the Offeror's proposal) have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses (Offers); and
4. I certify that the statements in this affidavit are true and accurate.

| Name of Authorized Company Representative | Title | Phone |
|---|-------------------|--------------------|
| Jon Wallenkamp | Partner/Principal | (262) 857-8101 |
| Signature of Above | Date | Email |
|  | 01/05/26 | jonw@kuenyarch.com |

APPENDIX D

PROPOSER INFORMATION

| | | | |
|------------------------------------|----------------------------------|----------------|------------|
| Proposing Company/Org. Name | Kueny Architects LLC | | |
| FEIN | 39-1979009 | UEI | N/A |
| Phone | (262) 857-8101 | | |
| Email | Jonw@kuenyarch.com | | |
| Address | 10505 Corporate Drive, Suite 100 | | |
| City | Pleasant Prairie | State | WI |
| | | Zip + 4 | 53158-1605 |

| | | | |
|--|----------------------------------|----------------|------------|
| Contact person for questions concerning this proposal | Jon Wallenkamp | | |
| Title | Partner/Principal | | |
| Phone | (262) 857-8101 | | |
| Email | Jonw@kuenyarch.com | | |
| Address | 10505 Corporate Drive, Suite 100 | | |
| City | Pleasant Prairie | State | WI |
| | | Zip + 4 | 53158-1605 |

| | | | |
|---|----------------------------------|----------------|------------|
| Contact person for Human Resources and/or Civil Rights | John Schmidbauer | | |
| Title | Partner | | |
| Phone | (262) 857-8101 | | |
| Email | Johns@kuenyarch.com | | |
| Address | 10505 Corporate Drive, Suite 100 | | |
| City | Pleasant Prairie | State | WI |
| | | Zip + 4 | 53158-1605 |

| | | | |
|---|----------------------------------|----------------|------------|
| Contact person for all Purchase Orders and Billing | Monica Santos | | |
| Title | Administrative, Assistant | | |
| Phone | (262) 857-8101 | | |
| Email | monica@kuenyarch.com | | |
| Address | 10505 Corporate Drive, Suite 100 | | |
| City | Pleasant Prairie | State | WI |
| | | Zip + 4 | 53158-1605 |

APPENDIX E

REFERENCES

Vendor: Kueny Architects, LLC

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on a separate id page. **WisDOT employees must not be listed as references.**

| | |
|---|--|
| Company Name | City of Oshkosh Transportation |
| Address (include Zip + 4) | 926 Dempsey Trail Oshkosh, WI 54902-3489 |
| Contact Person | Jim Collins |
| Email Address | jcollins@oshkoshwi.gov |
| Phone Number | (920) 232-5342 |
| Product(s) Used and/or Service(s) Provided | Architectural and Engineering Services |

| | |
|---|--|
| Company Name | Kenosha County |
| Address (include Zip + 4) | 625 52nd St, Kenosha, WI 53140-3480 |
| Contact Person | Frank Martinelli |
| Email Address | Frank.Martinelli@kenoshacounty.org |
| Phone Number | (262) 818-5129 |
| Product(s) Used and/or Service(s) Provided | Architectural and Engineering Services |

| | |
|---|--|
| Company Name | City of West Allis |
| Address (include Zip + 4) | 7525 W Greenfield Ave., West Allis WI 53214-4648 |
| Contact Person | Melinda K. Dejewski, P.E. |
| Email Address | mdejewski@westalliswi.gov |
| Phone Number | (414) 302-8374 |
| Product(s) Used and/or Service(s) Provided | Architectural and Engineering Services |

| | |
|---|---|
| Company Name | City of Appleton Valley Transit System |
| Address (include Zip + 4) | 801 S. Whitman Avenue Appleton, WI 54914-4649 |
| Contact Person | Ronald C. McDonald |
| Email Address | ronald.mcdonald@appletonwi.gov |
| Phone Number | (920) 832-5800 |
| Product(s) Used and/or Service(s) Provided | Architectural and Engineering Services |

APPENDIX F

Designation of Confidential and Proprietary Information

The attached material submitted in response to the above indicated bid/proposal, includes proprietary and confidential information which qualifies as a trade secret, as provided in section 19.36(5) Wis. Stat., 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 bid/proposal are treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade Secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all of the following apply:

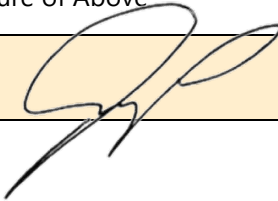
1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy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

We request that the following pages not be released:

| Section | Page Number | Topic |
|---------|-------------|-------|
| N/A | N/A | N/A |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

In the event the designation of confidentiality of this information is challenged, the undersigned agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the state harmless for any costs or damages arising out of the state's agreement to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of "confidential" in the bid/proposal response to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

| Name of Authorized Company Representative | Title | Phone |
|---|-------------------|--------------------|
| Jon Wallenkamp | Partner/Principal | (262) 857-8101 |
| Signature of Above | Date | Email |
|  | 01/05/2026 | jonw@kuenyarch.com |

Federal Clauses

for

Federal Contracts



**Prepared by the Wisconsin Department of Transportation Bureau of
Transit, Local Roads, Railroads and Harbors**

Effective Date: October 3, 2025

Table of Contents

Overview: All Federal Clauses in this document apply to this solicitation and subsequent award, in addition to the *Terms and Conditions* specified in this solicitation. By submitting a response to this solicitation, the Bidder is agreeing to all Federal Clauses included in this document.

Instructions: Review all the Federal Clauses and sign the Federal Clauses that require a "Bidder Signature". Bidders must attach this Federal Clauses document to the bid submission, along with the required signatures specified in the table below.

| No. | TITLE | BIDDER SIGNATURE REQUIRED |
|----------|--|---------------------------|
| 1 | SPECIAL NOTIFICATION REQUIREMENTS FOR STATES | - |
| 2 | LOBBYING | YES |
| 3 | GOVERNMENT-WIDE DEBARMENT AND SUSPENSION | YES |
| 4 | TAX LIABILITY CERTIFICATION | YES |
| 5 | PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT | YES |
| 6 | NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA) | - |
| 7 | DISADVANTAGED BUSINESS ENTERPRISE (DBE) | - |
| 8 | FLY AMERICA REQUIREMENTS | - |
| 9 | CHARTER BUS REQUIREMENTS | - |
| 10 | SCHOOL BUS REQUIREMENTS | - |
| 11 | CARGO PREFERENCE REQUIREMENTS | - |
| 12 | SEISMIC SAFETY REQUIREMENTS | - |
| 13 | ENERGY CONSERVATION REQUIREMENTS | - |
| 14 | CLEAN WATER REQUIREMENTS | - |
| 15 | ACCESS TO RECORDS AND REPORTS | - |
| 16 | FEDERAL CHANGES | - |
| 17 | BONDING REQUIREMENTS | - |
| 18 | CLEAN AIR | - |
| 19 | RECYCLED PRODUCTS | - |
| 20 | DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS | - |
| 21 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT | - |
| 22 | EQUAL EMPLOYMENT OPPORTUNITY | - |
| 23 | NO GOVERNMENT OBLIGATION TO THIRD PARTIES | - |
| 24 | PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS | - |
| 25 | TERMINATION | - |
| 26 | PRIVACY ACT | - |
| 27 | CIVIL RIGHTS REQUIREMENTS | - |
| 28 | BREACHES AND DISPUTE RESOLUTION | - |
| 29 | PATENT AND RIGHTS IN DATA | - |
| 30 | TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS | - |

| | | |
|----|---|---|
| 31 | INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS | - |
| 32 | DRUG AND ALCOHOL TESTING | - |
| 33 | SAFE OPERATION OF MOTOR VEHICLES | - |
| 34 | ADA ACCESS | - |
| 35 | VETERANS EMPLOYMENT | - |
| 36 | FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES | - |
| 37 | TRAFFICKING IN PERSONS | - |
| 38 | SOLID WASTES (RECOVERED MATERIALS) | - |
| 39 | DOMESTIC PREFERENCE FOR PROCUREMENT | - |

1. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

FTA Master Agreement

Federal grant monies (\$80,000) fund this contract, in whole or in part (Section 5304). As such, agencies receiving such funds and contractors awarded contracts that use such funds must comply with certain Federal certifications and clause requirements. This includes, for purchases of rolling stock over \$150,000, compliance with Buy America Act requirements, including pre-award and post-delivery audit requirements and certifications, as well as requirements and certifications applicable under the Federal Motor Vehicle Safety Standard (FMVSS). It is the contractor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the Issuing Agency for the instant procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. The full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "ProcurementPro." The website address is: <http://www.nationalrtap.org/>.

2. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

Lobbying Certification and Disclosure of Lobbying Activities for Third Party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Contractors who apply or bid for an award of \$50,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31

U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)


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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

| | |
|---|---|
| Date | 01/05/2026 |
| Name of Contractor's Authorized Official | Jon Wallenkamp |
| Signature of Contractor's Authorized Official |  |
| Title of Contractor's Authorized Official | Partner/Principal |
| Company Name | Kueny Architects LLC |

3. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

CFR part 180

CFR part 1200

CFR § 200.213

CFR part 200 Appendix II (I) Executive Order 12549

Executive Order 12689

Background and Applicability

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Flow Down

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

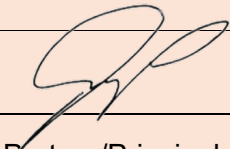
- A. Debarred from participation in any federally assisted Award;
- B. Suspended from participation in any federally assisted Award;
- C. Proposed for debarment from participation in any federally assisted Award;
- D. Declared ineligible to participate in any federally assisted Award;
- E. Voluntarily excluded from participation in any federally assisted Award; or
- F. Disqualified from participation in any federally assisted Award.

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

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined

by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

| | |
|---|---|
| Date | 01/05/2026 |
| Name of Contractor's Authorized Official | Jon Wallenkamp |
| Signature of Contractor's Authorized Official |  |
| Title of Contractor's Authorized Official | Partner/Principal |
| Company Name | Kueny Architects LLC |

4. TAX LIABILITY CERTIFICATION

This certificate applies to all contracts. Offers that do not include this completed certification will be rejected as nonresponsive.

The Proposer certifies that:

1. It has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;
2. It has not been convicted of a felony criminal violation under any federal law within the preceding 24 months; and
3. It shall require that the language of this certification be included in the award documents for all subcontractors and material suppliers at all tiers, and that all subcontractors and material suppliers shall certify and disclose accordingly.

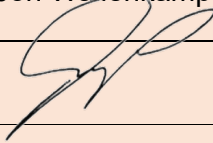
The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

| | |
|---|---|
| Date | 01/05/2026 |
| Name of Contractor's Authorized Official | Jon Wallenkamp |
| Signature of Contractor's Authorized Official |  |
| Title of Contractor's Authorized Official | Partner/Principal |
| Company Name | Kueny Architects LLC |

5. PROHIBITION ON PROVIDING OR USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
Section 889

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not:

- (a) provide "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as part of its performance under this Contract, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or
- (b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Contract, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

| | |
|---|--|
| Date | 01/05/2026 |
| Name of Contractor's Authorized Official | Jon Wallenkamp |
| Signature of Contractor's Authorized Official |  |
| Title of Contractor's Authorized Official | Partner/Principal |
| Company Name | Kueny Architects LLC |

6. NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION (FTA)

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§180.220 and 1200.220.

- 4) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 5) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 6) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has

knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18

Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The current federal DBE program has been suspended by the U.S. Department of Transportation pursuant to interim final rule (FR Document 2025-19426, 90 FR 48116-48117). Accordingly, for federally funded proposals, no federal DBE program requirement will be applied.

8. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Applicability to Contracts

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under 10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language: The relevant statutes and regulations do not mandate any specified clause or language. FTA proposes the following language.

Fly America Requirements - 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.

9. CHARTER BUS REQUIREMENTS

49 U.S.C. 5323(d)
49 CFR Part 604

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts. Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

Charter Service Operations - The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.

Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

10. SCHOOL BUS REQUIREMENTS

49 U.S.C. 5323(F)
49 CFR Part 605

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

School Bus Operations - Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

11. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241
46 CFR Part 381

Applicability to Contracts: The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Cargo Preference requirements apply to all subcontracts when the subcontract may be

involved with the transport of equipment, material, or commodities by ocean vessel.

Model Clause/Language: The MARAD regulations at 46 CFR 381.7 contain suggested contract clauses. The following language is proffered by FTA.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:

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

12. SEISMIC SAFETY REQUIREMENTS

**42 U.S.C. 7701 et seq. 49
CFR Part 41**

Applicability to Contracts: The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language: The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

13. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
2 CFR Part 1201**

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all Third-Party contractors and their

contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

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

14. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water –

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$50,000 financed in whole or in part with Federal assistance provided by FTA.

15. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
- C. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- D. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- E. 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.
- F. 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 18 CFR 18.39(i)(11).
- G. FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

| | Operational Service Contract | Turnkey Contract | Construction Contract | Arch. or Engineering Contract | Rolling Stock Contract | Professional Service Contract |
|--|--|--|---|--------------------------------------|-----------------------------------|--------------------------------------|
| State Grantees | | | | | | |
| Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000) | None | Those imposed on state pass thru to Contractor | None | None | None | None |
| Contracts above \$100,000/Capital Projects | None unless ¹ non-competitive award | Those imposed on state pass thru to contractor | Yes, if non-competitive award or if funded thru ² 5307, 5309, 5311 | None unless non-competitive award | None unless non-competitive award | None unless non-competitive award |
| Non-State Grantees | | | | | | |
| Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000) | Yes | Those imposed on non-state Grantee pass thru to Contractor | Yes | Yes | Yes | Yes |
| Contracts above \$100,000/Capital Projects | Yes | Those imposed on non-state Grantee pass thru to Contractor | Yes | Yes | Yes | Yes |

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

16. FEDERAL CHANGES

2 CFR Part 1201

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

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 Master 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.

17. BONDING REQUIREMENTS

Applicability to Contracts: For those construction or facility improvement contracts or subcontracts exceeding \$250,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

- A. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:
 - 1) 50% of the contract price if the contract price is not more than \$1 million;
 - 2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million;
or
 - 3) \$2.5 million if the contract price is more than \$5 million.
- D. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down Requirement: Bonding requirements flow down to the first tier contractors.

Model Clauses/Language: FTA does not prescribe specific wording to be included in Third Party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

- A. Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and

listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

- B. Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by **(Recipient)** as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and **(Recipient's)** total damages, so as to make **(Recipient)** whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

A. Performance bonds

- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the **(Recipient)** determines that a lesser amount would be adequate for the protection of the (Recipient).
- 2) The **(Recipient)** may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

B. Payment bonds

- 1) The penal amount of the payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million.
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is more than \$5 million.
- 2) If the original contract price is \$5 million or less, the **(Recipient)** may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the **(Recipient's)** interest.

- A. The following situations may warrant a performance bond:

- 1) **(Recipient)** property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
 - 2) A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
 - 3) Substantial progress payments are made before delivery of end items starts.
 - 4) Contracts are for dismantling, demolition, or removal of improvements.
- B. When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:
- 1) The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
 - 2) The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.
- C. A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.
- D. When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:
- 1) The penal amount of payment bonds shall equal:
 - i. Fifty percent of the contract price if the contract price is not more than \$1 million;
 - ii. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - iii. Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

- A. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents.

All work not so conforming to these standards shall be considered defective. If required by the **[Project Manager]**, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty

workmanship during the period of the guarantee at no cost to **(Recipient)**. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment **[as provided in Item X below]**, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to **(Recipient)** written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract.

These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

18. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

19. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 18 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

Clause Language - Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii)
- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (C) In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - (v)
- (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding

The Recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project).

Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph C (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts "financed at least in part by loans or grants from ... the [Federal] Government." 40 USC

3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 18 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 18 CFR 18.36(i)(6)), the Act no longer applies to any "contract in an amount that is not greater than \$100,000." 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act's requirements are satisfied.

Clause Language - Contract Work Hours and Safety Standards

- (1) Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages** - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

22. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over

\$2,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language:

Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- A. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- B. Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- C. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- D. Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- A. Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 - 1. Race,
 - 2. Color,
 - 3. Religion,
 - 4. National origin,
 - 5. Disability,
 - 6. Age,
 - 7. Sexual origin,
 - 8. Gender identity, or
 - 9. Status as a parent, and
- B. Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1. Recruitment advertising, recruitment, and employment,
 - 2. Rates of pay and other forms of compensation,
 - 3. Selection for training, including apprenticeship, and upgrading, and
 - 4. Transfers, demotions, layoffs, and terminations, but
- C. Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and **Equal Employment Opportunity Requirements for Construction Activities.**

In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third-Party Participant will comply, with:

- A. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity,

Department of Labor," 41 C.F.R. chapter 60, and

- B. Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

23. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

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

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

49 U.S.C. 5307

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

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.

25. TERMINATION

2 CFR Part 1201

2 CFR 200

FTA Circular 4220.1G

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- A. Termination for Convenience (General Provision) The **(Recipient)** 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 **(Recipient)** to be paid the Contractor. If the Contractor has any property in its possession belonging to the **(Recipient)**, the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- B. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the **(Recipient)** may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the **(Recipient)** 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, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- C. Opportunity to Cure (General Provision) The **(Recipient)** 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 (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within **[ten (10) days]** after receipt by Contractor of written notice from **(Recipient)** setting forth the nature of said breach or default, **(Recipient)** 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 **(Recipient)** from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- D. Waiver of Remedies for any Breach In the event that **(Recipient)** elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by **(Recipient)** shall not limit **(Recipient)'s** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- E. Termination for Convenience (Professional or Transit Service Contracts) The **(Recipient)**, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- F. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the **(Recipient)** may terminate this contract for default. The **(Recipient)** shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the

fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

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

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

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

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

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

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

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

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

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

26. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts: When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Privacy Act requirements flow down to each Third Party contractor and their contracts at every tier.

Model Clause/Language: The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

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

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third-party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

The following requirements apply to the underlying contract:

- A. 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.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1) 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.

- 2) 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.
- 3) 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.

C. 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.

28. BREACHES AND DISPUTE RESOLUTION

2 CFR Part 1201

FTA Circular 4220.1G

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA Third Party contracts.

- A. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Recipient. This decision shall be final and conclusive unless within **[ten (10)]** days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Recipient.

In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

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

- C. **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- D. **Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
- E. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

29. PATENT AND RIGHTS IN DATA

2 CFR Part 1201

37 CFR Part 401

49 CFR Part 19

Applicability to Contracts: Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Patent and Rights in Data requirements apply to all contractors and their contracts at every tier.

Model Clause/Language: The FTA patent clause is substantially similar to the text of 49 C.F.R. Part 19, Appendix A, Section 5, but the rights in data clause reflects FTA objectives. For patent rights, FTA is governed by Federal law and regulation. For data rights, the text on copyrights is insufficient to meet FTA's purposes for awarding research grants. This model clause, with larger rights as a standard, is proposed with the understanding that this standard could be modified to FTA's needs.

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

A. Rights in Data - This following requirements apply to each contract involving experimental, developmental or research work:

- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.
- 2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

- (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
- (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.
 - (1) Any subject data developed under that contract, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

- (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained.

If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

- 1) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 2) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
- 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
- 3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

30. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- (a) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and

equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection

- (1) however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a) or
- (2) for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

31. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1G

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

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 4220.1G 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

32. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331 49 CFR Part 655

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements.

- A. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655.
- B. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules.
- C. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses - Drug and Alcohol Testing

The contractor agrees to:

- A. Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
 - B. Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
 - C. Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.
-

33. SAFE OPERATION OF MOTOR VEHICLES
23 U.S.C. part 402
Executive Order No. 13043 Executive Order No. 13513
U.S. DOT Order No. 3902.10

Applicability to Contracts

The Safe Operation of Motor Vehicles requirements apply to all federally funded Third Party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each Third Party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each Third Party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its Third Party agreements supported with Federal assistance.

Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all Third Party contractors at every tier.

Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.

Safe Operation of Motor Vehicles Requirements -

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

34. ADA ACCESS
49 USC 531 (d)

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all Third Party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

Access Requirements for Persons with Disabilities

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made

in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

35. VETERANS EMPLOYMENT

FTA Circular 4220.1G (Chapter IV) 49 USC §5325(K)

Applicability to Contracts: The Veterans Employment provisions apply to all construction contracts.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

36. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

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

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

37. TRAFFICKING IN PERSONS

Contractor and its subcontractors or their employees shall not:

- A. Engage in severe forms of trafficking in persons during the Contract Term;
 - B. Procure a commercial sex act during the Contract Term; or
 - C. Use forced labor in the performance of the Contract. Contractor shall inform **AGENCY** immediately of any information Contractor receives from any source alleging a violation of a prohibition in this section. **AGENCY** may terminate this Contract for any violation of this section; such right of termination is in addition to all other remedies for noncompliance that are available to the **AGENCY**
-

38. SOLID WASTES (RECOVERED MATERIALS)

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

39. DOMESTIC PREFERENCE FOR PROCUREMENT **(2 CFR 184, 2 CFR 200.322 & 2 CFR Appendix II (L))**

Contract must comply with 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

APPENDIX K

Insurance

Describe the Offeror's current liability insurance program:

All liability insurance through Hartford Underwriters Insurance Company. Refer to attached Certificate of Liability Insurance.

Provide the name of all insurance companies which currently provide the Offeror

| Name of Company | Type |
|---|---|
| Commercial General Liability, Automobile Liability and Umbrella Liability | Hartford Underwriters Insurance Company |
| Workers Compensation and Employers' Liability | Hartford Casualty Insurance Company |
| Professional Liability Claims | Hartford Fire Insurance Company |

Does the Offeror anticipate any problem with meeting the minimum insurance requirements specified in **this RFP?**

Yes

No

APPENDIX L

RECORD KEEPING

Briefly describe the Offeror's record-keeping capabilities as they relate to this contract.

Be sure to include:

- Reimbursement request process
 - Tracking and providing eligible costs to WisDOT based on budgets and Scope of Work
 - How driver logs and trips are tracked
- Audits
- Cash Management
 - How are fares collected and internal processes in counting cash and keeping it safe

Insert text here:

Kueny Architects is a Limited Liability Company. All financial record keeping is done by the partners.

Transmittal Page

Per page 42 instructions, this transmittal page identifies the following information, specifically:

- A. Provide proposer's organization information.
 - a. Name and title of Proposer representative: Jon Wallenkamp
 - b. Name and address of company: Kueny Architects LLC 10505 Corporate Drive, Suite 100, Pleasant Prairie, WI 53158
 - c. Telephone number, fax number, and email address: (262) 857-8101, Fax (262) 857-8103, jonw@kuenyarch.com

- B. Provide a signed and completed Personal Signature Page Appendix B: See Page 13 of proposal.

- C. Provide a confirmation that the information contained in the offeror's proposal is accurate and complete as the date of submission; that the information is true and reasonably verifiable as the date of submission; and the Offeror is willing to comply with all contractual requirements: As directed by the RFP, all information in this proposal is accurate and complete as of the date of submission and our Team is willing to comply with all stated contractual requirements.

- D. Provide confirmation of acknowledgement the receipt of RFP addenda: None has been issued.

- E. Provide a statement acknowledging the proposal conforms to all requirements of the agency including procurement rules and procedures articulated in the RFP: To the best of our knowledge, we have provided the necessary documents and responses to satisfy the requirements of this RFP # WFS2026.

7.1 – 7.5. Letter of Interest

January 05, 2026

Ron Schuenke Wausau Metro Ride Transit Director
420 Plumer Street
Wausau, WI 54403
715-261-6565 Ronald.Schuenke@wausauwi.gov

Regards **RFP #WFS2026, Facility Condition
Assessment & Feasibility Study**



City of Dubuque, Jule Transit (FTA Funded)

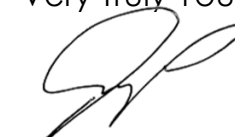
Dear Selection Team,

Thank you for the opportunity to present our architectural and engineering services to the City of Wausau. Enclosed, you will find our response to your Request for Proposal. **As the preeminent leader in the field of municipal planning, our firm, Kueny Architects L.L.C.** has delivered numerous Transit projects ranging in size from 3,000 square feet to over 100,000 square feet across the Midwest. In Wisconsin and Iowa, some of our current and past **Transit Facility Planning** projects include:

Madison Metro Valley Transit Appleton Oshkosh Go Transit Davenport Citi Bus Dubuque-Jule

We understand the City is looking to develop a new or renovated Transit Facility to house a battery electric fleet at its current Plumer Street location or at a new site. I encourage you to contact any of our references listed in this response and to take a tour of some of our past and present City and County facilities. For your information, we recently completed the **Village of Weston Municipal Services Center** and are currently designing a new Transit Facility for Go Transit in Oshkosh. Past clients can attest to our reputation for delivering high quality professional services For your review, We look forward to discussing this proposal further.

Very Truly Yours,



Jon P. Wallenkamp, AIA ALA, Partner

7.1 – 7.5. Firm Profile – General Information

KUENY ARCHITECTS, L.L.C.

10505 CORPORATE DRIVE – SUITE 100, PLEASANT PRAIRIE, WI 53158
PHONE: (262) 857-8101 FAX: (262) 857-8103

PRINCIPALS:

JON P. WALLENKAMP, AIA, ALA – **Project Manager** – 100% Involvement, Contact
JOHN F. SCHMIDBAUER, PE – Structural Engineer

Kueny Architects was born out of a private practice founded in 1959 by Robert M. Kueny. In 2000, Mr. Kueny established Kueny Architects, LLC so that his practice and love of architecture would continue. The current principals of the firm had worked for Robert for over a decade at the time.

In the six decades of existence, this office has completed hundreds of projects in and out of the Kenosha Area. Our **Project Team** consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have been working together for over 34 years. **They have produced all the projects included in this proposal.** Our Civil and MEP Sub-Consultants have been on our Team for several years providing cost effective solutions for Municipalities across the Midwest.

INSURANCE COVERAGE:

Workers Compensation

Hartford Insurance Company (The Hartford)
Statutory Limits of Wisconsin
Employer's Liability (per accident): \$ 1,000,000
Disease (per employee): \$ 1,000,000
Disease Policy Limit: \$ 1,000,000

Professional Errors & Omissions:

Hartford Insurance Company (The Hartford)
\$ 5,000,000 / occurrence; \$ 5,000,000 aggregate

Business Owners Insurance:

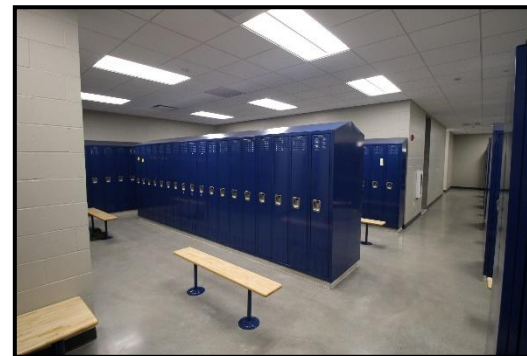
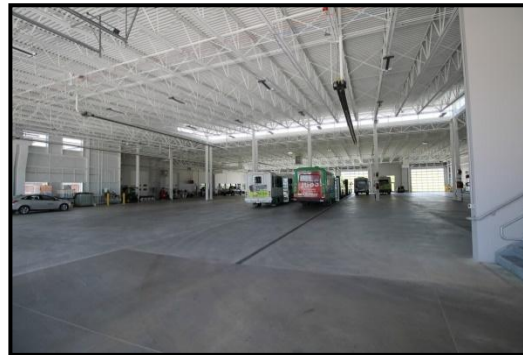
Hartford Insurance Company (The Hartford)
General Aggregate: \$ 2,000,000
Products – Completed Operations: \$ 3,000,000
Each Occurrence: \$ 1,000,000
Medical Expenses (any one person): \$ 5,000
Personal/Advertising Injury: \$ 1,000,000
Hired / Non-owned Auto: \$ 1,000,000
Excess / Umbrella Liability: \$ 5,000,000



7.6 Firm Qualifications & Experience

Kueny Architects LLC is a full service Architectural & Engineering firm located in southeastern Wisconsin. Founded in 1959 by local architect Robert M. Kueny. Kueny Architects has experience in a wide range of building types. Recently marking its 66th year, the firm has completed over four million square feet of Government Projects across the Midwest in the last 35 years. Our specific experience with these facilities can be seen in the successful projects shown in this proposal. We approach the planning and engineering of buildings with a philosophy that has not changed for 66 years!

Our **Project Team** consists of partners, Jon Wallenkamp, architect and John Schmidbauer, engineer, who have been working together for over 35 years. **They have produced all the projects included in this proposal.** Our Civil and MEP Sub-Consultants have been on our Team for several years providing cost effective solutions for Municipalities across the Midwest.



7.7 – 7.9. Service Background and History

7.7 Other Transportation Services Under Contract: Does Not Apply

7.8 Project Understanding

Kueny Architects is pleased to submit this proposal for professional architectural and engineering services to perform a site and facility condition assessment study to determine whether the existing transit garage at 420 Plumer Street should *support future* Metro Ride needs of a modernized **electric fleet** or be located elsewhere. The current maintenance facility stores 25 full-sized buses, 5 paratransit buses and space for all Metro Ride offices and administrative staff. While its “public” services are located at 555 Jefferson Street, the Plumer Street facility consists of an aged facility nonconductive to public interaction. *The goal of the study is to determine the feasibility of upgrading the facility to store and maintain its existing fleet as well as an electric fleet.* Our Team will analyze the pros and cons of renovation costs versus constructing a new facility elsewhere. The project consists of the following tasks, specifically.

Task 1. Existing Conditions Analysis - Modernizing the Plumer Street Facility.

Task 2. Interviews – Feasibility of Renovations Versus New Construction. Establish Suitability Factors for a New Location.

Task 3. Cost Benefit Analysis of Possible Options. Establish a Capital Improvement Plan (CIP).

Task 4. Space Needs Assessment – Renovated Plumer vs New Facility – Review a List of (4) Potential Sites.

Task 5. Facility Findings Option by Option Costs, & Multiple Site Analyzes Report

Task 6. Present findings to the Wausau Transit Commission, and possible Wausau City Council and Wausau MPO.



Scope of Services

Task 1. – Existing Conditions Analysis - Modernizing the Plumer Street Facility

Site and Facility Assessment

The goal of this portion of the study is to **define the current inadequacies of the building**. Systems analyzed include HVAC, electrical, hydraulic, fire protection, security systems and structural analysis's will be reviewed in terms of their current condition/adequacy, projected useful life, and any corrective renovation action required along with the projected cost. Base site and environmental considerations will also be studied. Site and Facility conceptual plans will be generated from existing documents and/or measurements done on site and any service records will be reviewed during the interview process to establish prior repairs and planned improvements. Additional components under review include capital equipment such as maintenance lifts, exhaust removal, and any other mechanic related spaces and equipment.

Task 2. – Interviews- Feasibility of Renovations Versus New Construction

1. The goal of this portion of the study is to **estimate the general replacement needs** in order to continue operations into the future as well as accommodate the needs of the proposed battery electric fleet. We will meet with Metro Ride Transit staff and determine the necessary spatial requirements, improvements, and upgrades for the programmed spaces including bus storage, office/s, workstations, ADA compliant entry/exits and amenities. Additionally, we will review maintenance garage bays, capital equipment, wash bay, lighting, plumbing and electrical. We will also assess the necessary mechanical upgrades such as exhaust removal, air exchange units, and garage heaters. As a team we will assess the strengths and weaknesses of the proposed improvements, make refinements, and offer cost-effective alternatives as they arise.
2. Our Team will utilize our 8-point site suitability matrix. Basic factors include cost, ability to meet the needs of Metro Ride, centrality, site considerations, zoning, adjoining neighborhood, and land acquisition..

Task 3. – Cost Benefit Analysis of Possible Options

The primary purpose of Tasks 1 and 2 is to determine the existing condition and potential needs of continuing operations at the Plumer location. From the data, our Team will be able to produce a “spatial worksheet” identifying

the current and proposed space requirements and needed system improvements. Findings from the worksheet are used to produce multiple conceptual scenarios. As options are refined, cost projections are estimated and used to steer the project into one, two or three conceptual options. Once completed, conceptual plans will be developed within the confines of a projected single or multiple-year Capital Improvement Plan (CIP) i.e., 1, 3-to-5 or 10, 20-year schedule. Also, per the RFP, a “high level” projected cost associated with annual capital and operating costs will be submitted for the building and infrastructure for maintaining the fleet. This percentage will be conceptualized once all the data is in.

Task 4. – Space Needs Assessment - Renovated Plumer vs New Facility - Review a list of (4) Potential Sites

Once the “spatial worksheet” and conceptual block diagram/s have been developed from Tasks 2 and 3, our Team will continue assessing the operating feasibility of the Plumer Street site versus an entirely new location. Specifically, we will:

1. Assess the conditions of the current site and **Create a base plan** generated from field measurements, drawings on file, either paper or electronic, survey/s, geo-technical report, and GIS Mapping Data. Initial documentation includes data such as property lines, site features, utility locations, storm water, site circulation, public and private access points, and turn radiuses.
2. Once the current site size and characteristics is determined, we will investigate possible neighboring acquisitions (if needed) and several new facility locations provided to us from the City (up to 4).
3. Each site will be issued a grade derived from our multi-point inspection process including features i.e., size, location (distance from primary workload), cost of acquisition, grade, (level/sloped), site encumbrances, (stop lights, railroad tracks, road capacity, etc.), neighboring properties, zoning and ingress/egress.
4. As a Team, assess the pros and cons of each site including the existing site.
5. **Select a site and facility plan option** and continue revising the cost estimates.
6. Model the conceptual design into a 3-D computer model. This software can generate plans, rendering and animations for greater understanding of the final project.
7. Provide a final cost estimate and revise the **“spatial worksheet”** based on future projections. (Staffing and vehicle projections to be provided by the City).
8. **Additional Service:** With assistance from the City, we will perform an analysis of the impact on non-revenue miles compared to the existing site, vehicular accessibility and all environmental issues i.e., permitting, anticipated agency consultations, impact, soil investigations and delineations may be necessary with a newly selected site.

Task 5. – Facility Findings, Option by Option Costs & Multiple Site Analyzes Report

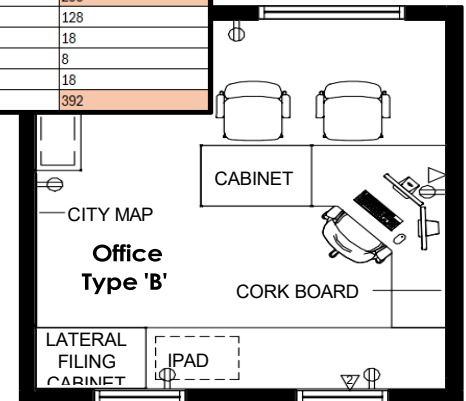
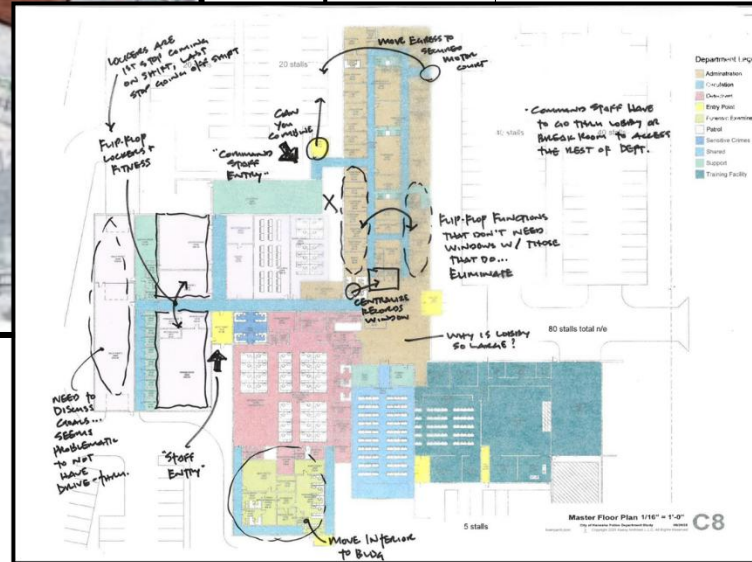
Task 1-4 Deliverables includes a narrative report of existing site and facility conditions, existing and proposed spatial worksheet, site by site evaluations along with development and verification of existing conceptual plans.

Task 6. – Present Findings

Present findings to the Wausau Transit Commission, and possibly the Wausau City Council and the Wausau MPO.



| ROOM | ROOM | ROOM | ROOM |
|------------------|-------|------|------|
| ADMINISTRATION | | | |
| CONFERENCE | J21 | | |
| CONFERENCE | J21 | | |
| RECEPTION | J21 | | |
| CHIEF OFFICE | J21 | | |
| TOILET/SHOWER | J21 | | |
| CHIEF SECRETARY | J2161 | 150 | |
| ADMIN. ASSISTANT | J2162 | 166 | |
| OFFICE | J2163 | 219 | |
| ADMIN CAPTAIN | J2164 | 166 | |
| FTO OFFICE | J2165 | 146 | |
| PIO OFFICE | J2166 | 144 | |
| | J2167 | 145 | |
| | J2168 | 149 | |
| | J2169 | 149 | |
| | J2170 | 149 | |
| | J2171 | 163 | |
| | J2172 | 163 | |
| | J2173 | 163 | |
| | J2175 | 321 | |
| | J2176 | 298 | |
| | J2177 | 128 | |
| | J2180 | 18 | |
| | J2181 | 8 | |
| | J2182 | 18 | |
| | J2183 | 392 | |



7.9 Service History – Past Transit Facility Projects

All the projects listed below began with an analysis of existing space needs and facilities assessment. In some cases, a reorganization of departmental space needs was the best option for the client. In other cases, a new facility or addition was more cost-effective. All have experienced radically improved operations in terms of efficiency, cost savings, and safety. In many cases, the project consolidated multiple departments from various sites into one consolidated facility.

City of Appleton - Appleton Valley Transit – 2020-2024

Project: The three-part project began with systems analysis and space needs assessment followed by construction documents, bidding, and construction oversight. The project added (3) new areas, (1) long service bay for articulated buses, (1) paint/body bay and additional bus storage. **(Partial FTA Funded)** Phase 1, currently under construction, contains a full office space addition and remodeling.

Cost: \$6,705,000 Area Addition: 16,850 s.f.

Contact: Ronald McDonald – General Manager
Phone: (920) 832-5800
Email: Ronald.McDonald@appleton.org



City of Madison – Metro Transit Upgrades – Ongoing 2018-2024

Project: Phase I – Service Lane: Cleaning, Fueling, Wash.
Phase II – Bus Repair Remodel.
Phase III – Office Amenities and Bus Parking Upgrade. **(Partial FTA Funded)**

Cost: \$6M - \$12M Area: Combined 168,000 s.f.

Contact: Jonathan Evans – Project Manager
Phone: 608-243-5893
Email: jevans@cityofmadison.com





City of Oshkosh GO Transit Downtown Transit Center – 2022

Project: Addition to the existing downtown transit center at Pearl Avenue and Market Street. Project included customer service and computer room, restrooms, office space, and a driver break room.

Cost: \$1,230,000 Area: 1,980 s.f.

Contact: Jim Collins – Transportation Director
Phone: (920) 232-5342
Email: jcollins@ci.oshkosh.wi.us



Jule Transit, Dubuque - Joint Operations & Training – 2019

Project: New fleet storage facility for 29 transit vehicles, manual wash bay, parts and tire storage, **staff offices, training room with bus simulator, washrooms** / locker rooms, and exterior training lot. Excellence in Energy Efficient Design Award recipient. **(Partial FTA Funded)**

Cost: \$ 5,856,570 \$141.29/s.f. Area: 41,450 s.f.

Contact: Jodi Johnson, Transportation Services Operations Supervisor
Phone: (563) 589-4198
Email: jjohnson@cityofdubuque.org



City of Eau Claire – Central Maintenance Facility Study and Space Needs - 2019

Project: Facility condition assessment and space needs master planning study for the central maintenance facility. This multi building, multi division analysis included review of the Transit Division. Building E on the CMF campus houses 33 staff members including 25 drivers, over 20 full size buses, and support spaces. Revised the existing transit storage garage to increase bus storage. Proposed facility addition to help in bus traffic patterns. The existing bus wash facility was reviewed, and a new design layout was proposed. The existing bus maintenance was also reviewed and reorganized to allow for larger bus movement. We are currently replacing two bus vehicle lifts. **(Partial FTA Funded)**

7.9. – Local Featured Project – Village of Weston

The Village of Weston Municipal Center is a local example of Kueny Architects LLC programming, planning site by site analysis, design services, and construction oversight.

Village of Weston – Municipal Center 2023

Project: The initial objective was to assess current and future spatial conditions of four operations at four locations throughout the Village. Among other priorities, the plan had to accommodate significant growth over the next 25 years.

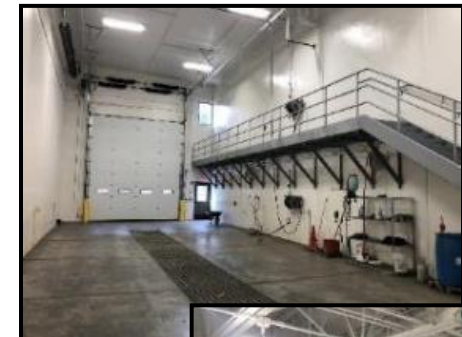
The new Municipal Center and its departments included Planning & Zoning, Treasurer, Finance, Clerk of Courts, Building Inspections, Vehicle Repair and Vehicle Storage along with other various departments. Facilities reviewed included Municipal/Village Hall, Safety Building, Parks & Recreation and Landfill.

We also conducted a structural analysis and engineering inspection of mechanicals, electrical and plumbing (MEP) of the two primary buildings. The deliverable was a report detailing the necessary spatial requirements, (MEP) and site improvements needed over the next 25 years. The report recommended minor improvements at the Safety building and that a new Municipal Center should be built. The Safety Building renovations were completed in 2020. Kueny Architects was selected to continue our services contract for the design and construction of the new facility. The facility was completed in 2023.

Cost: \$14,500,000

Area: 87,160 s.f. **A & E Fee:**
\$521,000

Contact: Mr. Michael Wodalski – Director of Public Works
Phone: (715) 359-6114 ext. 2636
Email: mwodalski@westonwi.gov



7.10 References (See Appendix E)

7.11 For dates of references and the services provided refer to 7.9

| <u>Name</u> | <u>Title</u> | <u>Agency</u> | <u>Email Address</u> | <u>Telephone</u> |
|----------------------|---|-----------------------|--|------------------|
| Jim Collins | City of Oshkosh Transportation Director | City of Oshkosh | jcollins@oshkoshwi.gov | (920) 232-5342 |
| Melinda K. Dejewski | City of West Allis Engineer | City of West Allis | MDejewski@westalliswi.gov | (414) 302-8374 |
| Matthew Maederer, PE | Director of Public Works Village Engineer | Village of Brown Deer | mmaederer@browndeerwi.org | (414) 357-0120 |
| Frank Martinelli | Engineering Projects Manager | Kenosha County | Frank.Martinelli@kenoshacounty.org | (262) 818-5129 |
| Jodi Johnson | Transportation Services Operations Supervisor | City of Dubuque | jjohnson@cityofdubuque.org | (563) 589-4198 |
| Ronald C. McDonald | General Manager | Valley Transit | Ronald.McDonald@appleton.org | (920) 832-5800 |

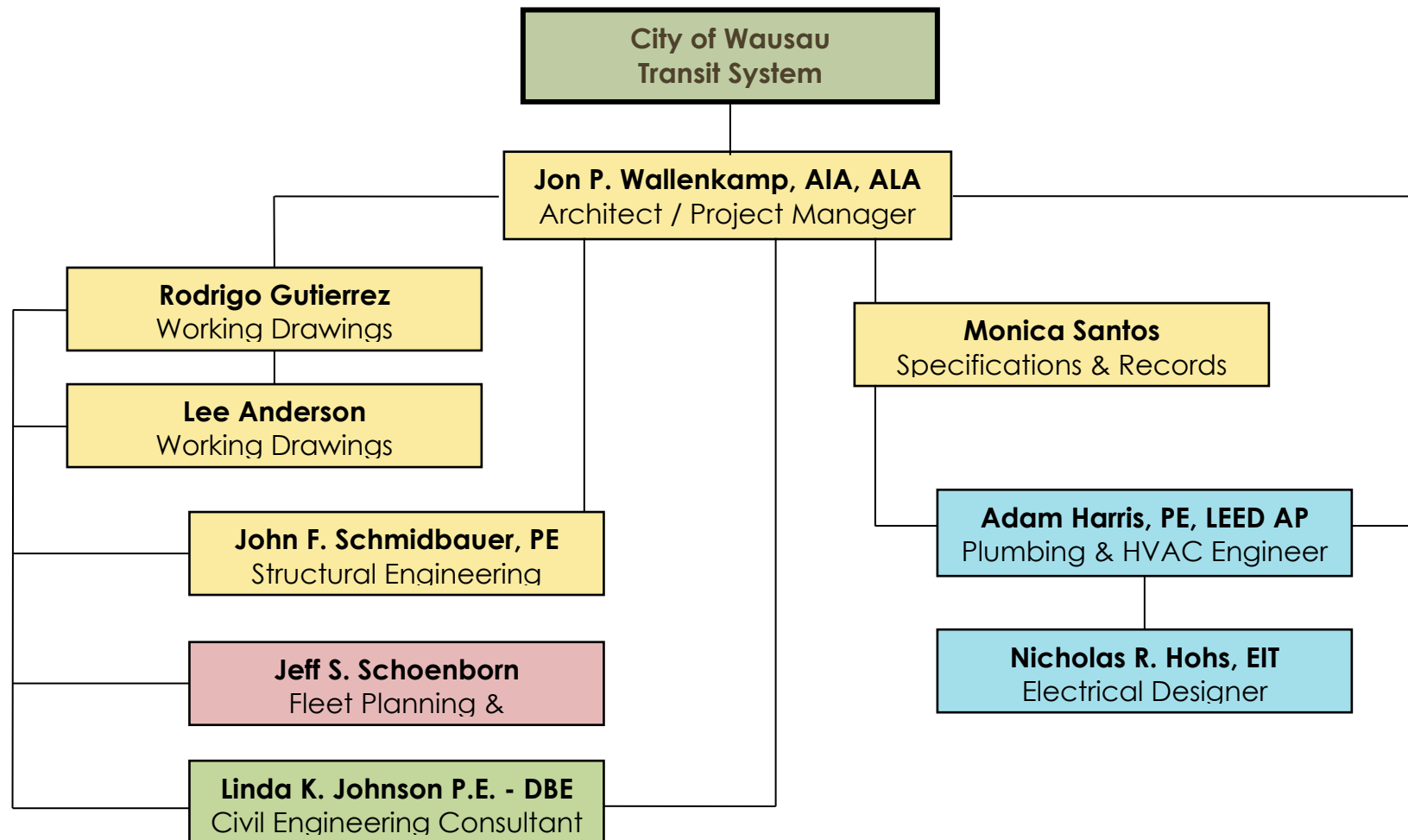
Meetings

Kickoff Meeting. Here we will conduct a meeting with appropriate staff, selected project coordinator (if applicable), and stakeholders.

Project Team Meeting. This short meeting often immediately follows the Kickoff Meeting. Our team members will meet with team members to explain the work plan, and ask any questions, i.e., requested information, access of buildings and equipment, project duration, and availability of team members.

Staff and Departmental Meetings. We will schedule regular meetings and or progress report meets when needed during the project.

7.12. Team Resumes – Kueny Architects – Organizational Chart



Kueny Architects, LLC – Principals - Pleasant Prairie, WI

Jon P. Wallenkamp, AIA, ALA – Principal – Architect – Project Manager

Programming and Design, Working Drawings, Specifications, Construction Observation

Education: B.S. Architecture – University of Wisconsin – Milwaukee
Experience: Planning Associates, Madison 1990-1991 – Intern Architect
Robert M. Kueny Architect - 1991 to 1999 – Project Manager
Kueny Architects, LLC – 2000 to present – Principal.
Registration: Wisconsin, Illinois, Michigan, Ohio
Affiliations: International Code Council
Publications: “Government Fleet” Magazine – May 2011
Engagements: APWA – 2012 Wisconsin and Illinois Chapter Conferences - Lecturer
Community: Boy Scout Troop #146 – Troop Leader, City of Wauwatosa, WI Historical Society – Board



Relevant Project Experience: Lead Architect/Project Manager

Kenosha County Center

Kenosha County Molinaro Building

City of Burlington Service Center

City of St. Peters Solid Waste Facility

Lake County DOT Weld Shop

Cedar Rapids Public Works Facility

Dane County Highway Facility / Site Design

City of Iowa City Facility Master Plan

Genoa City Village Hall and Police

Dunn County Transit Facility

Cedarburg Public Works Facility

Village of Brown Deer DPW Facility

City of Madison Metro Transit

City of Davenport Public Works Center

City of Kenosha McCarthy Transit Center

City of Dubuque Municipal Service Center

Town of Salem Highway and Fire Facility

Waukesha County Storage Building

Des Moines Public Works Facility

Grafton Water Utility Operations Building

City of Mequon Facility Planning Study

Village of Bayside Public Works

Madison Engineering Building Addition

Burnett County Highway & Forestry Facility

City of Elkhorn Public Works Facility

City of Dubuque Jule Transit Facility

City of Moline Municipal Service Center

ECIA / RTA Joint Operations Center

Village of Grafton Operations Center

Waterloo Iowa Public Works Facility

City of Oshkosh Public Works Facility

Davenport Citi-Bus Expansion & Renovation

Scott County Secondary Roads Facility

Jefferson County Satellite Highway Buildings

City of Mequon Highway Division Addition

Village of Caledonia Highway Facility

Ashland County Highway Addition

Wauwatosa DPW Office Remodeling

Valley Transit Center Appleton

John F. Schmidbauer, P.E. – Principal – Engineer

Structural Engineering, Working Drawings, Specifications

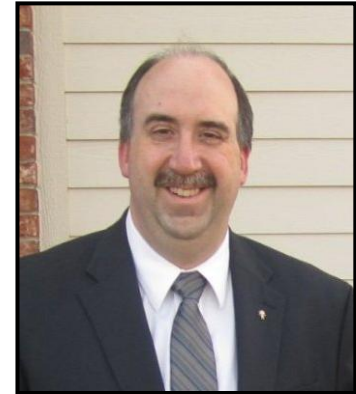
Education: B.S. Architectural Engineering – Milwaukee School of Engineering

Experience: Kapur & Associates, Milwaukee 1989-90 – Construction Surveying
Robert M. Kueny Architect – 1991 to 1999 – Project Manager
Kueny Architects, LLC – 2000 to present – Principal.

Registration: Wisconsin, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio

Affiliations: International Code Council
American Concrete Institute

Community: Kenosha YMCA – Board of Directors – 2002 - present
St. Mary Catholic Church – Parish Council – 2004-2010, Trustee Secretary – 2005-2009



Relevant Project Experience: *Lead Structural Engineer*

Valley Transit Center Appleton

City of Burlington Service Center
City of St. Peters Solid Waste Facility
Lake County DOT Weld Shop
Cedar Rapids Public Works Facility
Dane County Highway Facility / Site Design
City of Iowa City Facility Master Plan
Genoa City Village Hall and Police

Dunn County Transit Facility

Cedarburg Public Works Facility
Village of Brown Deer DPW Facility
Ashland County Highway Addition

City of Kenosha McCarthy Transit Center

City of Dubuque Municipal Service Center
Town of Salem Highway and Fire Facility
Waukesha County Storage Building
Des Moines Public Works Facility
Grafton Water Utility Operations Building
City of Mequon Facility Planning Study
Village of Bayside Public Works
Madison Engineering Building Addition
Burnett County Highway & Forestry Facility
City of Elkhorn Public Works Facility
Wauwatosa DPW Office Remodeling

Town of Burlington Fire Station #3

ECIA / RTA Joint Operations Center

Village of Grafton Operations Center
Waterloo Iowa Public Works Facility
City of Oshkosh Public Works Facility

Davenport CitiBus Expansion & Renovation

Ozaukee County Fairgrounds Buildings
Scott County Secondary Roads Facility
Jefferson County Satellite Highway Buildings
City of Mequon Highway Division Addition
Village of Caledonia Highway Facility

City of Dubuque Jule Transit Facility



7.12. Team Resumes – Kueny Architects, LLC Associates Staff

Rodrigo Gutierrez –Architectural Technician

Building Information Modeling, Working Drawings, Specifications

- Education: Bachelor of Architecture - Javeriana University of Colombia
- Experience: Architectural Design Firms in Columbia, South America – 1999 to 2001
Lakeview Construction - 2002 to 2008 – Architectural Services Manager
Kueny Architects, LLC - 2008 to present – Architectural Technician
- Languages: Spanish (Native Language) and English

Randall Schoen –Architectural Technician

Building Information Modeling, Working Drawings, Specifications

- Education: B.S. Architecture – Washington University, St. Louis
M.S. Architecture - University of Wisconsin – Milwaukee
- Experience: Kueny Architects, LLC - 2011 to present – Architectural Technician

Lee S. Anderson – Architectural Technician

Building Information Modeling, Working Drawings, Specifications, Digital Presentations

- Education: B.S. Architecture – University of Wisconsin – Milwaukee
- Experience: Kueny Architects, LLC – 2014 to present – Architectural Technician

Jeff S. Schoenborn – Programming, Planning, Design and Operations –

Programming, Space Planning, Operations and Design

- Education: B.S. Architecture – University of Wisconsin – Milwaukee
B.A. Business Administration – University of Wisconsin - Milwaukee
- Experience: Operations & Design Consultant for 30 years to various A&E firms Nationwide
Maximus (DMG/Maximus) – Senior Architectural Programming & Planning Consultant

7.12. Team Resumes – Plumbing, Mechanical, Electrical, Civil Consultants

Relevant Project Experience:

| | | |
|---|--|--|
| Village of Pewaukee Public Works Facility | Sun Prairie Utilities Operations Center | City of Oshkosh Parks Facility |
| City of Aurora Public Works Facility | City of Verona Public Works Facility | Village of Weston Municipal Center |
| City of Sterling Heights Public Works | City of West Des Moines Operations Center | Portage County Highway Addition/Remodel |
| Village of Brown Deer DPW Facility | Cedarburg Public Works Facility | Burnett County Highway & Forestry Facility |
| Village of Caledonia Highway Facility | Village of Bayside Public Works | Village of Little Chute Municipal Service Center |
| City of Mequon Highway Division Addition | Jefferson County Satellite Highway Buildings | Village of Pewaukee DPW Study |
| Valley Transit Center Appleton | City of Whitewater DPW Study | City of Eau Claire Public Works Study |
| Dubuque Jule Transit – Joint Operations | North Shore Fire/Rescue – Sta. #83 Remodel | Town of Burlington – Sta. #2 Addition/Remodel |
| Twin Lakes Village Hall | Genoa City Village Hall and Police | Village of Weston Safety Building Remodel |
| Waukesha County Communications Addition | Kenosha County Sheriff Storage Building | Ozaukee County Justice Center Addition |
| Ozaukee County – Covered Bridge Park | Ozaukee County – Lion’s Den Park Pavilion | Oshkosh GO Transit – Transfer Building |

Adam Harris, P.E., LEED AP – Root Engineering - Plumbing, Mechanical, and Fire Protection Engineering

Plumbing and Mechanical Engineering

Education: B.S. Mechanical Engineering – Texas A&M University – 2002

Experience: Victor Machine Works – Mechanical Engineer – 2002 - 2003
Industrial Facilities Engineering – Project Manager – 2003 - 2006
Root Engineering Services – Mechanical Engineer – 2005 - 2009
Root Engineering Services - Principal – 2009 to present.

Registration: Licensed Professional Engineer in 21 states.

Affiliations: Member of NCEES, ASHRAE.

Accreditations: LEED Accredited Professional – Building Design + Construction v3.0
Registered City of Chicago Energy Professional

Nicholas R. Hohns E.I.T. – Root Engineering - Electrical Design

Electrical Design

Education: B.S. Electrical Engineering – University of Alabama, Tuscaloosa, AL – 2018, *summa cum laude*

Experience: Root Engineering Services - 2017 – MEP Intern
Root Engineering Services – 2018 to present – MEP Consulting Engineer

7.12. Team Resumes – Civil Engineering Consultant

Linda K. Johnson, P.E. – Civil Engineering Consultant

Civil Site Design, Storm Water Management and Erosion Control – Office Location: Cedarburg, WI

Education: B.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1987
M.S. Civil and Environmental Engineering – University of Wisconsin - Madison – 1989
M.B.A. – University of Wisconsin – Milwaukee - 2002

Experience: Harza Engineering 1989-1991
STS Consultants, Ltd – 1991-2001
Key Railroad Development, LLC – 2001-2002
Terra Tec Engineering (Principal) – 2002-present

Registration: Wisconsin, Iowa

Publications: *Interaction of Inorganic Leachate with Compacted Pozzolanic Fly Ash*
Journal of Geotechnical Engineering, Vol. 118, No. 9, September 1992.
Effects of Volatile Organic Compounds on Clay Landfill Liner Performance
Waste Management & Research, 1991.

Presentations: *Comparison of Four Cover Systems for Fly Ash Monofills*
Presented at the 20th International Madison Waste Conference, April 1998, UW-Madison.

Relevant Project Experience:

Village of Weston Municipal Center
City of Elkhorn Public Works Facility
City of Mequon Highway Division Addition
City of Oshkosh Public Works Facility
City of Sterling Heights Public Works
Cedarburg Public Works Facility
Waukesha County Communications Addition
Jefferson County Satellite Highway Buildings
Village of Grafton Operations Center
Twin Lakes Village Hall

Valley Transit Center Appleton
Wauwatosa DPW Office Remodeling
Burnett County Highway & Forestry Facility
Dubuque Jule Transit – Joint Operations
Village of Bayside Public Works
Dunn County Transit Facility
Kenosha County Sheriff Storage Building
Waterloo Iowa Public Works Facility
Grafton Water Utility Operations Building
Scott County Secondary Roads Facility



7.13. Kueny Architects has no volunteer staff.

7.14. Paid Staff: 7 Full-time, No Part-time

7.16. Insurance documentation: See Appendix K Page 49

7.17. Record Keeping: See Appendix L Page 50

7.19. – 7.20. Appendix I, G and H

7.19. – 7.20.

We have reviewed Appendix G the Standard Terms & Conditions (DOA-3054 (R08/2016) and accept all conditions.

We have reviewed Appendix H the Supplemental Standard Terms & Conditions for Procurements for Services (DOA-3681 (R01/2022) and accept all conditions.

APPENDIX G

STANDARD TERMS & CONDITIONS (DOA-3054 (R08/2016))

- 1.0 SPECIFICATIONS:** The specifications in this request 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, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding 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 bidder's/proposer's letterhead, signed, and attached to the 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 bidders/proposers shall be held liable.
- 3.0 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 prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin 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 State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office 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 office.

- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

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.

A good faith dispute creates an exception to prompt payment.

- 12.0 TAXES:** The State of Wisconsin and its agencies 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 State of Wisconsin, including all its agencies, 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 State of Wisconsin 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.

- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.
- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor 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. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin 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 procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles 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 State of Wisconsin (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.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 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.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to 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.

- 25.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 26.0 PUBLIC RECORDS ACCESS:** It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.
- 27.0 PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1** 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 State of Wisconsin.
- 27.2** Any material submitted by the vendor in response to this 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 on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 DISCLOSURE:** If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 RECYCLED MATERIALS:** The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.
- 30.0 MATERIAL 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).
- 31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 32.0 HOLD HARMLESS:** The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages

received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

- 33.0 FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 34.0 WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.
- 35.0 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.

APPENDIX H

Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681 (R01/2022))

1.0 ACCEPTANCE OF BID/PROPOSAL CONTENT: The contents of the bid/proposal of the successful contractor will become contractual obligations if procurement action ensues.

2.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this bid/proposal, the bidder/proposer certifies, and in the case of a joint bid/proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

2.2 Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder/proposer or to any competitor; and

2.3 No attempt has been made or will be made by the bidder/proposer to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

2.4 Each person signing this bid/proposal certifies that: He/she is the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above; (or)

He/she is not the person in the bidder's/proposer's organization responsible within that organization for the decision as to the prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate in any action contrary to 2.1 through 2.3 above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to 2.1 through 2.3 above.

3.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

3.1 Prior to award of any contract, a potential contractor shall certify in writing to the procuring agency that no relationship exists between the potential contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the potential contractor will not be adverse to the interests of the state.

3.2 Contractors shall agree as part of the contract for services that during performance of the contract, the contractor will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the contractor will not be adverse to the interests of the state.

4.0 DUAL EMPLOYMENT: Section 16.417, Wis. Stats., prohibits an individual who is a State of Wisconsin employee or who is retained as a contractor full-time by a State of Wisconsin agency from being retained as a contractor by the same or another State of Wisconsin agency where the individual receives more than \$12,000 as compensation for the individual's services during the same year. This prohibition does not apply to individuals who have full-time appointments for less

than twelve (12) months during any period of time that is not included in the appointment. It does not include corporations or partnerships.

- 5.0 EMPLOYMENT:** The contractor will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.
- 6.0 CONFLICT OF INTEREST:** Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts.
- 7.0 RECORDKEEPING AND RECORD RETENTION:** The contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The contracting agency shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this bid/proposal held by the contractor.

It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract. Pursuant to §19.36 (3), Wis. Stats., all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

- 8.0 INDEPENDENT CAPACITY OF CONTRACTOR:** The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the state. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state.



City of Wausau, WI Wausau Area Transit System

Cost Proposal #WFS2026

**Facility Condition Assessment and
Feasibility Study**

January 05, 2026

**Kueny Architects, L.L.C.
10505 Corporate Drive, Suite 100
Pleasant Prairie, Wisconsin 53158**

Cost Proposal - Wausau Area Transit System Project

Kueny Architects, LLC
 10505 Corporate Drive - Suite 100
 Pleasant Prairie, WI 53158

January 5, 2026

| | Kueny Staff | | | | Consultants | | | |
|--|----------------|------------------|----------------|----------------|-----------------|-----------------|------------------|--------------------|
| | Jon Wallenkamp | John Schmidbauer | Monica Santos | Lee Anderson | Linda Johnson | Adam Harris | Nicholas R. Hobs | |
| Task 1 – Existing Conditions Analysis - Modernizing the Plumer Street Facility | | | | | | | | |
| Task 2 – Interviews- Feasibility of Renovations Versus New Construction | | | | | | | | |
| Task 3 – Cost Benefit Analysis of Possible Options | | | | | | | | |
| Task 4 – Space Needs Assessment - Renovated Plumer vs New Facility - Review a list of (4) Potential Sites | | | | | | | | |
| Sign Owner-Architect Agreement | | | | | | | | |
| Kickoff Meeting with Transit & Kueny Design Team - Develop Project Schedule | 6 | | 6 | 3 | | | | |
| Existing Facility Analysis - Site Information Research and Data Collecting | 48 | | 12 | 8 | | | | |
| Existing Operations Analysis and Transit Staff Interviews: | 36 | | | 12 | | | | |
| Existing Fleet Analysis | 32 | | | 12 | | | | |
| Weekly Meeting with Transit & Kueny Team | 6 | | | | | | | |
| Kueny to Develop First Draft of the Master Plan Options and Draft Report | 36 | 4 | 12 | 14 | 8 | 8 | 16 | |
| Weekly Meeting with Transit & Kueny Team- submit Draft One | 6 | | | | | | | |
| Presentation of Master Plan Options and Draft Report | 6 | | | | | | | |
| Cost Benefit Analysis Draft 1 | 12 | | 12 | | | | | |
| Research and Data Collecting - Update program | 16 | | | 4 | 8 | 8 | 12 | |
| Additional Operations Analysis and Staff Interviews: | 8 | | | | | | | |
| Kueny to Conduct an Open Review / Public Input Workshop | 8 | | | | | | | |
| Kueny to Develop Second Draft of the Master Plan Report | 24 | | 10 | 12 | 4 | 4 | 4 | |
| Weekly Meeting with Valley Transit & Kueny Team- submit Draft Two | 6 | | | 4 | | | | |
| Presentation of Draft to Committees and Boards | 6 | | | | | | | |
| Cost Benefit Analysis Updated | 3 | | | | | | | |
| Meeting with Transit Design Team | 6 | | | | | | | |
| Update Master Plans and Final Draft Report to the Transit | 16 | | | 16 | 4 | 4 | 4 | |
| Present Final Master Plan Recommendation to Transit Design Team | 8 | 4 | 12 | 12 | | | | |
| Presentation of Final to Committees and Boards | 8 | | | | | | | |
| Lump Sum Fee Not to Exceed | | | | | | | | \$47,200.00 |
| * All Reimbursable Expenses are part of above fee | | | | | | | | |
| Hourly Rates | \$95.00 | \$95.00 | \$55.00 | \$65.00 | \$100.00 | \$100.00 | \$100.00 | |

Sincerely,



Jon Wallenkamp