

CITY OF MADISON

REQUEST FOR PROPOSALS



RFP #: 15015-0-2026-BP

Title: Impaired Driving Reduction Ride Share Project

City Agency: Traffic Engineering

Due Date: August 19, 2026, 2:00PM CDT
2:00 PM Central Time

Our Madison – Inclusive, Innovative, & Thriving

1 OPPORTUNITY AND WELCOME

Thank you for your interest in bidding on a City of Madison contract opportunity. The City's [mission](#) is to provide the highest quality service for the common good of our residents and visitors.

The City of Madison Traffic Engineering is seeking proposals from qualified ride-share organizations to provide rides for customers at bars, taverns, events/festivals, and on holidays anywhere in the city, with prioritization for where and when high-risk impaired driving occurs.

Thank you for considering this opportunity to work with the City and further our mission!

2 IMPORTANT INFORMATION

DEADLINE FOR PROPOSALS: August 19, 2026 at 2:00 PM Central Time.

The City will not accept late proposals. Any changes to the deadlines will be posted as an addendum on the bid distribution websites listed below. See [Section 3.1](#) for instructions for using these websites.

RFP NAME: Impaired Driving Reduction Ride Share Project	
DEADLINE FOR QUESTIONS:	The deadline for questions is July 29, 2026 at 2:00 PM Central Time. Questions and/or inquiries must be submitted by email.
CITY'S ANSWERS POSTED BY:	The City's answers to your questions will be posted as an addendum by August 4, 2026. You must check the bid distribution websites for any addendums.
DUE DATE FOR PROPOSALS:	August 19, 2026 2:00 PM Central Time
BID DISTRIBUTION WEBSITES:	https://vendornet.wi.gov/Bids.aspx https://www.demandstar.com/
CONTACT INFORMATION:	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 Phone: (608) 267-4969 Email: bpittelli@cityofmadison.com

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Sample City of Madison Purchase of Service Contract

Form A: Signature Affidavit

Form B: References

Form C: Vendor Profile

Attachment A: SS4A FY23 Terms and Conditions

3 HOW TO FIND RFP DOCUMENTS AND CONTACT THE CITY OF MADISON

3.0 Official Bid Distribution Websites – IMPORTANT

The City of Madison posts all requests for proposals (RFPs), addendums, updates, awards, and announcements on two websites: VendorNet and DemandStar. Both sites are free to register for City of Madison bids.

These two websites are the only places to get the official RFP and updates to the RFP.

Updates and addendums will only be posted on these websites. It is your responsibility to check the websites for updates and “addendums.” An addendum is a document that answers questions from bidders. It could make important changes to the RFP. **If the addendum requires a response, and you fail to respond to it, you could be disqualified.**

State of Wisconsin VendorNet System	State of Wisconsin and local government bid network. Registration is free. Search for City of Madison in the Agency search field.
VendorNet link	https://vendornet.wi.gov/Bids.aspx
DemandStar by Onvia	National bid network. Free subscription is available. Sign up for the free “Basic Plan” and select Wisconsin Association for Public Procurement (WAPP) as the agency to access City of Madison RFPs.
DemandStar link	https://www.demandstar.com/app/agencies/wisconsin/city-of-madison-purchasing-services/procurement-opportunities/573ff565-ce2b-4c75-86ec-401cd5abf736/
Register on DemandStar	www.demandstar.com/app/registration

3.1 Contact Information

City of Madison Purchasing Contact (Buyer)	Brian Pittelli Purchasing Services 210 Martin Luther King, Jr. Blvd. Room 407 City-County Building Madison, WI 53703-3346 PH: (608) 267-4969 bpittelli@cityofmadison.com
Questions about Affirmative Action Plans	Contract Compliance, Department of Civil Rights 210 Martin Luther King, Jr. Blvd. Room 523 City-County Building Madison, WI 53703 PH: (608) 266-4910 dcr@cityofmadison.com
Email note	Some email to the City gets lost in “spam.” If you send the City an email and you do not hear back within 3 days, please call the Buyer at (608) 267-4969.

4 OUR PURCHASING VALUES

4.1 Local Preference Purchasing Policy

The City of Madison gives preference to local vendors and suppliers. You must be registered with the City as a local vendor by the RFP due date to get preference points. Learn more and register at the City of Madison website: www.cityofmadison.com/finance/purchasing/local-businesses/register-business/

If you are a local vendor, be sure to complete the Local Vendor section on Form C.

4.2 Equity in Contracting

The mission of the City of Madison is to provide the highest quality service for the common good of our residents and visitors. The City's [values](#) include

- Equity - fairness, justice and equal outcomes for all, and
- Shared prosperity - where all are able to achieve economic success and social mobility.

It is our goal to spend money equitably among businesses owned by women, people of color, and small businesses. Our contractors should reflect shared dedication to equity in their work and employment practices, and we invite you to become part of this mission!

4.3 Equitable Hiring & Affirmative Action Plan

Affirmative Action Plan The City of Madison values diversity in hiring and contracting. We expect our contractors to do the same. Contractors with 15 or more employees and more than \$50,000 in annual contracts with the City (each calendar year) must submit an **Affirmative Action Plan**.

Information about the Affirmative Action Plan and how to comply is found here: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Or call the Affirmative Action Division at (608) 266-4910.

See **Section 13. B. of the Sample Contract** for Affirmative Action Plan requirements.

Job Openings in Dane County You must notify the City of openings for jobs in Dane County, Wisconsin if you have 15 or more employees. You must agree to interview candidates that we refer to you through our Referrals and Interviews for Sustainable Employment (RaISE) program. Information is here: <http://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The job posting requirement is found in **Section 13 A. of the Sample Contract**.

4.4 Limitations on Nuclear Weapons Producers

It is the City's policy not to make purchases from companies that produce nuclear weapons, or their subsidiaries. See [Common Council Resolution 79719](#) for more information.

4.5 Sweatfree Purchasing

It is the City's policy not to purchase apparel (clothes made from textiles, shoes, footwear) from vendors who source their materials from sweatshops, where labor practices are inconsistent with international standards of human rights. See Madison General Ordinances Section 4.25 (https://library.municode.com/wi/madison/codes/code_of_ordinances?nodeId=COORMAWIVOICH1--10_CH4FI_4.25PRITAP) for more information.

5 SCOPE OF WORK AND REQUIRED INFORMATION

The City of Madison's Traffic Engineering Division, in partnership with Public Health Madison and Dane County, is seeking proposals from qualified ride-share organizations to provide rides for customers at bars, taverns, events/festivals, and on holidays anywhere in the city, with prioritization for where and when high-risk of impaired driving occurs.

This activity is funded through the Safe Streets and Roads for All (SS4A) Grant Program.

Between January 2023- January 2026 there were 861 total crashes that were flagged for impairment resulting in 18 fatalities and 416 injuries in the City of Madison. Impaired driving results in immediate and long-term costs to communities, healthcare systems, law enforcement and other public and private resources. Impaired Driving can be preventable using countermeasures, such as offering designated driver programs during high-risk holidays and throughout the year. This project relies on a timely and reliable ride-share service that can be offered regularly throughout the year at businesses, events, and through a centralized City website during at-risk holidays, with the amount of offerings subject to funding availability. The qualified organization shall have a ride-share system that can be accessed by business managers, event vendors, customers, and the public.

This project is a part of a broader effort to improve transportation safety, accessibility, and multimodal connectivity, while aligning with [Vision Zero](#) goals and the City's commitment to equitable transportation infrastructure.

5.1 Project Overview

Proposers should offer a user-friendly ride-share service for consumers and business managers to request rides that will not overly-burden business operations at bars, taverns, and events. In addition, it should address any potential behavioral hesitations to request rides, such as the impacts of impairment on self-confidence, and reluctance to ask for help to get around.

Organizations should detail how their ride-share system will prioritize privacy, autonomy, user friendliness, and safety, and how they'll attempt to counter the reasons that consumers may be reluctant to use ride-share.

The city is seeking qualified organizations that can plan for and adjust where their ride share services are offered based on local data that shows where impaired driving is more likely to happen. This will be made possible by City staff reviewing Place of Last Drink (POLD) data that is compiled by The Madison Police Department (MPD) and Public Health Madison and Dane County (PHMDC). The city will share POLD updates with the qualified organization offering ride-share and the ride-share plan will adjust according to any changes in data. POLD is the last place that someone drank before being issued a citation by law enforcement for an alcohol-related incident. By identifying retailers with a historical problem of overservice, PHMDC and MPD provide strategic education to these businesses to prevent future issues.

An organization providing ride-share services at these same businesses will help reduce drinking and driving from these establishments. The locations for which ride share services will be offered will be prioritized at POLD establishments and then dispersed to other businesses across the city using random selection and with consultations from the City's Economic Development Division.

The organization will develop a plan, in collaboration with the City of Madison, to offer ride-share services at businesses, events, and during holidays where high risks of drug and alcohol intoxication and impaired driving occur. The organization may be requested to participate in focus groups with ride-share consumers to gather feedback about the ride-share service and make necessary adjustments after.

City staff will co-create ride-share materials with the organization, and will help install, maintain and remove ride-share materials that promote the service. Promotional materials may include flyers, drink coasters, stickers, and signs.

The organization should have the ability to track minimal data about how many rides were requested and fulfilled, and where the rides started and the organization will share this data on an ongoing basis with City staff. The organization and City staff will co- evaluate the efficacy of the ride-share project at each event, bar, and tavern using both quantitative data (i.e., number of rides), and qualitative data (i.e., program feedback) and regularly improve the project plan based on data.

Working across businesses, event vendors and the public can occur simultaneously or consecutively. The city would like to complete project activities by January 2028.

The Safe Streets and Roads for all budget for the Impaired Driving Ride Share project is \$97,240. The funding includes costs needed to manage and administer the ride share program, including any marketing costs.

5.2 Scope of Services Required

1. Project Management and Coordination

Provide project management and coordination with a small City of Madison staff team. Upon notice to proceed, the organization shall schedule a kickoff meeting (can be virtual) with City of Madison staff to discuss goals, expectations, and the role of the organization's team. Following this meeting, the organization shall develop a refined project scope and schedule (workplan) with input from City of Madison staff. The organization shall determine and detail the project timeframe and major deliverables.

Regular meetings shall be scheduled between the City of Madison project manager and the designated project manager at the organization to ensure regular coordination throughout the project duration. The organization's project manager shall be responsible for scheduling meetings, developing agendas, and documenting meeting minutes.

The organization shall internally manage project progress, schedules, and budget. The organization shall submit quarterly invoices and progress reports to City of Madison staff. The organization shall maintain any ongoing documentation needed to satisfy the reporting requirements of the Safe Streets and Roads for All grant.

This task is continuous throughout the length of the project.

Deliverables:

- Project kick-off meeting, agenda, and meeting summary
- Final project workplan and schedule
- Regularly scheduled coordination meetings, agendas, and meeting summaries
- Monthly progress reports, invoices, and other necessary documentation

2. Technology for Implementation

The organizations should have their own technology to deploy user-friendly ride share services at bars, taverns, events, and through a centralized website for the public to access during high-risk holidays. Technology for ride-shares could be 1) a mobile phone app compatible with Android and Apple smartphones, 2) a centralized, online dispatch system for bar and event staff to request rides, 3) a phone number to schedule rides, and/or 4) another system used by the organization. The organization should have enough drivers available across the city to respond quickly and arrive promptly (within 10-15 minutes) at all locations where rides are requested. Organizations shall

address how their ride-share system will prioritize privacy, autonomy, user friendliness, and safety, and how they'll attempt to counter the reasons that consumers may be reluctant to use ride-share.

Deliverables:

- Project plan that includes the number of drivers available to offer rides
- A ride-share technology that prioritizes user-friendliness, privacy, autonomy and safety
- Meeting with City staff to demonstrate the organization's rideshare technology
- Training materials for bars, event staff and the public to learn how to use the ride share technology
- Invoices and other necessary documentation

3. Project Evaluation and Improvements

The organization shall have evaluation capabilities to measure the number of rides requested and completed. In collaboration with City staff, the organization shall create and disseminate optional surveys for ride share users to share their feedback and user experience. The organization and City staff shall work together to analyze the survey data. The organization shall also plan for and adjust where their ride share services are offered based on local data that shows where impaired driving is more likely to happen. This will be made possible by City staff reviewing Place of Last Drink (POLD) data that is compiled by The Madison Police Department (MPD) and Public Health Madison and Dane County (PHMDC). The City will share POLD updates with the qualified organization offering ride-share and the ride-share plan will adjust according to any changes in data.

Deliverables:

- Monthly meetings with City staff to discuss POLD data and plan for adjustments
- Regularly adjust plan according to POLD data.
- Online survey system and a survey designed to collect feedback from ride share users
- A summary memo of the ride-share events describing the results of each project evaluation

4. Campaigns and Marketing

The organization and City staff shall co-design and deploy a strategic campaign and marketing materials to attract consumers to the ride-share service, with specific attention to designs and platforms that will work best at each of the locations where rides will be offered (bars, taverns, events, and city-wide during holidays). The organization shall use their own expertise and research, in collaboration with the city, to design appropriate materials. The organization shall have their own design technologies and expertise to design materials. Organizations shall detail how their marketing strategy will address privacy, autonomy, user friendliness, and safety, and how they'll attempt to counter the reasons that consumers may be reluctant to use ride-share.

Deliverables:

- Project meeting to generate marketing ideas with City staff and a meeting summary
- Final marketing plan and campaign schedule that considers the above behavioral motivators and barriers to using a ride-share services.
- Draft designs that reflect the marketing plan
- Project meeting to present designs and City staff approval of final concepts
- Invoices and other necessary documentation

5. Summary Report

The organization shall prepare a report summarizing the following:

- Results of the ride-share service, including number of rides at each location and event, and survey feedback.
- A brief description of the process followed for each task for which results are presented; this document should be accessible to the public and informative for decision-makers

Deliverables:

- A final report that includes all elements outlined above.

5.3 Proposal Requirements

Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services; however, proposals need not exceed 10 (ten) pages. Please note that resumes will not count towards the 10-page limit. Responses must be in the same sequence and identified with the corresponding question number (Example: Question 1, Question 2, etc.). The percentage of the total score that each question is worth is listed as [x%] in each question.

Offerors are required to submit the following items as a complete proposal:

- A. Section 1 – Approach and Methodology: Provide a plan describing the offeror’s approach and methodology to completing the tasks and deliverables as described in Section 5.2. Scope of Services Required. Describe any additional or alternative activities and/or deliverables the offeror recommends achieving the goals of this planning project. The plan should include:
 - Clear narrative of approach methodology for what, when, and how each task will be completed [10%]
 - Project deliverables identified for each task [10%]
 - Identification and description of technology that will be utilized for the project (e.g. ride share booking platform, survey capabilities, number of drivers available, software used for data analysis or modeling, etc.) [30%]
- B. Section 2 – Organization Experience and Qualifications: A written narrative statement that demonstrates the offeror’s experience with data collection and analysis, ride-share infrastructure, public engagement, and other tasks described in this scope. The offeror should also have experience with projects of this scope. It is beneficial if the offeror has experience with federally funded planning. The narrative should include:
 - Concise summaries of relevant portfolio projects for at least two (and no more than five) projects of a similar nature and/or in a similar locality [5%]
 - Specification of the offeror’s role in completing the kinds of tasks and deliverables described in the above scope of work [5%]
- C. Section 3 – Key Personnel and Team Composition: Specify relevant information for key personnel who will be assigned to this project, including: [5%]
 - role assigned for this project
 - individual experience and qualifications
 - degrees, certifications, and licenses
 - professional affiliations
 - resumes will not count toward the 10-page limit
- D. Section 4 – Project Schedule, Capacity and Budget: Propose a project schedule that includes: [25%]
 - All relevant tasks and processes necessary
 - Project phasing

- Anticipated dates for deliverables
- Anticipated budget breakdown. As stated above, the budget for the program is \$97,240. Organizations should describe how they will use the budget to create and administer the program. Specifically, how much would be used for administration, ride shares, marketing, and other components.
- Please note that the budget will be scored based on the logic/effectiveness of how the funding will be allocated. It will not be a point total in regard to the total dollar amount of the proposed budget. It is the intent that the proposer will use the complete \$97,240.

Further, include a narrative that:

- Identifies potential timing challenges and/or delays and how the consultant has addressed such challenges in the past
 - Demonstrates that the offeror is appropriately staffed to complete project tasks thoroughly and on schedule
 - Demonstrates the ability of some staff to attend occasional onsite meetings and presentations
- E. Overall Quality of Proposal: The submitted proposal should reflect the quality of work and skill of presentation that will be evident in the above listed deliverables. The proposal should be: [5%]
- Well-organized, clearly structured, easy-to-understand formatting
 - Accurate, error-free content
 - Visually appealing graphic presentation
- F. Madison has a local preference purchasing policy that grants a 5% scoring preference for firms based in Dane County. Proposers seeking to obtain local preference must register online prior to the proposal due date at: <https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

5.4 Evaluation/Scoring Criteria

Proposals shall be evaluated using the following criteria:

Refer to	Criteria	Point Value
5.3 A	Approach and Methodology B.1 Methodology – 10 B.2 Deliverables – 10 B.3 Technology – 30	50
5.3 B	Organization's Experience and Qualifications	10
5.3 C	Key Personnel and Team Composition	5
5.3 D	Project Schedule, Capacity and Budget	25
5.3 E	Overall Quality of Proposal	5
5.3 G	Local Preference	5
	<u>Total Points</u>	100

5.5 General Conditions

This is a federally funded project under the U.S. DOT SS4A Program; all applicable federal and local procurement regulations apply.

City of Madison reserves the right to reject any or all proposals, waive informalities, and select the proposal that best serves the public interest.

Participation by certified Disadvantaged Business Enterprises (DBEs) is strongly encouraged.

5.6 Attachments Included in This Request for Proposals

1. Terms and Conditions of FY23 Safe Streets and Roads for All award.

5.7 Award of Proposal

The City plans to award the full amount of this proposal. However, given the fluid nature of funding from Federal sources, there is a possibility that at a future date, the full amount of funding may not be available.

6 HOW TO SUBMIT YOUR PROPOSAL

6.0 Proposal Checklist

Required Documents to Submit:		
Response to questions listed in Section 5.3.		
Required Forms to Submit:		
Form A: Signature Affidavit		
Form B: References		
Form C: Vendor Profile		
RFP ADDENDUM Check the bid websites for any addendum. See Section 3.1 . - You can use the area below to track addendums. - An addendum might require you to submit additional documents. Make sure to read it carefully and send any additional documents.		
Addendum # (if any)	Have you read it?	Have you submitted any documents required by the addendum?
Addendum # _____		
Addendum # _____		

6.1 Submit your Proposal by the Deadline

Submit your proposal by email to City of Madison Purchasing Services by August 19 2026, at 2:00 PM Central Time.

- Make sure your proposal is complete (see [checklist](#) above) and readable.
- **Include RFP 15015-0-2026-BP in the email subject line.**
- **Email proposals to: bids@cityofmadison.com**
- Do not send your proposal to any other City email or agency
- If you cannot send your proposal by email, please contact the Buyer at (608) 267-4969

You must include RFP 15015-0-2026-BP on your proposal and all other communication to the City. **For email, include RFP 15015-0-2026-BP in the subject line.**

For example, an email subject line could read: RFP 15015-0-2026-BP Impaired Driving Reduction Ride Share Project Questions.

6.2 Format

- **Electronic** – proposals are submitted electronically. Exceptions can be made for paper submittals but you must contact the Buyer ahead of time to make those arrangements.
- **Legible and readable** – if not the City might reject it.
- **Simple** – not necessary to include elaborate/ high tech/ expensive graphics or similar features.
- **Complete** – your proposal must include all required sections and forms. See [checklist](#).

6.3 Questions

You can ask questions about the RFP until the **deadline for questions of July 29, 2026, at 2:00 PM Central Time**.

Email questions to Brian Pittelli at bpittelli@cityofmadison.com. Remember to include RFP 15015-0-2026-BP in the subject line.

We post answers to bidder questions as an **addendum** on the bid websites. Check the websites regularly.

6.4 Addendum (Changes or Clarifications to this RFP)

RFP addendums make clarifications, answer bidder questions, make changes to RFP timeline, and provide other important information. Addendums are posted on the bid websites listed in [Section 3.1](#).

IMPORTANT: It is your responsibility to check for addendums. An addendum might require you to submit additional information. Your proposal could be disqualified if you do not:

- **Check the bid websites regularly during the posting period**
- **Read all addendum**
- **Follow the instructions in the addendum**

6.5 Multiple Proposals

You may submit more than one proposal if you are proposing more than one way to fulfill the scope requested by this RFP. If so, each proposal must meet the requirements of the RFP. Clearly label each proposal by number (Proposal #1, Proposal #2) and submit each separately.

6.6 Changing or Withdrawing your Proposal

You may make changes to your proposal before the due date of August 19, 2026, at 2:00 PM Central Time.

You may withdraw your proposal before the due date. After the due date, no proposals may be withdrawn for 90 days or as otherwise provided by law.

6.7 Correcting Errors in your Proposal after the Due Date

The City will notify you if we believe you made an error in your proposal and may allow you to correct the error. The City will decide if correcting the error is in the City's best interest, is fair to the other bidders, and preserves competition. The City will decide whether an error can be corrected and will notify you.

6.8 No Exceptions from Bidders

Exceptions to this RFP are not permitted. The City of Madison reserves the right to reject bids that take exceptions or don't follow the requirements of this RFP. If you ask to change the requirements, specifications, sample contract, or legal terms, that is considered an "exception." A statement that you will not or cannot comply with any part of this RFP or the sample contract will also be considered an "exception." *(If this RFP allows substitutions or alternate solutions, the Scope of Services ([Section 5](#)) will make this clear, and that is not considered an "exception.")*

6.9 You are Responsible for all of your Costs in Making a Proposal

You participate in this RFP at your own expense. You may be asked to attend virtual or in-person meetings, make presentations, give demonstrations, inspect City locations, or make your facilities available for a site inspection. The City will not pay any costs incurred in your preparation of bids, even if this RFP is changed or cancelled.

6.10 Public Records and Trade Secrets

Your response to this RFP is a public record. Wisconsin and other public records laws may require the City to share your proposal or the resulting contract if someone makes a public records request. If a public records request is made, the City's Records Custodian applies the law to decide whether the record must be disclosed, or if any part of the record can be redacted or not disclosed. There are very few exceptions to disclosure under Wisconsin law. One exception is for "trade secrets" as defined by sec. 134.90(1)(c) of the Wisconsin Statutes. It is your responsibility to research trade secrets as defined by Wisconsin law if you think any part of your proposal might be a "trade secret." The City cannot give private legal advice to you. Most things will NOT meet this exception.

You may label items you believe meet this definition as a "trade secret" and submit them separately from the rest of your proposal, **but the City cannot guarantee that information will be treated as a trade secret or confidential.**

Things that are not considered confidential: your proposal or bid in its entirety, price proposal, pricing information, references, or the resulting contract. This is not a complete list.

Preserving competition: To the extent permitted by law, the City intends to withhold proposals under this RFP from public view until competitive or bargaining reasons no longer require it, in the City's opinion. At that time, all proposals will be available for review in accordance with public records laws.

The City will not provide advance notice to bidders prior to releasing any requested public record.

7 RULES FOR THE SELECTION PROCESS

This RFP does not commit the City to award a contract. The City can cancel this RFP at any time. There is no guarantee that the City will award any contract as a result of this RFP. While the City considers this procurement important to City operations, the circumstances could change.

The City might make a partial award. By submitting a proposal you are willing to accept an order for all or part of the items/services. Note in your proposal if you do not agree to accept a partial award.

The City reserves the right to make changes to this RFP. Any changes will be made with an Addendum. Changes could impact due dates or specifications, or could require additional information from all bidders.

The City reserves the right to reject any proposal. We can reject all or part of a proposal without explaining the reason. Proposals could be rejected if they are missing information (non-responsive) or fail to demonstrate that the bidder is responsible and capable of doing the work (not responsible.)

The City may negotiate with finalists or the selected vendor. One or more bidders may need to submit additional technical proposals, best and final price proposals, or other changes to their bids.

Federal or State Laws may apply to this RFP (such as federal regulations or procurement policies that apply to grant funding). Those laws will apply over any conflicting procedure in this RFP.

Responsible and Responsive Bidders You should read the Scope of Work ([Section 5](#)) carefully to determine your ability to perform and complete the work required. This contract will only be awarded to a bidder who is “responsible” and “responsive” and whose bid is most advantageous to the City, with price and other factors considered. This RFP is designed to help the City select responsive and responsible bidders.

“Responsive” means that your proposal responds to all parts of this RFP – it is complete, not missing any information, and addresses all of the required work. Failure to provide all of the information requested in this RFP could result in being considered “not responsive.”

A “Responsible” bidder has demonstrated the ability to perform successfully under the terms of the proposed contract. This includes having adequate financial resources or the ability to obtain them; can perform and deliver on time, delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills. A bidder that cannot demonstrate these things may be considered “not responsible.”

Contractors with past problems with the City The City reserves the right to refuse to accept any bid from any person, firm or corporation who

- owes the City money
- is in default to the City
- has been debarred through an official process such as through the Department of Civil Rights
- has had performance or other problems on past contracts with the City

Such bidders may be deemed “not responsible.”

8 LEGAL CONTRACT REQUIREMENTS

8.1 Sample Contract

You must review the Sample Contract attached to the end of this RFP. This contract* will be used for the work resulting from this RFP.

By submitting a proposal, you are willing to enter into a contract with the terms found in the Sample Contract. Exceptions to the legal terms are not allowed and may result in your proposal being rejected. The City does not negotiate legal terms prior to award.

**While the City strives to provide the most appropriate sample contracts, the City reserves the right to modify the form for any contract resulting from this RFP.*

8.2 Affirmative Action Requirements for Contractors

City contractors must show they hire and promote employees equitably and make their best efforts to have a diverse workforce.

Affirmative Action Plan: Bidders with 15 or more employees that will earn \$50,000 or more in total contracts with the City in the calendar year must file an Affirmative Action Plan (AA plan) with the City. Submit your AA plan online using the form provided by the City. See the sample AA plan for “vendors and suppliers” at: <https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

Exemptions: Bidders who have fewer than 15 employees or will earn less than \$50,000 in total contracts with the City in the calendar year will be exempt from filing a full AA plan. You will need to fill out a request for exemption form. If you have 15 or more employees, you must complete an exemption form, provide some workforce statistics, and participate in the “RaISE” program.

Release of Payment: The City cannot make any payments under a contract until the Affirmative Action plan or request for exemption form are completed.

Referrals and Interviews for Sustainable Employment (RaISE) Program: The RaISE program is designed to match qualified people to employment. If you have 15 or more employees and are awarded the contract, you must let the City know about all external job openings in Dane County, Wisconsin. You must also agree to interview candidates the City refers to you. See this link for information and instructions: <https://www.cityofmadison.com/civil-rights/programs/referrals-and-interviews-for-sustainable-employment-raise-program>

The City has a **Small Business Enterprise program** described here: <https://www.cityofmadison.com/civil-rights/contract-compliance/targeted-business-enterprise-programs>. You will be encouraged to provide opportunities for small business enterprises (SBE) to compete for any subcontracts allowed in the contract.

See the Sample Contract, section 13, for all requirements for the City’s Affirmative Action program for contractors. Call the Contract Compliance Specialist at (608) 266-4910 with questions.

8.3 Insurance

All City contractors must provide a Certificate of Insurance. You must carry the insurance policies required by section 27 of the **Sample Contract**. This includes general liability insurance, workers compensation, automobile liability, environmental liability, and umbrella liability insurance. Please see the instructions and section 27 of the Sample Contract for the insurance requirements.

For City Use Only:

Contract Expiration Date: _____

Does the contract include renewals? ☐ Yes ☐ No

No. of renewals: _____

Contract/Project Name: _____

Are the renewals Automatic or Optional? ☐ Automatic ☐ Optional

Duration of each renewal: _____

City of Madison CONTRACT FOR PURCHASE OF SERVICES (Grant funded)

1. **PARTIES.**

This is a Contract between the City of Madison, Wisconsin, hereafter referred to as the "City" and _____ hereafter referred to as "Contractor."

The Contractor is a: ☐ Corporation ☐ Limited Liability Company ☐ General Partnership ☐ LLP
(to be completed by contractor) ☐ Sole Proprietor ☐ Unincorporated Association ☐ Other: _____.

2. **PURPOSE.**

The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**

Contractor will perform the following services and be paid according to the following exhibit(s) or attachment(s):

Exhibit 1: _____

Exhibit 2: _____

Exhibit A: _____

Notice of Federal Funding: This Contract is funded with federal assistance from the _____ and subject to the terms and conditions of the City of Madison's _____, signed by the City on _____, attached hereto as **Exhibit A**.

Compliance with Federal Requirements: The Contractor agrees to comply with all applicable provisions of the grant agreement (**Exhibit A**), relevant provisions of 2 CFR §200 including those found in Appendix II to Part 200, and any other applicable federal statutes, regulations, and executive orders, as applicable.

Important Notice: Contractor is hereby notified that failure to comply with a condition set out in full in this Contract, incorporated by reference, or an assurance or certification related to conduct during the award period may result in the federal granting agency taking action against the City, as recipient. Among other things, the granting agency may withhold award funds from the City, disallow costs, or suspend or freeze the funding or terminate the award. This may require the City to amend or terminate this Contract.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any contract attachments or exhibits except **Exhibit A**, this Contract for Purchase of Services shall control and supersede any such conflicting term. In the event of a conflict between **Exhibit A** and this Contract for Purchase of Services or any other exhibit or attachment, **Exhibit A** shall control.

4. **TERM AND EFFECTIVE DATE.**

This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be from _____ to _____.

5. **ENTIRE AGREEMENT.**

This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**

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

7. **DESIGNATED REPRESENTATIVE.**

Contractor designates _____ as Contract Agent with primary responsibility for the performance of this Contract. If the Contract Agent resigns, is replaced, or is no longer acting as Contract Agent for any reason, Contractor will notify the City in writing of the change, and propose a replacement Contract Agent within seven (7) calendar days. The City may accept another person as the Contract Agent or may terminate this Contract under Section 25, at its option.

8. **PROSECUTION AND PROGRESS.**

A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.

- B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
- C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
- D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
- E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**

This Contract shall be binding on the parties hereto, 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 other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**

- A. During the term of this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
- B. See **Exhibit A** for additional requirements relating to non-discrimination.

13. **AFFIRMATIVE ACTION.**

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$50,000 Aggregate Annual Business with the City*	\$50,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

*As determined by the Finance Director

**As determined by the Department of Civil Rights

(1) **Exempt Status:** In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.

(2) **Request for Exemption – Fewer Than 15 Employees:** (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

(3) **Exemption – Annual Aggregate Business:** (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$50,000 in annual aggregate business with the City for the calendar year in which the contract is in effect. **CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$50,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR, BEGINNING IN 2019.**

(4) **Release of Payment:** (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5) **Articles of Agreement:**

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. 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 insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true (**check one**):

- ☐ A. Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- ☐ B. Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- ☐ C. Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.
- ☐ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract is in effect is less than fifty thousand dollars (\$50,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- A. Cancel, terminate or suspend this Contract in whole or in part.
- B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- C. Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or ten thousand dollars (\$10,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. **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.

15. **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:

FOR THE CITY:

(Department or Division Head)

FOR THE CONTRACTOR:

16. **INDEPENDENT CONTRACTOR AND TAX INFORMATION.**

It is agreed that Contractor is an independent contractor and not an employee of the City, and any persons who the Contractor utilizes or provides for services under this Contract not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent contractor, Contractor may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Contract. No amounts will be withheld by the City for these purposes and payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that they may be subject to civil and/or criminal penalties if they fail to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. **GOODWILL.**

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. **THIRD PARTY RIGHTS.**

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee. See **Exhibit A** for any additional audit and records maintenance requirements. In the event of a conflict between this section 19, **Exhibit A**, and the laws, regulations and other requirements of the federal granting agency, the more strict provision and the longer retention requirement shall control.

20. **CHOICE OF LAW, VENUE, AND FORUM SELECTION.**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, without regard to conflict of law principles. For any claim or suit or other dispute relating to this Contract that cannot be mutually resolved informally, the venue shall be Dane County, Wisconsin, and the parties agree to submit themselves to the jurisdiction of a court of competent jurisdiction in said venue, to the exclusion of any other forum that may have jurisdiction over such a dispute according to any law.

21. **COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.
- C. See **Exhibit A** for any additional requirements relating to conflicts of interest.

23. **CONTRACT PRICE.**

- A. It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$, subject to availability of federal funding under the grant agreement (**Exhibit A**), any subsequent action by the federal government, and compliance with all federal requirements in Section 3.
- B. Payment subject to availability of federal funds. Payment to Contractor is conditioned upon the City's actual receipt and continued availability of funds from the federal granting authority. Should the availability of funds awarded to the City described in **Exhibit A** be reduced, modified, paused, suspended, or canceled by the federal authority, the City may reduce payment to the Contractor as needed. In such event the City shall notify Contractor in writing and the parties agree to confer in good faith to reach agreement on an amendment or other disposition of this Contract, including but not limited to reduction to the scope of work and corresponding payment, early termination, or cancelation, and return of unused funds, if required by the action of the federal granting authority.
- C. Recouping Funds. Contractor shall reimburse the City for any funds paid under this Contract that the City determines have been misused or misappropriated. Any such reimbursement shall be due upon City's written demand to Contractor.
- D. This section 23 shall survive the expiration or termination of this Contract.

24. **BASIS FOR PAYMENT.**

A. **GENERAL.**

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.

- (8) The City will not compensate for unsatisfactory performance by the Contractor.
- B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by providing the Contractor with not less than ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay or reimburse Contractor as set forth elsewhere in this Contract, subject to availability of funds as described in section 23, for work performed as of the effective date of termination and any non-cancelable obligations properly incurred prior to the date of termination, provided, however, that such costs are properly documented as required elsewhere in this Contract, such costs shall not exceed the amount allowed under this Contract, and receipt of all required reports as of the date of termination has been submitted to the City. Contractor shall stop work and cease to incur or obligate any new costs as of the effective date of termination.
- C. The City may also terminate this Contract for any additional grounds for termination described in **Exhibit A and applicable to Contractor**, or if the City's grant agreement (**Exhibit A**) is terminated by the federal granting agency.

26. **INDEMNIFICATION.**

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees. Contractor further agrees to release and hold harmless the City of Madison, and its officers, officials, agents, and employees from any loss or damages incurred by Contractor or its officers, agents, employees, contractors, subcontractors, beneficiaries or direct recipients resulting from the reduction, modification, pause, delay, suspension, cancelation or termination, in whole or in part, of the federal funding awarded to the City under **Exhibit A**.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and non-contributory and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison
ATTN: Risk Management, Room 406
210 Martin Luther King, Jr. Blvd.
Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28.

OWNERSHIP OF CONTRACT PRODUCT.

Subject to the grant agreement in **Exhibit A**, 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 (the "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. The grant or denial of such permission shall be at the City's 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(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29.

BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS. (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. DEFINITIONS.

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

B. REQUIREMENTS. For the duration of this Contract, the Contractor shall:

- (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
- (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
- (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
- (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
- (5) Comply with all other provisions of Sec. 39.08, MGO.

C. EXEMPTIONS: This section does not apply when:

- (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
- (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. **WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. **IT NETWORK CONNECTION POLICY.**

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: www.cityofmadison.com/employeeenet/documents/contracts/posNetworkConnection.docx is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person(s) signing on behalf of the Contractor represents and warrants that they have been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. **COUNTERPARTS, ELECTRONIC SIGNATURE AND DELIVERY.**

This Contract may be signed 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 original; and this Contract may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR:

(Type or Print Name of Contracting Entity)

By: _____
(Signature)

(Print Name and Title of Person Signing)

Date: _____

**CITY OF MADISON, WISCONSIN
a municipal corporation:**

By: _____
Satya Rhodes-Conway, Mayor

Date: _____

Approved:

David P. Schmiedicke, Finance Director

Date: _____

By: _____
Lydia A. McComas, City Clerk

Date: _____

Approved as to Form:

Eric T. Veum, Risk Manager

Date: _____

Michael Haas, City Attorney

Date: _____

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACTS SIGNED BY MAYOR/CLERK:

Obtain contractor's signature first. Route the complete contract + attachments for City signatures using the appropriate signature routing method. Include 1 copy of authorizing resolution & 1 copy of the Certificate of Insurance.

NOTE: Certain service contracts may be executed by the designee of the Finance Director on behalf of the City of Madison:

By: _____
Mary Richards, Procurement Supervisor

Date: _____

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- (b) An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a).
- (c) The City Attorney has approved the form of the Contract.
- (d) The Contract complies with other laws, resolutions and ordinances.
- (e) The Contract is for a period of 1 year or less, OR not more than 5 years AND the average cost is not more than \$100,000 per year, AND was subject to competitive bidding. (If over \$75,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

For City Use Only: SIGNATURE INSTRUCTIONS FOR CONTRACT TO BE SIGNED BY FINANCE (PURCHASING):

Obtain contractor's signature first. Attach the contractor-signed contract with all attachments/exhibits and the certificate of insurance to the requisition in MUNIS.



Form A: Price Proposal and Signature Affidavit

RFP #:

SIGNATURE AFFIDAVIT

Proposer's Certification:

By submitting this proposal, we certify that:

- This entire proposal, including the Price Proposal, has been developed independently and not in collusion with other proposers or anyone competing for the award of this RFP.
- We have not knowingly disclosed the contents of this proposal to any other proposer, anyone competing for the award of this RFP.
- We have not taken any action that would interfere with free competition on this RFP.
- We have not violated any laws in the submission of this proposal or participation this RFP.
- All information in this proposal is true and accurate to the best of our knowledge.

Agreement to comply with all terms of RFP: By submitting this proposal, we agree to comply with all of the terms, conditions, and specifications of this RFP, the sample contract, and any contract awarded under this RFP.

COMPANY NAME

SIGNATURE

DATE

NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING



Form B: References

RFP #:

This form must be returned with your response.

Please list three references that are **NOT** from the City of Madison. If you wish to highlight any additional work experience for the City of Madison, please list it on a separate page.

REFERENCE #1 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #2 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

REFERENCE #3 – CLIENT INFORMATION	
ORGANIZATION/COMPANY NAME	PROJECT MANAGER
TELEPHONE NUMBER	EMAIL
PROJECT START DATE	PROJECT END DATE
PROJECT DESCRIPTION	

ORGANIZATION/COMPANY NAME



Form C: Vendor Profile

RFP #:

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

AFFIRMATIVE ACTION CONTACT

If the selected contractor employs 15 or more employees and does aggregate annual business with the City of \$50,000 or more, the contractor will be required to file an Affirmative Action Plan and comply with the City of Madison Affirmative Action Ordinance, Section 39.02(9)(e), within thirty (30) days contract signature. Vendors who believe they are exempt based on number of employees or annual aggregate business must file a request for exemption. Link to information and applicable forms:

<https://www.cityofmadison.com/civil-rights/contract-compliance/affirmative-action-plan/vendors-suppliers>

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	EMAIL		
ADDRESS	CITY	STATE	ZIP

LOCAL VENDOR STATUS

The City of Madison has adopted a local preference purchasing policy granting a scoring preference to local suppliers. Only suppliers registered as of the bid's due date will receive preference. Learn more and register at the City of Madison website.

<https://www.cityofmadison.com/finance/purchasing/local-businesses/register-business/>

CHECK ONLY ONE:

☐ **Yes**, we are a local vendor **and** have registered on the City of Madison website under the following category: _____

☐ **No**, we are not a local vendor or have not registered.

U.S. DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Date: January 4, 2024
Revised: October 1, 2024
Revised: March 17, 2025

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117–58, November 15, 2021) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2023 for the SS4A Discretionary Grant Program (88 Fed. Reg. 22090, April 12, 2023).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2023 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.
- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
 - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6. (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
 - (1) the "Non-Federal Funds" amount decreases; or

- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14 PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:
- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and

- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable; and
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant

recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:

- (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.

- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2023 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2023” in the program name; and

- (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2023” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure

project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” means articles, materials, or supplies—that consist of only one of the items listed below in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material:

- (1) The listed Items are:
 - non-ferrous metals;
 - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
 - glass (including optic glass);
 - fiber optic cable (including drop cable)
 - optical fiber;

- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means:

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“**Project**” means temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 including any amendments thereto.

18.3 Engineering and Design Services. The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering,

surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities for Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.** If the USDOT Office for Subaward Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f)(6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

ARTICLE 19

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

(a) The Recipient shall not charge to this award costs that are incurred after the period of performance.

(b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to

USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

**ARTICLE 22
[RESERVED]**

**ARTICLE 23
[RESERVED]**

**ARTICLE 24
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS**

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.
- (b) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (c) Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R 200.206, any Federal agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R part 175: Award Term for Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

- 25.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

- 27.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2023 Notice of Funding Opportunity for Safe Streets and Roads for All.
- 27.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.
- 27.3 Environmental Review**
- (a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and
 - (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
- (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
- (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
- (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

27.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, comparable replacement dwellings in accordance with 49 C.F.R. part 24.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section (27.6) for all tiers of subawards under this award.

**ARTICLE 28
MANDATORY AWARD INFORMATION**

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts unless Attachment D is not required for certain Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	[RESERVED]
Attachment D	[RESERVED]
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2023 SS4A Grant Program”, dated March 17, 2025 and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–2830, then the provision in articles 1–2830 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the IIJA section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“Grant Application” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30

AGREEMENT EXECUTION AND EFFECTIVE DATE

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.