

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2021, pursuant to Bidder's Proposal dated December 8, 2020, made in response to a request for bids to be submitted for a **CAD/AVL COMPUTER AIDED DISPATCH SYSTEM FOR THE BUS**, in accordance with the specifications on file in the Office of the Purchasing Agent of the City of Racine, Wisconsin between **CONNEXIONZ LTD** located in Santa Clara, California, hereinafter "Contractor," and the **CITY OF RACINE**, a municipal corporation, located in Racine County, Wisconsin, hereinafter "City."

W I T N E S S E T H :

That the parties hereto do mutually agree as follows:

1. The Contractor hereby agrees to provide a CAD/AVL COMPUTER AIDED DISPATCH SYSTEM FOR THE BUS, as per specifications for a ten year term for March 1, 2021 through February 28, 2031. This Agreement may be renewed for one successive three year period providing both parties to the Agreement agree to the extension under the condition that the price may be renegotiated and all other terms, conditions, and specifications remain the same. Notification to the City of the desire to extend, including any price change request, shall be given by the Contractor at least one year before the contract expiration date.

2. The City agrees to pay the Contractor the sum not to exceed \$683,243.00 in accordance with the Agreement documents. The Contractor may submit a payment request twice per month once service begins. All invoices must include the date and location of work as it appears on the Bidder's Proposal Form and must be submitted through the CONNEXIONZ LTD designee. Penalties for failure to perform will be deducted from payment requests.

3. The contract documents shall consist of this Agreement, the Bidder's Proposal and the specifications, all of which are hereby made a part of this Agreement as though set forth at length herein, and that each and every item and condition set forth in said documents shall be and are binding upon the parties hereto.

4. The Contractor shall provide the City with Certificates of Insurance. Such certificates shall be presented at the time the Agreement is signed. The certificates shall provide that all notices by the insurer to the insured shall simultaneously be sent to the City; that at least thirty (30) days prior to any cancellation of such coverage or any part thereof, written notice shall be given to the City and that unless such notice is given, the purported cancellation will be ineffective. The certificate shall show coverage as per the Bid Specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CONNEXIONZ LTD

By: _____

By: _____

Title: _____

Title: _____

CITY OF RACINE

By: _____
Cory Mason, Mayor

ATTEST:

By: _____
Tara Coolidge, City Clerk

APPROVED AS TO FORM:

Scott R. Letteney, City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

By: _____
Kathleen Fischer, Finance Director