

**City Of Racine, Wisconsin
 Official Notice #23-2016
 Request for Proposal
 Mobile Payment for Parking**



Request for Proposal (RFP) Schedule of Events	
November 7, 2016	RFP issued to Proposers
November 28, 2016	Questions from Proposers due. Question only accepted via email: kathryn.kasper@cityofracine.org
November 30, 2016	Addendum issued (if required)
December 14, 2016 By 10:00 AM	DUE DATE FOR RFP (by 10:00 AM) Opened in room 105. <i>Sealed RFP Opening at 10:00 AM.</i> Proposals received after this time will not be considered.
December 2016/January 2017	Evaluation team reviews proposer responses, conducts meetings to determine which proposers will be asked to further negotiate.
Method of submittal (4 Hard Copy & 1 Digital Set)	SEALED envelope only, by mail delivery or in person. No fax or email. Submit 4 hard copies and 1 digital document of your RFP. Please label the lower left corner of your sealed submittal envelope: Official Notice # 23-2016
Submit Proposals to	Kathryn Kasper, Purchasing Agent City of Racine, Purchasing Department 730 Washington Ave., Racine, WI 53403
Purchasing Contact	P:262-636-9143 Fax: 262-636-9100

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. All RFP's are due by the time specified. Any RFP received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive.

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1. Purpose:

The City of Racine (the City) is seeking proposals to provide a mobile device-based payment method for metered street, lot, and ramp parking within the City. Responses to this request for proposal (RFP) will provide an alternative payment option for the general public through the use of their mobile device as a way to process payments while utilizing a metered parking space within the City. Meters currently accept coins only.

The City wishes to provide the customers parking within the City with the latest technology in mobile payment options. The City expects all respondents respond to the entire RFP. Any proposals received by the City that are not complete will not be considered.

2. Scope of Work:

The purpose of this Request for Proposal (RFP) is to solicit proposals for the implementation of a pay by use of a mobile device for use of the parking system of the City of Racine. The intent of this RFP is to add phone based payments at all metered on and off-street parking locations currently operated in the City. A successful bidder will be able to:

- Install and operate a pay by mobile device system whereby a customer of the City can:
 - Initiate parking transaction using mobile device service through any operating system in the United States
 - Create, maintain and modify as needed a website based customer account which will allow a parking transaction to be authorized by the customer for payment to the City by or mobile device
 - Verify payment of a parking transaction with their personal on-line banking or consumer credit website
- Supply all software, hardware and interface facilities to operate the pay by mobile device system;
- Provide real-time interface with wireless hand-held ticketing equipment in use by the City for enforcement or another device such as a tablet computer; currently the City's enforcement staff uses the Panasonic FZ-G1 Toughpad with a home grown enforcement/ticketing software
- Provide prompt, effective customer service for customers of the City;
- Provide options for customers to validate parking through merchants/businesses.

Metered parking detail for City of Racine:

- Downtown Racine - metered parking spaces:
 - 964 metered street spaces on approximately 50 city blocks. Meters detailed: 30-minute: 33, 2-hour: 677, 4-hour: 135, and 10-hour: 119.
 - 674 spaces in surface parking lots.
 - 238 spaces in McMynn ramp, of which 157 are reserved either 24/7 or for weekdays, 76 are 10-hour and 5 are handicapped.
 - Racine also has 4 downtown parking ramps and one surface parking lot that are managed by a third party and are not part of this proposal. The ramps are pay upon entry and the parking ramp is pay and display.
- Uptown Racine - metered parking spaces
 - 60 2-hour on-street spaces on 7 blocks
 - 242 spaces in 5 parking lots
- West Racine - metered parking spaces:
 - 94 metered street spaces on-street spaces on 7 blocks. Meters detailed: 2-hour: 81, 4-hour: 5, 10-hour: 8
 - 157 metered spaces in 5 surface lots.

3. Responsibilities of Contractor:

- a. Provide a turnkey service as described in Section 2 Scope of Work .
- b. Provide all labor and equipment to complete the project.
- c. Provide one project manager or point of contact (POC) for the duration of the work.
- d. Contractor shall provide written or verbal progress report upon request of the City.
- e. All materials and workmanship shall be guaranteed in accordance with archival industry standards, and shall be satisfactory to the City, at the sole discretion of the City. City of Racine reserves the right to inspect the contractor's materials and workmanship, before and during the contract period, to insure compliance with contract requirements. Failure to comply with requirements will constitute default and may result in cancellation of the contract.

4. Responsibilities of the City:

- a. Provide one point of contact for the duration of the work.
- b. Examine, review and provide feedback on all deliverables described in the Scope of Work.
- c. Assist contractor as necessary with access to the documents during pickup and delivery.

5. Oral Presentation and Site Visits:

The top scoring vendor(s) based on an evaluation of the written proposal may be required to participate in interview and/or site visits to support and clarify their proposal is requested by the City, at the sole discretion of the City. The City will make every reasonable attempt to schedule each presentation at a time and location that is agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the vendor's proposal.

6. Best and Final Offers:

After careful evaluation of all proposals submitted, the City may, at its sole discretion, request Best and Final Offers from all or some proposers.

7. Submission of Proposals:

- a. In a sealed container, vendors must submit one original master copy (so marked) and three photocopies (so marked) of a technical proposal. A table of contents should be included and each page of the proposal should be consecutively numbered. Additionally, one soft copy on a flash drive must be included with the hardcopies in the sealed container. **DO NOT EMAIL AN ELECTRONIC COPY OF THE PROPOSAL.**
- b. The proposer shall submit a dollar cost proposal in a separate sealed envelope marked as follows:
SEALED DOLLAR COST PROPOSAL
City of Racine
Official Notice # 23-2016
The cost proposal may be included in the same sealed container with the technical proposals, but it must be in its own sealed envelope.
- c. Proposals must be received in a sealed container and delivered no later than the time set for the receipt of the proposals.
- d. The following information must be clearly marked on the front of the envelope/shipping package.
 - i. Name & Address of Proposer
 - ii. Due Date
 - iii. Official Notice #23-2016
- e. Submit signed offers on the forms provided and provide all required information. All offers must be manually signed by an authorized official of the firm.
- f. Telegraphic, fax, email and on-line responses **WILL NOT BE ACCEPTED.** The original, signed proposal and required copies must be delivered to the address indicated.

g. The following chart details the required proposal outline and specifies the minimum content of the proposal sections. Each point listed in this chart should be addressed in your proposal.

A	Company Profile	<ul style="list-style-type: none"> ➤ Provide a brief overview and history of your company. ➤ Address the company’s expertise and qualifications to provide this service to City of Racine ➤ Discuss your company’s size and number of employees
B	Business Plan	<ul style="list-style-type: none"> ➤ Provide a detailed narrative of the services you are offering to City of Racine ➤ Highlight any major features, functions or area of support that may differentiate your service offering from your competitors’ offerings These may include, but are not limited to: <ul style="list-style-type: none"> ➤ Capability to create an account and pay for parking using the internet and a cell phone; ➤ GPS capabilities; ➤ Monthly parking; ➤ Discuss all aspects of the Scope of Work and objectives as defined above and provide your company’s solution. ➤ Discuss the amount of time you expect will be needed to complete the scope of work and what issues, if any, may delay the completion. Outline all required hardware and software; ➤ Describe your system set-up, maintenance and implementation process; ➤ Provide examples of signage and marketing activities typically used for the system deployment/ launch; ➤ Provide a representative with knowledge of the system in the event a customer or other person presents a challenge to a ticket or to the system to be available for testimony; ➤ Provide a detailed timeline for the project including but not limited to project set-up, planning, and configuration of technology, production, testing, training and marketing; and ➤ Provide an outline of costs including but not limited to, credit card transaction costs, enforcement devices (and data plan), installation of marketing materials etc.
C	Technical Proposal	<p>Respondents should submit technical qualifications which include but are not limited to the following:</p> <ul style="list-style-type: none"> ➤ Customer Service: Respondents must demonstrate the system allows a driver located at a point of service parking space or in transit to a parking space to: <ul style="list-style-type: none"> ○ Start and/or extend a parking transaction via mobile device; ○ Optionally: Start and/or extend a parking transaction using a cell phone via Interactive Voice Response (IVR), text messaging (SMS), and website; ○ Be altered prior to a parking session expiring via text message; ○ Create an account by mobile device or over the internet; ○ Add multiple license plates to an account; ○ Sign up for an account and park immediately at the point of purchase at any time using a mobile device; ○ Receive email receipts of parking transactions;

		<ul style="list-style-type: none"> ○ Use any mobile device to start a transaction; ○ Obtain parking validation from participating merchants/businesses; ○ Park without the display of any decal, windshield, window sticker etc; ○ Adjust language settings to English or Spanish; ○ Use a user-friendly interface; ➤ Find help with customer complaints and refunds; Pay by Mobile Device Settings <ul style="list-style-type: none"> ○ Utilize City’s meter numbering system or propose a better method for identifying and enforcing parking such as a zone system; ○ Set special event rates; ➤ Payment System Settings <ul style="list-style-type: none"> ○ All reports provided by the system are exportable to the City’s network and server and in Microsoft Excel; ○ The Respondent is Certified Payment Card Industry Data Security Standard (PCI DSS) compliant with all current standards or standards which may adopted during the term of any contract awarded under this RFP; ○ The system authorizes payments in real time; ○ All credit card information is encrypted; ○ Credit card information is validated upon entry to prevent typographical errors; ○ Rejected transactions are reported to the customer during the transaction in which the customer is requesting service; ○ The customer is given opportunities to try a different credit or debit card for rejected transactions ○ The system prevents parking for declined transactions and notifies the City via email or wireless handheld ticket machine of a declined transaction; ○ System records and reports on rejected transactions; ○ The system can synchronize batch settlement times for the merchant account and reports of the same can be sent via the Internet to the City; ○ The system accepts Visa, and MasterCard credit cards and all debit cards; ○ Does the parking payment system require or encourage the use of a virtual wallet?; ○ How often are funds directed to a city account? ○ The system has expansion capacity, and states how much expansion capacity the system has in terms of spaces, meters or any other criteria. ➤ System Integration <ul style="list-style-type: none"> ○ Validly paid vehicles are shown on a wireless handheld ticket machine device or another device such as a tablet computer; ○ Vehicles can be searched by individual meter, street or block, zone or license plate;
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		<ul style="list-style-type: none"> ○ Any wireless device which can access the Internet can be used, e.g. iPhone, Android Blackberry, Smartphone, computer, laptop etc; ○ The system integrates and is compatible with the City's enforcement handheld device for displaying currently paid parking spaces or another device such as a tablet computer; ○ The system publishes and supports a free web services Application Programming Interface (API) for integration with third parties selected by and limited to the City's authorized contractors for equipment or services such as wireless handheld ticketing devices and traffic guidance systems. ○ Optionally: Provide administration and enforcement with GPS-based information.
C	Vendor Questionnaire	➤ Complete the provided questionnaire and insert into your proposal response.
D	Reference Accounts	➤ On the form provided in this packet, list three (3) accounts your company currently provides these services to.
E	Vendor Acceptance Form	➤ Complete the Vendor Acceptance Form and insert it into your proposal
F	Pricing Proposal	➤ Provide a detailed price list for the services/products you are proposing. Please include the fee for a parking session or transaction (with and without a virtual wallet), estimated processing charges such as credit card charges, capital costs, and who pays each of these.

8. Withdrawal of proposals:

Proposals shall be irrevocable until contract award unless the Proposal is withdrawn. Proposers may withdraw a Proposal in writing at any time up to the Proposal closing date and time upon expiration of five (5) business days after the due date and time if the withdrawal request is received timely by the RFP Procurement Manager. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the RFP Procurement Manager.

9. RFP Evaluation criteria:

The following illustrates the point percentage allocation for the Technical and Cost Proposals:

Description	Percent
Applicability of proposed solution to city needs	30%
Experience with similar projects/reference	20%
Integration with current technology	20%
Cost Proposal	30%
Total:	100%

10. Qualifications of proposer:

- a.) Expertise and Experience: Factors to be considered will include, but not be limited to, qualified staffing levels; in-depth industry technical experience relevant to City of Racine; education and on-going training and effective project management
- b.) Financial and Organizational Capacity: Factors to be considered include, but are not limited to assets, liabilities, recent bankruptcies, equipment, facilities, availability in consideration of other business commitment, or existence of appropriate accounting and auditing procedures for control of property and funds.
- c.) Legal Authority: Factors to be considered include authority to business in the State of Wisconsin, licensing, debarment by the State of Wisconsin or Federal Government due to a prevailing wage violation, OSHA violation, violations of other local, state or Federal law, etc.
- d.) Integrity: factors to be considered, but are not limited to, criminal indictments or convictions, civil fines, and injunctions imposed by federal agencies, anti-trust investigations, ethical violations, tax delinquencies, debarment by federal, state or local governments, or prior determinations of integrity-related non-responsibility.
- e.) Previous Contract Performance: Factors to be considered may include reports of less than satisfactory performance, early contract termination for cause, contract abandonment, court determinations of breach of contract, etc.

11. Indemnification

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

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

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions in this

Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

12. Insurance Requirements

The Contractor shall not commence work under a contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed with the Contractor. Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

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

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

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

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

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

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

3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.

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

1. The City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status as respects liability arising out of activities performed by or on behalf of the Contractor; on products and completed operations of the Contractor; for premises occupied or used by the Contractor; and on any vehicles owned, leased, hired or borrowed by the Contractor.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
3. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City of Racine, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to it.
4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
5. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after sixty (60) days (or 10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City of Racine.
7. Such liability insurance shall indemnify the City of Racine, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
8. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability with a minimum of a 24 month policy extension, explosion, collapse, underground excavation, and removal of lateral support, and shall not contain exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through

companies satisfactory to the City of Racine, and shall have a minimum A.M. Best's rating of A-VII.

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

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Racine a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-8.

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

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

13. Contract Term:

Contract will begin upon execution of a City of Racine professional services agreement or issuance of a purchase order. Contract will continue for a period of 12 months from the date of execution

14. Right of Rejection:

City of Racine reserves the right to reject any and all proposals, any portion of a proposal or to accept the proposals considered most advantageous to the City of Racine, at the sole discretion of the City of Racine, following final negotiations, evaluation and review.

15. Proposer's certifications/agreement:

By submission of a proposal:

- a.) You certify that you are a duly qualified, capable, and otherwise bondable business entity.
- b.) You warrant that the offer will be held firm and subject to acceptance by the City of Racine for a period of 180 calendar days from the date of opening, or such longer period indicated in your offer.

16. Contact person:

- a.) The City Purchasing Agent (or designee) shall act as the city representative in the issuance and administration of this RFP and contract, and shall issue and receive all documents, notices and correspondence pertaining to this RFP. Such documents, notices and correspondence not issued or received by the City Purchasing Agent (or designee) shall be null and void. Any questions regarding this RFP process must be submitted via email to:

Kathryn Kasper, Purchasing Agent

Kathryn.kasper@cityofracine.org

- b.) Questions will be answered via a formal addendum to the RFP. Answers to questions from any proposer will be provided to all proposers on the vendor list. No verbal or written information, which is obtained other

than through this Request for Proposals or its addenda, shall be binding on City of Racine. No other employees or representative of City of Racine is authorized to interpret any portion of this RFP or give information as to the requirements of this request for proposal in addition to that contained in or amended to this written RFP document. Proposers are instructed not to contact any other city department, elected official, or employee regarding this RFP.

17. Addenda:

Changes to this RFP will only be made by formal, written addendum issued by the City of Racine Purchasing Agent. When possible, notice of any such addendum will be electronically mailed to all known bidders, otherwise other transmittal arrangement may be made. Any and all addenda issued as part of this RFP shall become part of the specifications of this RFP and will be made part of the contract. It is the proposer's responsibility to check and assure receipt of any and all addenda.

18. Award of Contract:

- a.) City of Racine does not warrant or guarantee that any contract will be awarded as a result of this RFP process. Any award will be made at the sole discretion of the City,
- b.) an award, if made, will be to the responsive and responsible proposer whose proposal is most advantageous to the City of Racine, price and other factors considered. Award will be made by the City Purchasing Agent.

19. Executed contract constitutes entire agreement

In the event of a contract award, the content of the RFP (including all attachments), questions and answers as posted, RFP addenda and revisions, and the proposal of the successful Proposer, any additional terms agreed to, in writing, by the agency and the contractor shall become part of the contract. Failure of the successful Proposer to accept these as a contractual agreement may result in a cancelation of award.

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

- a.) Official Purchase Order or Contract
- b.) Vendor's Proposal Dated (Due Date) and all accompanying documents
- c.) Request for Proposal dated (Issue date) and all accompanying documents

20. No reimbursement for proposal expenses:

City of Racine will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, nor for any travel and or/per diem costs that may be incurred.

21. Assignment and subcontracting

The selected Contractor will not be permitted to sublet, sell, transfer, assign and otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of City of Racine. If City of Racine permits the use of subcontractors, the following will apply:

- a.) The contractor is the prime vendor. A prime vendor is the vendor who provides a service and receives a payment for that service. The City considers the prime vendor to be the sole point of contact with regards to contractual matters, including the performance of services and the payment of any and all charges resulting for contractual obligations.
- b.) The prime vendor will be responsible for the contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the contractor must clearly identify the subcontractor including length of time the subcontractor has been used by the prime contractor and other projects.

The prime contractor shall provide the City with the names of any subcontractors used for the performance of any part of this contract. The existence of the subcontractor does not relive or reduce the prime contractor of any liability to the County for any breach in the performance of the prime contractor's duties. The prime contractor agrees that all subcontractors shall be agents of the prime contractor and the prime contractor agrees to hold harmless hereunder for any loss or damage of any kind occasioned by the acts of omission of prime contractors, subcontractors, their agents and employees.

VENDOR QUESTIONNAIRE

I. Business Entity Information:				
Legal Business Name:			EIN:	
Principal Place of Business, Include Street Address, City, State / Zip:			Fax Number:	
			Phone Number:	
Email Address:		Website:		
Authorized Contact for this Questionnaire Name:		Phone Number:	Fax Number:	
Title:		Email Address:		
List below any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive) if applicable:				
Type:	Name:	EIN	State/County Filed:	Status
II. Business Characteristics				
Business Entity Type – Check appropriate box and provide additional requested information:				
<input type="checkbox"/> Corporation		Date of Incorporation:		
<input type="checkbox"/> Limited Liability Corporation		Date Organized		
<input type="checkbox"/> Partnership		Date Established		
<input type="checkbox"/> Sole Proprietor		How many years in business:		
<input type="checkbox"/> Other		Date Established		
If other, explain:				
Was the business entity formed in Wisconsin? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If “no”, indicate jurisdiction where the Business Entity was formed:		<input type="checkbox"/> United States, State of: _____		
		<input type="checkbox"/> Other, Country: _____		
Is the responding Business Entity a Joint Venture? <input type="checkbox"/> Yes <input type="checkbox"/> No				
<i>Note: if the submitting business entity is a joint venture, also submit a separate questionnaire for each business entity comprising the Joint Venture.</i>				
Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5% or more of the firm’s shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. For Joint Ventures, provide information for all firms involved. <i>(Attach additional pages, if necessary)</i>				
Name:	Title:	Percentage Ownership (enter 0% if not applicable)	Employment Status with the Firm:	
			<input type="checkbox"/> Current <input type="checkbox"/> Former	
			<input type="checkbox"/> Current <input type="checkbox"/> Former	
			<input type="checkbox"/> Current <input type="checkbox"/> Former	
			<input type="checkbox"/> Current <input type="checkbox"/> Former	

			<input type="checkbox"/> Current <input type="checkbox"/> Former
Question		Response	
Has your company, or any affiliate or any predecessor company or entity been suspended or debarred from any government contracting process or been disqualified on any government procurement for any reason?			
Has your company ever defaulted on or been suspended, canceled or terminated for cause on any contract?			
Has your company ever had a sanction, revocation or suspension of any business or professional permit and/or license?			
Has your company ever initiated or been the subject of any bankruptcy proceeding? If "Yes", provide the Bankruptcy chapter number, the Court name and the Docket number. Indicate the current status of the proceedings as "Initiated", "Pending" or "Closed".			
Within the past five (5) years, has your company had any liens, claims or judgments filed against it that remain undischarged or were unsatisfied for more than 90 days? If "yes", provide an explanation of the issue(s), relevant dates, the lien holder or Claimants' names(s), the amount of the lien(s) and the current status of the issue(s).			
How many days after notification of award can you start operations?			

Vendor Acceptance Form

By signing and submitting this proposal, I _____, swear
(Print Name)

that I am a duly authorized agent of this company, with full authority to make such statements and submit this proposal on their behalf and that said statements are true and correct to the best of my knowledge. I have examined and carefully prepared this proposal from the written scope of work, specifications and information of the City and have checked the same in detail before submitting said proposal to the City.

In compliance with this Request for Proposals and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish any or all of the items herein at the prices, terms and delivery stated.

All signatures **MUST** be original. No facsimile, stamped or copied signature will be accepted and is cause for rejection of the proposal.

Date: _____

Name of
Business: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

City/State/Zip _____

Email: _____

Phone: _____ Fax: _____

Web Site: _____

REFERENCES

Provide three (3) company references for performing contracts of similar size and complexity to City of Racine:

- **Reference #1:**

Name of Company: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Email: _____

Phone Number: _____

- **Reference #2:**

Name of Company: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Email: _____

Phone Number: _____

- **Reference #3:**

Name of Company: _____

Address: _____

City/State/Zip: _____

Contact Person: _____

Email: _____

Phone Number: _____

The references provided above will be contacted and questioned by the City regarding your company's performance. Any information received from these contacts will be used to assist us in making a decision and will become part of the file.

List of Subcontractors

If no subcontractors are used for this project please place an X in the box:

1. Company: _____ Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Years as Your Subcontractor: _____ Experience in this type of Project: _____

2. Company: _____ Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Years as Your Subcontractor: _____ Experience in this type of Project: _____

Additional Subcontractors must be listed on a separate sheet of paper.