

VALLEY TRANSIT

REQUEST FOR PROPOSALS (RFP) FOR PARATRANSIT (ADA & ANCILLARY) SERVICES

RFP VT23-004

December 18, 2023



Valley Transit

CONNECTING THE **FOX CITIES**

801 S. Whitman Ave
Appleton, Wisconsin 54914

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PART A – BACKGROUND & GENERAL INFORMATION

Background

Valley Transit, owned and operated by the City of Appleton, provides fixed route bus and complimentary ADA demand responsive paratransit service (hereinafter referred to as VTII) along with other ancillary paratransit services. Valley Transit's service area generally consists of the Cities of Appleton, Neenah, Menasha and Kaukauna; Towns of Buchanan and Grand Chute; and Villages of Fox Crossing, Kimberly and Little Chute.

Valley Transit is seeking competitive proposals from interested, qualified and experienced Contractors to provide ADA complementary demand responsive service and several ancillary paratransit services currently offered by Valley Transit. These services are further defined in Part B of this document.

Further info about Valley Transit can be found at: myvalleytransit.com

Definitions

The following definitions are used throughout the Request for Proposal (RFP).

'ADA' means Americans with Disabilities Act

'Contractor' means proposer awarded the contract.

'FTA' means Federal Transit Administration

'Provide' means to furnish and implement

The City of Appleton/Valley Transit is hereinafter referred to as "Valley Transit."

Disadvantaged Business Enterprise

Valley Transit has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. It is the policy of Valley Transit to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

There is no contract goal established for this agreement. If a proposer is certified with the State of Wisconsin as a DBE vendor, please indicate DBE certification within the submitted proposal.

Contract

The term of the contract will be for five (5) years commencing on July 1, 2024 with options to extend for three one-year periods. This contract shall automatically extend into the one-year option periods unless either party notifies the other, in writing, 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s). The funding of each of the services listed within are contingent upon federal, state, and local funding sources.

Funding

Funding for this procurement is provided by City, County, State, and Federal taxpayer dollars. As such, the agreement with the successful proposer shall at all times be subject to the rules and regulations of Wisconsin Department of Transportation and the Federal Transit Administration, under the provisions of the Urban Mass Transportation Act of 1964, as amended. The successful Contractor shall be responsible for complying with all applicable laws and regulations governing the services described in this RFP as a Contractor of Valley Transit. Specific Federal requirements are outlined in Appendix 1.

Insurance & General Requirements

The Contractor shall not commence work until it has obtained all insurance required. See Appendix 2. General requirements are listed in Appendix 3.

Current Contractor

Running, Inc. (318 W Decker St., Viroqua, WI) is the current contractor that operates the paratransit services in this RFP. Running, Inc. uses a fleet of approximately 32 vans to provide the services. The current rates per ride are below:

| SERVICE | 2023 Rate Per Ride |
|-----------------------|--------------------|
| VTII | \$17.85 |
| Senior Transportation | \$17.85 |
| Connector (ESH) | \$25.75 |
| Connector (ESA) | \$25.75 |
| OCHST | \$17.00 |

PART B – SCOPE OF WORK

Basic Requirement

The awarded Contractor shall be responsible for all aspects of the transportation services described in this RFP. This includes providing all equipment, vehicles, facilities and personnel necessary to comply with all requirements listed.

Key Employee

The Contractor will assign an individual whose primary management function will be the direction of services performed by the Contractor.

Service Descriptions

Valley Transit's paratransit service are comprised of the four services described below.

ADA Complementary Paratransit (Valley Transit II): The service is a demand-responsive, limited advance reservation complementary paratransit service for persons whose disabilities prevent their use of the fixed route transit services offered by Valley Transit. This service is designed to comply with the ADA. This service is hereinafter referred to as 'VTII.' VTII is primarily a curb-to-curb service. However, VTII must be compliant with "origin to destination service" as defined in 49 CFR §37.3. This means exceptions are made for riders whose disability necessitates additional assistance beyond the curb. Driver assistance does not include entering a private residence and is limited to door-to-door or the lobby/reception area of a facility.

The Contractor is responsible for maintaining full compliance with the ADA. Further guidance for complementary paratransit is established by the Federal Transit Administration in Circular 4710.1.

Other service characteristics are described in the current service brochure found at:

<https://myvalleytransit.com/valley-transit-two/>

Senior Transportation Service: An ancillary paratransit service that provides rides to elderly individuals age 60 and over residing in the Fox Cities portion of Outagamie County and the Appleton portion of Calumet County. The Contractor can encourage these riders to use of Valley Transit's fixed route service when possible and applicable.

Other service characteristics are described in the current service brochure found at:

<https://myvalleytransit.com/senior-transportation-services/>

The Connector: An ancillary paratransit service designed to provide rides for customers traveling to and from work outside the fixed route area (ESA: Extended Service Area) or outside the fixed route service hours (ESH: Extended Service Hours). The service is an advance reservation, demand-responsive, common-carrier transportation service that provides rides to, from, and within two service area zones. The exact service area of each zone is described later in this document. The purpose of "The Connector" is to: provide transportation options to the less densely populated areas of Valley Transit's service area; offer a late and early morning option for second and third shift workers; and provide a connection to Valley Transit's fixed route transit system. The Contractor must be flexible and adjust to changes during the course of the contract due to fluctuations in ridership levels for this service or service area as fixed routes evolve.

A minimum number of wheel-chair accessible vehicles are required to be available for trips that occur outside of Valley Transit's ADA paratransit service area, shown on the service area map by the dotted line (map link found under "Service Area" below).

Other service characteristics are described in the current service brochure found at:

<https://myvalleytransit.com/vt-connector/>

Outagamie County Human Services Transportation (OCHST): An ancillary paratransit service which provides limited advance reservation, demand-response, common-carrier transportation service to, from, and within two defined service area zones, and all of Outagamie County. The purpose of the Outagamie County Human Services Transportation program (hereinafter referred to as "OCHST") is to provide transportation options for individuals who for other reasons are unable to use the fixed route or shared ride services. The service is demand response using taxis or vans or other vehicles for transportation of those persons whose trip origin and/or destination is within Outagamie County or within the zones listed later in this document.

Service Area

VTII: The service area follows the minimum ADA standard, which is within $\frac{3}{4}$ of a mile from fixed routes. The general geographic area served by Valley Transit's fixed route service includes the Cities of Appleton, Neenah, Menasha and Kaukauna; Towns of Buchanan and Grand Chute; and Villages of Fox Crossing, Kimberly and Little Chute.

Senior Transportation Service: The service area for elderly passengers under this program is the Outagamie County and Calumet County portions of Appleton; all of the City of Kaukauna; the Villages of Kimberly, Little Chute, and Combined Locks; and the urbanized areas of the Town of Grand Chute. Trips from Outagamie County to Winnebago County for medical purposes are allowed for elderly Outagamie County passengers on a limited basis.

VT Connector, Extended Service Area (ESA): The service area begins approximately three-tenths (3/10) mile from nearest Valley Transit bus stop and is bordered on the north by County Hwy JJ, on the south by County Hwy G in the Neenah area and Hwy 10 in Calumet County, on the west by Hwy 76, and on the east by an imaginary line running south from Hwy 41 & JJ to Hwy 10. The ESA service area provides a ring around Valley Transit's fixed route bus structure and does not include it. The ESA service is designed to expand Valley Transit's service area and to provide transfer connections to the Valley Transit fixed route service at six major transfer points.

The transfer points are located on the north on First Avenue & Union Street; on the east at the Goodwill Industries building on Stoney Brook Road; on the south at the Neenah Transfer Center on Church & Doty Streets; on the west at the Fox River Mall; downtown Appleton at the Appleton Transit Center; and at the Foxdale Plaza in Little Chute.

VT Connector, Extended Service Hours (ESH): The service area is the same as described above but also includes all of the Valley Transit fixed route service area. ESH is designed to offer a late night (until midnight) and early morning (beginning at 4:00 a.m.) option for second and third shift workers.

A map showing the service areas Connector and VTII ($\frac{3}{4}$ mile buffer for VTII) can be viewed at:

<https://myvalleytransit.com/vt-connector/>

OCHST: The service area includes all of Outagamie County, The Connector ESA service area to the south and west of Lake Winnebago, and Calumet County as far south and east as Chilton, Wisconsin.

Valley Transit will not reimburse the Contractor for any trips provided outside the applicable service area unless pre-approved.

Service Hours

VTII: Valley Transit II operates the same days and hours as Valley Transit's fixed route service, which currently is Monday - Friday, 5:30 AM - 10:30 PM, and Saturdays, 7:30 AM - 10:30 PM. Additional service is provided beyond the ADA requirement on Sundays from 7:30 AM - 2:00 PM. The following legal holidays are observed: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving; and Christmas. Valley Transit may operate reduced hours of service on Christmas Eve and New Year's Eve, and the Contractor's service hours will be adjusted accordingly.

Senior Transportation Service: The service operates Monday - Friday, 9:00 AM - 5:00 PM.

VT Connector Extended Service Area (ESA): The service will be provided during Valley Transit's regular hours of operation currently 5:30 AM to 10:00 PM Monday through Friday and 7:30 AM to 10:00 PM on Saturdays except on legal holidays. The following legal holidays are observed: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving; and Christmas. Service hours may also be reduced on Christmas Eve and New Year's Eve with Valley Transit's approval.

VT Connector Extended Service Hours (ESH): The service will be provided outside Valley Transit's regular hours of operation from 10:00 PM to midnight and 4:00 AM to 6:00 AM Monday through Friday and 10:00 PM to midnight and 4:00 AM to 8:00 AM on Saturdays. The following legal holidays are observed: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving; and Christmas. Service hours may also be reduced on Christmas Eve and New Year's Eve with Valley Transit's approval.

OCHST: The service operates Monday through Friday from 6:00 AM thru 6:30 PM.

Program Participants

VTII: Participation in this program is restricted to those persons who have been certified as unable to use Valley Transit's fixed-route buses because of a mobility-limiting disability as defined in the ADA, codified under Title 49 of the Code of Federal Regulations, Part 27.

Valley Transit's ADA certification system is two-tiered. All eligible riders receive a white certification card with a 'unconditional' or 'conditional' designation. Unconditional eligibility is provided to riders that are eligible to use the service for any trips (no restrictions). Conditional eligibility is provided to riders whose disability limits their ability to travel independently under certain conditions related to weather, distance to the bus stop, and other reasons. These riders can only use the service under these conditions.

Out-of-town visitors who have been certified as ADA-eligible by another public transit system are automatically eligible for VTII service for up to 21 non-consecutive days. After 21 days, the visitor must be certified by Valley Transit in order to continue using the service.

The Contractor is responsible for transporting only ADA certified riders in this program and enforcement of conditional eligibility.

Senior Transportation Service: Participation in the elderly transportation program will be restricted to those who are age 60 and over residing in the Calumet County portion of Appleton and those who have yellow certification cards in Outagamie County.

VT Connector: This service is common carrier public transportation and as such is available to the general public. There currently are no certification cards for eligible riders, but Valley Transit may implement certification for riders and issue an ID over the term of the agreement.

OCHST: This service is only available to individuals who are referred by Outagamie County Human Services.

Passengers who commonly use the OCHST service will be minors and may need applicable child safety seats which need to be provided by the Contractor. Children under four years of age must have a caregiver twelve years of age or older accompany them. When transporting minor children, no other passengers are allowed to ride in the vehicle at the same time other than the caregiver, older sibling, parent, foster parent, or other relative. No other passengers will be permitted on the vehicle for children age four to twelve other than siblings or children housed in the same residential setting.

Note: For all services, passengers eligible for Family Care are required to pay for trips with an agency ticket provided by Valley Transit. Valley Transit will review this area with the awarded contractor prior to contract start date.

Accompanying Riders & Service Animals

Attendants: A personal care attendant (PCA) may accompany a certified VTII passenger at no additional charge. A PCA is a person whose assistance is necessary in order for a passenger to complete their trip. An attendant could be necessary to provide physical and/or cognitive assistance. The arrangement for and use of personal care attendants (PCA) is the responsibility of the program user. The Contractor is not required to provide a PCA for program users. One PCA per program user with disabilities is permitted to ride free.

Companions: A companion may also accompany a certified VTII passenger but must pay the same fare as the passenger. Additional companions accompanying the passenger may be carried provided that other eligible program participants are not denied service as a result.

PCAs and companions must have the same origin and destination as the eligible passenger. Arrangements for PCA and all companions will be made by the eligible passenger at the time of reservation. Valley Transit will not subsidize the cost to transport PCAs or companions.

Service Animals: Guide dogs and other service animals are allowed to accompany certified VTII passengers. Customers must provide notification of their intent to travel with a service animal when they schedule their trip.

Fares

Valley Transit will establish the passenger fare for all services. All fares are subject to change throughout the duration of the contract. The Contractor shall have the ability to a possible tiered fare structure.

The Contractor is responsible for collection of all passenger fares/tickets, retaining collected fares/tickets and crediting the revenue received against the amounts billed to Valley Transit.

In addition to cash fares, Valley Transit will design, produce and sell all pre-paid fare media. Each month, the Contractor will return pre-paid fare media to Valley Transit for payment with the monthly invoice. Fare media should be sorted and bundled in increments of fifty tickets.

Current passenger fares are listed below by service.

VTII: The one-way fare for basic service, (Origin to destination) is \$4.00. The Sunday fare is \$11.00.

VT Connector - Extended Service Area (ESA): The one-way fare is \$4.00.

VT Connector - Extended Service Hours (ESH): The one-way fare is \$6.00, which provides transportation beyond the fixed route service hours.

OCHST: No passenger fares are associated with this service.

Service Demand

Below is ridership and mileage data by service. Future volume is not guaranteed.

Ridership

| Year | VTII (Mon-Sat) | VTII Sunday | Senior Trans. | Connector | OCHST | Total |
|------|----------------|-------------|---------------|-----------|-------|---------|
| 2022 | 61,005 | 346 | 1,701 | 13,608 | 184 | 76,844 |
| 2021 | 70,472 | 251 | 1,988 | 14,519 | 579 | 87,809 |
| 2020 | 54,544 | 106 | 1,305 | 15,366 | 367 | 71,688 |
| 2019 | 106,657 | 867 | 2,845 | 20,995 | 374 | 131,738 |

Miles

| Year | VTII | Sunday | Senior | Connector | OCHST | Total |
|------|---------|--------|--------|-----------|-------|---------|
| 2022 | 456,358 | 3,577 | 11,076 | 115,303 | 4,747 | 591,061 |
| 2021 | 528,197 | 2,122 | 12,328 | 110,711 | 6,710 | 660,068 |
| 2020 | 397,252 | 729 | 7,658 | 113,798 | 3,835 | 523,272 |
| 2019 | 558,877 | 21,026 | 14,400 | 115,313 | 2,163 | 711,779 |

Hours

| Year | VTII | Sunday | Senior | Connector | OCHST | Total |
|------|--------|--------|--------|-----------|-------|--------|
| 2022 | 27,852 | 304 | 727 | 6,026 | 155 | 35,064 |
| 2021 | 27,305 | 136 | 718 | 4,582 | 242 | 32,983 |
| 2020 | 20,638 | 38 | 440 | 4,474 | 144 | 25,734 |
| 2019 | 29,799 | 1,092 | 760 | 5,719 | 118 | 37,488 |

Connector rides are 18 percent Extended Service Area and 82 percent Extended Service Hours.

For VTII and Senior Transportation program, approximately 66 percent of trips are ambulatory and 34 percent are non-ambulatory.

Scheduling & Dispatching

The Contractor will be solely responsible for and required to schedule and dispatch all program trips using Valley Transit's paratransit scheduling system software. The software used is owned by Valley Transit, which is web-based and accessed by the Contractor via the internet. Internet service, workstations and the required hardware necessary for connectivity are the responsibility of the Contractor. The Contractor will not be allowed to utilize or modify this system or its components in any manner that is not specifically approved by Valley Transit and the City of Appleton Information Technology Department.

The current scheduling system is a web-based system with tablets mounted in vehicles that provide real-time data to drivers and dispatchers. Valley Transit is currently out for bid for a new ITS system. This system would be in place prior to the contract start date. Valley Transit will be responsible for procuring and installing tablets & mounting equipment onboard the Contractor's vehicles.

Valley Transit will provide a telephone number that transfers to Contractor. The Contractor is required to have sufficient incoming phone lines and staff to manage telephone system. This includes sufficient capacity to handle calls from riders, along with the appropriate staffing to answer calls in a timely manner. Staffing capacity includes answering calls covering the operating hours of all programs, as described further below. Riders under The Connector program could potentially call starting at 2:00 AM for service days beginning at 4:00 AM, so the Contractor must be able to answer and respond to these calls for service. The phone system must also allow after-hour calls from customers who wish to cancel by leaving a message. The system must also allow after-hour calls from customers with immediate service needs and require live contact with an employee of the Contractor who can respond in a timely manner. The Contractor's phone system shall not result in busy signals for incoming calls or excessively long hold times. Any hold times greater than 5 minutes are considered excessively long.

The Contractor must provide a solution for translation services for LEP (Limited English Proficiency) clients to be able to accommodate customer service needs. This includes tracking and reporting information to Valley Transit. A plan for this should be outlined in the proposal.

The Contractor must allow advance registration up to 14 days in advance of a trip and will ensure that subscription service not absorb more than 50 percent of the total number of trips available at any given time of day consistent with Sections 37.131 and 37.133 of the ADA regulations (49CFR). The service must guarantee "next day" service as defined in Section 37.131. Also, the Contractor must allow customers who are unable to schedule their return medical trips (referred to as "will-calls") to call for service when the appointment is over, although Valley Transit may discontinue this service at some point during the term of the contract.

The Contractor may negotiate the pick-up time with the rider but may not require a passenger to schedule a trip to begin more than one hour before or after the desired departure time. The Contractor also must consider the rider's schedule. For instance, a rider cannot be expected to schedule a pick-up time at 4:00 p.m. from work when they work until 5:00 p.m. Nor can a rider be expected to schedule a pick-up time at 9:00 a.m. when they begin work at 8:00 a.m.

VTII: Contractor will accept calls for service at a minimum Monday through Friday between the hours of 7:30 AM and 5 PM. Passengers are required to make reservations the day before the trip is needed (next-day service). At a minimum, VTII passenger reservations must be made before 5:00 PM the day before the trip. On Sundays prior to a Monday service day, the Contractor must accept reservations made between 7:30 AM and 5 PM. Limited use of voicemail to accept reservations on Sunday is sufficient.

All VTII trips shall be scheduled without priorities as to trip purpose.

Senior Transportation Service: Contractor will accept calls for service at a minimum Monday through Friday between the hours of 7:30 AM and 5 PM. Passengers are required to make reservations the day before the trip is needed (next-day service). At a minimum, passenger reservations must be made before 5:00 PM the day before the trip.

VT Connector: Reservations by passengers must be made at least two hours in advance. The Contractor and Valley Transit can encourage more “advanced” reservations but can only require two hour notice. Also, the Contractor must allow more advanced reservations (at least 14 days in advance). At a minimum, reservations must be accepted between the hours of 2:00 AM and 10:00 PM, Monday through Saturday, with other provisions to accept weekend calls and service arrival inquiries from customers and allow after-hour calls from customers who wish to cancel via voicemail.

OCHST: Reservations by passengers must be made at least two hours in advance. The Contractor and Valley Transit can encourage more “advanced” reservations but can only require two hour notice. Also, the Contractor must allow more advanced reservations (at least 14 days in advance). At a minimum, reservations must be accepted between the hours of 7:30 AM and 5:00 PM, Monday through Friday, with other provisions to accept weekend calls and allow after-hour calls from customers who wish to cancel via voicemail.

Valley Transit highly prefers that the Contractor’s call center/dispatching office be located in Fox Cities.

A summary of service and reservation hours by program is listed below.

| Program | Service Hours ¹ | | | Reservation Policy |
|--------------------------------------|----------------------------|--------------------|-------------------|---|
| | Monday - Friday | Saturday | Sunday | |
| VTII | 5:30 AM – 10:30 PM | 7:30 AM – 10:30 PM | 7:30 AM – 2:00 PM | Advanced Reservation (next day service) – made day prior to trip by 5:00 PM |
| Senior Transportation Program | 9:00 AM – 5:00 PM | No service | No service | Advanced Reservation (next day service) – made day prior to trip by 5:00 PM |
| VT Connector | 4:00 AM – 12:00 AM | 4:00 AM – 12:00 AM | No service | Minimum 2 hour notice – More advanced notice will be encouraged |
| OCHST | 6:00 AM – 6:30 PM | No service | No service | Minimum 2 hour notice – Most trips are scheduled at least the day prior |

¹ Service not available on major holidays.

Vehicles

The Contractor shall supply, at its own expense, all vehicles required in performing the services under this agreement. The Contractor shall utilize an appropriate mix of vehicles as described below. The exact mix of vehicles will be submitted by the Contractor and approved by Valley Transit prior to beginning service.

The VTII service must be accessible to ambulatory, semi-ambulatory, and non-ambulatory individuals with disabilities and conform to the accessibility specifications contained in 49CFR, Part 38, Subpart B for ADA and Wisconsin 5.347.48; (2m)(b, c, and d). A sufficient number of spare vehicles, ready for service, shall be available in the event of a vehicle breakdown.

Wheelchair-accessible Vehicles: As required by 49 CFR Part 38, wheelchair-accessible vehicles must be equipped with either a ramp or lift, wheelchair securement and separate passenger lap and shoulder restraints, front or rear-facing mobility device securement positions, and all other requirements stated in Part 38 pertaining to wheelchair-accessible vans. Wheelchair-accessible minibuses or buses may also be used in this service, and those vehicles must conform to the vehicle specifications contained in Part 38.

Inaccessible Vehicles: A portion of vehicles authorized for contract service may be inaccessible vehicles (defined as wheelchair-inaccessible vehicles primarily useable by ambulatory clients). These vehicles may be vans, sedans, station wagons, taxi, buses or minibuses. All inaccessible vehicles used in program service must meet all applicable Federal, State and local vehicle operation regulations.

Vehicles used to provide contract service may not be older than seven years from the original vehicle manufacture date. After a vehicle has reached six years from its manufacture date, Valley Transit will consider exceptions on an individual vehicle basis per Contractor request.

The Contractor shall be responsible for making program materials available to clients in all vehicles via a Valley Transit provided brochure rack. Materials will at a minimum include ticket order forms and customer comment forms. The Contractor shall post signs in vehicles as requested by Valley Transit.

The Contractor shall not sell any space or display any advertising on any vehicle used in the operation of this service. Bumper stickers and other similar materials are specifically not allowed. The Contractor will distribute no literature without express prior authorization from Valley Transit. Advertising space may be sold by Valley Transit with Valley Transit collecting the revenue. Valley Transit will be responsible for costs associated with installation and removal of the advertisements.

The Contractor will display VTII and Connector signage on all vehicles providing VTII and Connector service. Valley Transit will determine the design, size and format of said signage. Cost for sign production and installation will be the responsibility of Valley Transit.

The Contractor is responsible for removing any Valley Transit program identification when disposing of vehicles.

Valley Transit reserves the right to reopen negotiations in the event that the City directly purchases or acquires vehicles to be used by the Contractor.

Vehicle Maintenance

The Contractor shall be responsible for the proper use, care and maintenance of all vehicles and equipment required to adequately fulfill the responsibilities associated with the provision of paratransit services as described herein. The Contractor shall implement and follow its preventive maintenance program described in the RFP submittal for the duration of the agreement. The maintenance program must be fully detailed and maintained in a manual.

The Contractor shall ensure that all vehicles assigned to Valley Transit II, Senior Transportation Service, The Connector and OCHST service meet all Local, state and Federal regulations. Annual vehicle inspections must be performed.

Preventive Maintenance Program: The Contractor is required to follow a preventive maintenance program. The preventive maintenance program, at a minimum, must conform to the vehicle manufacturer's recommended warranty and maintenance requirements for commercial use of the vehicle, and any local, State or Federal regulations, and must include record keeping) for any vehicle providing paratransit services under this agreement. Contractors shall develop a maintenance program detailing activities performed. Copies of vehicle registrations and annual inspections must be sent to Valley Transit's office at minimum once per year or upon request.

Pre/Post Trip Inspections: The Contractor must establish and follow a pre-trip/post-trip inspection program involving a "walk around" exterior inspection and a "walk through" interior inspection of the vehicle before its service tour and again after it returns to the garage. These inspections must include, at a minimum:

- Checks of all fluid levels
- Visual inspection of the belt/hoses
- Visual checks of passenger seats/wheelchair positions, securement straps, seatbelts and shoulder belts
- Test and cleaning, as required, of all lights
- Visual check and operating test of doors
- Visual check, cleaning, as required, of all windows and test of windshield wiper/washer system
- Visual inspection of all emergency equipment and operation as applicable (exits, fire extinguishers, warning devices, first aid kits, etc.)
- Rolling test of braking system
- Visual inspection and cycling of wheelchair lift
- Visual inspection and physical testing of all tires, wheels, lug nuts
- Visual check of exhaust system
- Visual inspection, cleaning as required, and adjustment of all mirrors
- Sound check of all warning systems (horn and back up alarms)
- Inspection for body damage, corrosion and normal wear and tear
- Test of radio functioning
- Climate control systems
- Map books
- Driver identification name plate

In addition to the defects or problems discovered in these inspections, any problems or defects detected and reported by drivers or clients while the vehicles are in service must be noted and recorded in a written defect reporting system. The system must include a formal process of recording all problems, reporting them to appropriate maintenance personnel and reporting when repairs have been completed.

A complete record of all repairs performed on each vehicle must be maintained. This information must be included in the service history of each vehicle. It is the Contractors responsibility to establish arrangements for all service repairs required for compliance under this agreement. Valley Transit is not responsible for any service or repair claims.

Valley Transit or a designated representative shall, at all times, have the authority to inspect any vehicle utilized for the provision of service under this agreement. This authority shall include the ability to direct the immediate withdrawal from service of any vehicle determined by Valley Transit to be unsafe or excessively dirty. Removal of any vehicle from service under this paragraph does not constitute a waiver of the Contractor's requirement to supply an equivalent replacement vehicle to provide the services required by this contract.

The Contractor shall properly maintain operating heating and air-conditioning systems on all vehicles. Maintenance check-ups will be conducted by the Contractor to ensure these systems are operational at the appropriate times of the year. No vehicle shall be operated in service for longer than one day without properly functioning heating or air-conditioning systems.

Vehicles must be kept free of all accident damage (body and mechanical) and must be repaired within 30 days after such damage occurs.

Vehicle Cleanliness/Appearance: All vehicles used in service must be clean and free of all dirt and litter. The interior of each vehicle must be cleaned daily, with a thorough cleaning of the full interior at least once per week. Vehicle exteriors must be washed at least once per week, including during frigid winter months, or more frequently if needed. Valley Transit reserves the right to remove any vehicle with unacceptable appearance from service.

Through the course of the contract, Valley Transit will conduct safety audits (ride checks) in the areas of defensive driving, passenger relations, on-time performance, and scheduling. Any performance problems discovered during these audits shall be addressed by the Contractor to Valley Transit's satisfaction.

Vehicle Communications System

The Contractor is required to provide, install, and maintain a voice communication system for communication with the fleet. This system must be sufficiently powerful to reach all areas covered by the Valley Transit II, Senior Transportation Service, Connector and OCHST service area. The dispatcher must be capable of contacting any vehicle at any time using this system. A system with "flat" spots in the service area is not acceptable. At no time may a vehicle be out of communication range with the dispatcher. If the radio system will not provide adequate coverage, the Contractor must supply a supplemental means of communication for all "dead" coverage areas.

Licensing

The Contractor must be properly licensed to provide paratransit service for people with disabilities and must be in compliance with all applicable federal, state, and local codes, regulations, and licensing requirements as well as all applicable state motor vehicle codes and licensing requirements. The Contractor will provide proof of such to Valley Transit.

No-Shows, Trip Denials & Missed Trips

A "No-Show" is defined as a situation where a passenger does not keep a scheduled trip appointment, cancels at the door, or cancels with less than an hour notice before the trip. The Contractor will attempt to contact the client and wait up to 5 minutes after the scheduled pick-up time before leaving from a pick-up point. If the Contractor arrives after a scheduled pick-up time, the Contractor will wait a minimum of 5 minutes and make every effort to contact the customer.

A “trip denial” includes: (1) any scheduled trip where the pick-up time is more than one hour before or after a requested pick-up time, even if the customer accepts the time offered; or (2) when a customer requests a round trip and only one leg of the trip can be accommodated, if the customer declines the one-way offer, both legs of the trip need to be recorded as denied trips.

A “missed trip” occurs when a passenger is waiting for a scheduled pick-up and the vehicle never arrives. This does not include late pick-ups. However, if the vehicle arrives outside of the pick-up window (15 minutes either side of the scheduled pick-up time) and the passenger has left, this is considered a missed trip and not a no-show.

The Contractor shall provide all available VTII trips that are requested in advance (scheduled by 5:00 PM the day prior to the trip). The Contractor will be responsible for documenting and reporting each VTII no-show, missed trip or denied trip occurrence. If a pattern develops where trips are being denied or missed, the Contractor will immediately implement actions to eliminate denied or missed trips.

Valley Transit will not be responsible for payment for no-shows or properly cancelled trips.

Rider Policy

The Contractor’s drivers, dispatchers and other staff are required to enforce Valley Transit’s rider policies. Rider policies are found on the webpage below.

<https://myvalleytransit.com/wp-content/uploads/2023/01/2023-Paratransit-System-Policies-and-Procedures.pdf>

With specific and timely incident data provided by the Contractor, Valley Transit shall work with riders to ensure a safer and more efficient system.

Data, Reporting & Audits

The following data is required to be reported to Valley Transit.

Mileage and Trip Data. Valley Transit is required by FTA to collect certain mileage and trip data. Most of this data will be accessed through Valley Transit’s software. The following information must be provided/entered for each trip.

- 1) Name and identification number of rider.
- 2) Trip Date
- 3) Origin and destination with appropriate arrival/departure times both scheduled and actual
- 4) Purpose of trip (not mandatory)
- 5) Itemization of trip costs
- 6) Driver name and employee number # (if applicable)
- 7) Actual trip pick-up/drop-off times and actual trip mileage must be recorded manually and entered into Valley Transit’s web-based software through post-trip editing.

Contractor will not be compensated for trips with incomplete or invalid data. Separate monthly reporting of trip denials, missed trips and no-shows is required.

Financial and Performance Data: The Contractor is required to keep separate written financial and performance records. These records will include all wages, salaries, and costs to be used as a base for computing Accounts Payable or Items Reimbursable. Records must be available for inspection by Valley Transit or Valley Transit's approved agent at all times upon reasonable notification.

Employee Data: The Contractor shall provide Valley Transit, upon request, with a list of all personnel who will perform services in any manner and describe how they are involved in the program.

Vehicle Data: The Contractor shall provide a vehicle inventory quarterly. The completed inventory will be due 30 days after the end of each quarter. Contractor shall also report revenue hours, revenue miles, total vehicle hours, total vehicle miles and NTD safety & security incidents on a monthly basis.

Valley Transit reserves the right to direct an audit of accounting records and other related financial books and records. Such audit shall be completed at the Contractor's expense and delivered to Valley Transit no later than 150 days after the end of Contractor's fiscal year.

Performance Standards

The Contractor is required to maintain a minimum annual on-time performance of 90% for VTII ADA services. Other services included in this RFP shall maintain this same standard. This measurement will be based on a 15-minute window from either the scheduled time of pick-up or drop-off. The 90% on-time performance standard for VTII trips will be based on scheduled trips only. This standard will not include "will-calls" (unscheduled return trips from medical facilities).

The Contractor is required to serve will-call trips within one-hour from the time of notification that the passenger is ready to be picked-up.

The Contractor is required to minimize call hold times. This requirement includes answering 95% of calls within 3 minutes and 99% of calls within 5 minutes. The Contractor's phone system will never result in busy signals.

Passenger travel times cannot exceed the normal travel time for the same trip taken by bus.

The Contractor will schedule employees and vehicles necessary to accommodate all periods of peak and non-peak demand. The service shall operate without capacity constraints, like a pattern of trip denials, waiting lists, sub-standard on-time performance, excessive telephone hold times or excessive trip lengths. If the service experiences a capacity constraint, the Contractor shall immediately resolve the issue causing the constraint.

Employee Training

The Contractor shall be required to implement an employee training program that includes new employee training (defensive driving, geographic familiarization, passenger assistance, passenger sensitivity, safe operating practices, ramp/lift utilization, FTA DOT Drug & Alcohol and procedures for securing mobility devices) prior to beginning service. The cost of training materials and instructor fees is the responsibility of the Contractor.

The Contractor shall maintain an outline of their employee training program, including updates as needed. All personnel employed by the Contractor for work under this contract shall participate in applicable training. Contractor shall maintain documentation of completed training by employee.

Employee Standards

All Contractor employees shall be courteous to all passengers and maintain a high level of customer service. Drivers shall conduct themselves professionally as they have been trained to do in the sensitivity training provided by the Contractor. All Contractor employees must refrain from negative comments or behavior toward riders at all times. Rude, offensive and abusive language or behavior is not tolerated.

Drivers shall be neat and clean in appearance. Drivers are required to wear a uniform shirt and picture identification card on uniform that includes driver's name. The Contractor shall be responsible for providing the driver uniform and ID badge. Smoking is not permitted inside or near any vehicle that performs paratransit service for Valley Transit even if passengers are not present.

Federal background checks must be completed for all drivers to ensure each employee has a clean driving and criminal record. The Contractor shall not employ any person as a driver, who has been convicted of a felony involving a crime of violence or committed in the use of a commercial vehicle, convicted of an offense involving a serious traffic violation (as defined in the Commercial Driver's License standards, requirements, and penalties) or who has been convicted of a drug or alcohol offense involving a motor vehicle. Vehicle operators shall have no more than three (3) moving violations and/or chargeable accidents within the previous five (5) year period at time of hire. The Contractor must provide documentation upon request of Valley Transit.

Drug & Alcohol Testing

The Contractor, and any subcontractor performing work under this Contract, shall comply with all United States Department of Transportation drug and alcohol testing requirements, including 49 CFR Part 655, applicable to safety-sensitive employees. It is Contractor's responsibility to establish a compliant Drug & Alcohol Testing Program and Policy. The Contractor will directly pay all costs associated with compliance, including for testing (pre-employment, random, post-accident, reasonable suspicion, return to duty and follow-up). Contractor also bears the cost of employee time associated with this testing.

Contractor shall also be responsible for providing and conducting new employee and supervisory training necessary to ensure AODA compliance. Contractor shall promptly comply with all requests for information from Valley Transit required to complete all federal reports and to audit Contractor's compliance with applicable AODA requirements.

The Contractor will be required to complete annual MIS reports and submit data in a federal reporting system according to Valley Transit's instructions within 60 days after the end of the calendar year.

Service Feedback

Contractor shall follow Valley Transit's public comment policies and procedures. Valley Transit will receive and record complaints related to the provision of this service. Valley Transit will notify Contractor of such complaint. Contractor will be responsible for investigation of complaint and will respond to Valley Transit with results of the investigation within forty-eight (48) hours of notification.

Any complaints or comments received by the Contractor shall be immediately forwarded to Valley Transit.

The Contractor will also be responsible for collecting input from passengers. This is to be done by passing out comment cards in accordance with a schedule to be provided by Valley Transit.

Valley Transit will perform periodic ride checks as it deems necessary and will inform Contractor of the results.

Accident/Incident Notification

Contractor will notify Valley Transit of any vehicular accidents, passenger injury incidents and/or safety/security incidents immediately or as soon as practicable. Written detailed reports are due within three (3) business days of said accident. Any claim made against the Contractor in relation to the services provided under the resulting contract must be reported to Valley Transit, in writing, within two (2) business days.

Inclement Weather

VTII service must be available whenever Valley Transit's fixed-route buses are in operation, including periods of inclement weather. The Contractor should be aware that it is rare for the fixed-route bus service to stop operation, even in inclement weather. However, the buses may run late during inclement weather. Likewise, the paratransit system must run, albeit late, during inclement weather. The Contractor must consult with Valley Transit's contract administrator or designee prior to modifying service.

Invoicing & Payments

Valley Transit will make monthly payments based on specific contract terms and conditions. Billings must be itemized and totaled. Billings will show the total cost, fares, and net cost. Invoices should be delivered to Valley Transit prior to the 10th of the following month. Each month, the Contractor will return pre-paid fare media to Valley Transit for payment with the monthly invoice. Fare media should be sorted and bundled in increments of twenty tickets. Data that is required to be reported with the invoice includes: one-way trips, revenue hours, total hours, revenue miles and total miles by service.

PART C – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION

General Information

All proposals must be submitted via email or mail. All proposals must be received at Valley Transit by **10:00 AM (cst) on Friday January 26, 2024.**

Submittal by Email Instructions:

An emailed proposal shall be received by Valley Transit prior to the due date and time shown above. The email subject line shall state: "PROPOSAL FOR PARATRANSIT (ADA & ANCILLARY) SERVICE, RFP VT23-004." The email file size maximum is 15MB. Proposal file format shall be Portable Document Format (PDF). The Cost Proposal Form (file name = "Cost Proposal") shall be a separate file from the remaining proposal package.

Proposals shall be emailed to valley.transit@appleton.org . Submitting a proposal to any email address other than valley.transit@appleton.org does not constitute receipt of a proposal by Valley Transit.

It is the Proposer's responsibility to verify that the emailed proposal has been timely received and delivered to Valley Transit before the due date and time above. Valley Transit is not responsible for late receipt of a proposal, regardless of the reason for the delay. Proof of transmission does not constitute proof of receipt. The Proposer is responsible for confirming that their emailed proposal response has been successfully received by Valley Transit. To confirm receipt, email Debra Ebben at debra.ebben@appleton.org prior to the due date.

Submittal by Mail Instructions:

If mailed, the proposal package should be addressed to the **General Manager, c/o Valley Transit, 801 S. Whitman Ave., Appleton, WI 54914.** On the outside of the envelope, the proposer should distinctly indicate the name and address of the firm and in the lower left corner should clearly indicate that the envelope contains a proposal for: "PROPOSAL FOR PARATRANSIT (ADA & ANCILLARY) SERVICE, RFP VT23-004." The sealed package shall contain a USB flash drive storing the proposal files in PDF format. The cost proposal must be included as a separate PDF file (file name = "Cost Proposal") on the USB flash drive. When mailed, a hard copy of proposal materials may be included, but it is not required. If mailed, receipt of a proposal by the mail system or other City departments does not constitute receipt of a proposal by Valley Transit.

Any proposal or proposal documents received after the deadline set forth in this RFP will not be considered. Submission of proposal documents by facsimile equipment will not be accepted. It is the proposer's sole responsibility to ensure that their entire proposal is timely and physically received by Valley Transit prior to the deadline set forth in this RFP. Any proposals not complying with these instructions will not be considered submitted to Valley Transit and shall be returned to the proposer unopened and unread.

Proposals may be withdrawn prior to the date/time set for proposal opening. Proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal due data.

All formal proposals submitted shall be binding for sixty (60) calendar days following the submission date.

Valley Transit reserves the right to reject any or all proposals, to waive any informalities in the process, or to accept any proposal deemed in the best interests of the City of Appleton/Valley Transit.

Proposed Schedule

The following schedule provides information on events and deadlines for this proposal.

| | |
|--|-------------------|
| RFP Issued | December 18, 2023 |
| Last day for submitting written questions | January 10, 2024 |
| Email addenda to proposers, which includes answers to all questions submitted, supplements and/or revisions to RFP | January 12, 2024 |
| Proposal submittal deadline (10:00 AM) | January 26, 2024 |
| Estimated contract award date | March 29, 2024 |
| Contract start date | July 1, 2024 |

Written Questions & Addenda

All written questions to this RFP must be emailed to Traci Robinson at traci.robinson@appleton.org according to the schedule above. Only interpretations or corrections of the RFP made in writing by Valley Transit are binding. If referencing specific RFP language, please include page number and section heading.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, addenda will be provided to all known recipients of this initial RFP. To ensure all supplemental information (if available) regarding the initial RFP is shared, interested parties should email their contact info to Traci Robinson at traci.robinson@appleton.org before January 10, 2024.

Proposal Selection

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiations and selection process. Proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements may result in the proposal being rejected. Valley Transit reserves the right to reject in whole or in part, any and all proposals, to waive any informalities, and to accept the proposal determined to be in the best interest of Valley Transit.

Accepted Proposals will be reviewed by an Evaluation Committee. Those Proposals which are judged by the Evaluation Committee to be the strongest will be short-listed (also known as the competitive range). The short-listed proposals will be advanced in the process, which could include an interview.

Based on the evaluation of the written proposal, additional information may be required to clarify or confirm proposal information. Additional information obtained may be of any or all of the following: reference reviews, proposer interview and product demonstration. If additional information is needed via interview, Valley Transit will make every reasonable attempt for scheduling at a time and location that is agreeable to the proposer. Failure of a proposer to fulfill or accommodate additional information requests may result in rejection of that proposer's proposal.

Valley Transit may request a best and final offer from proposals in the competitive range. The competitive range is determined by the evaluation committee.

If only one proposal is received and accepted in response to this solicitation, additional information may be requested of the single proposer to determine if the cost proposed is fair and reasonable or if a negotiation is required.

Award of the contract shall be made to the most responsive and responsible proposer whose proposal meets the specifications and provides the greatest overall benefit (best value) to Valley Transit.

Evaluation Criteria

The following five criteria are listed in priority order and will be used to evaluate the information submitted in each proposal.

Experience & Professional Competence –The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client satisfaction.

Capacity & Technical Approach – The extent to which the firm has the ability to provide the personnel, training, equipment/vehicles and local facilities to perform the scope of work.

Proposal – The extent to which the firm’s proposal is complete and demonstrates a thorough understanding of the scope of the undertaking and its contribution to the transit system.

Price – The competitiveness of price.

**Since each proposal could include varying cost adjustments in years 2 & 3 of the contract, each cost proposal’s rates and other adjustments will be entered into a spreadsheet that determines the annualized cost of the proposal.*

If only one proposal is received in response to the request for proposals, additional information may be requested of the single proposer to determine if the cost proposed is fair and reasonable or if a negotiation is required.

Protest Procedure

Applicability.

These protest procedures apply to all Valley Transit formal competitive procurements (RFPs, RFQs and IFBs), unless different procedures are included in the procurement documents. Procurements that intend to utilize the protest procedures set forth herein should include a reference to these procedures. As used in this section, an “interested party” is any person or entity that has timely submitted a bid or proposal in response to a formal procurement. Protests may only be filed by an interested party.

Guidelines for Protests.

Strict compliance. Strict compliance with the protest procedures is required. No statement by Valley Transit employees, officers, or agents will modify or otherwise alter the protest procedures. Only Valley

Transit's governing boards are authorized to modify these procedures, or the protest procedures set forth in the applicable procurement documents.

Exhaustion of Remedies Required Prior to Pursuing Protest with Federal Funding Agency or any legal action in any court or tribunal. The protest procedures are intended to constitute administrative remedies that must be exhausted prior to an interested party commencing any legal action or requesting review by any applicable federal funding agency.

Deadline. Protests must be filed promptly after the basis for the protest is known, but no later than:

- Protests relating to the procurement solicitation must be submitted in writing no later than five (5) working days from the date of the first published advertisement.
- Protests relating to the evaluation process must be submitted in writing no later than five (5) working days from the postmarked date of written evaluation correspondence sent by the General Manager to the Contractor.
- Protest relating to the award must be submitted in writing no later than five (5) working days from the date of the award.
- Protests relating to post-award issues must be submitted in writing no later than five (5) working days from the date that the protestor verbalizes the concern to the General Manager.
- Requests for reconsideration (if data becomes available that was not previously known, or there has been an error of law or regulation) or appeal to a higher level must be submitted in writing no later than seven (7) working days from the date of the initial determination.

Contents Of Protest. Protests must clearly identify the interested party and the procurement involved in the protest. Protests must completely and succinctly state each and every ground for protest in detail, its legal authority for each protest allegation, and the factual basis for such protest. The protest must include all factual and legal documentation in sufficient detail to establish the merits of the protest. Items that are not included in a protest shall be deemed waived and uncontested.

Filing Of Protest. Protests must be delivered to the Valley Transit offices during normal business hours (but in no event later than 5:00 p.m.) on or before the applicable deadline. Protests must be directed to the attention of the General Manager of Valley Transit.

Resolution. Protests will be decided on the basis of written submissions and any other fact finding determined necessary or appropriate by Valley Transit. Valley Transit may establish a protest evaluation team, and may consult with its legal counsel.

General Manager Response. Upon receipt of a written protest, the General Manager will meet with the protestor within five (5) working days and attempt to resolve the matter informally. If information provided at the conference is to be considered in the protest decision it must be submitted in writing within three (3) days of the conference. The General Manager will respond in writing within five (5) working days of the meeting to each substantive issue raised in the written protest.

If the protestor is not satisfied and indicates an intention to appeal to the next step, the General Manager will temporarily suspend the procurement process, provided that the protest has been timely filed before award, unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause harm to Valley Transit.

Each prospective Contractor will be advised of the pending protest if the protest is filed before award.

Decision On Protest. The General Manager will issue a written decision regarding the protest within thirty (30) days after the filing of the detailed statement of protest.

Local Appeal Procedure. If the protestor makes a timely appeal of the General Manager's decision the matter will be forwarded to the Fox Cities Transit Commission (FCTC) for their review. The protestor will be notified in writing of the date that the appeal will be heard. The recommendation of the FCTC will then be forwarded to the Appleton Common Council for ultimate local disposition of the protest.

FTA Funded Procurements. When the protest involves an FTA funded procurement, the contract administrator will disclose information regarding the protest to FTA, and will keep the FTA informed about the status of the protest. If the protest alleges that Valley Transit has failed to follow its written bid protest procedures, the protestor may ask that FTA review the protest in accordance with FTA C4220.1F. The protestor must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protestor has received actual or constructive notice of Valley Transit's final decision. The FTA will generally limit its review of protests to those situations where a grantee, (i) does not have protest procedures, (ii) has not complied with its protest procedures, or (iii) has not reviewed a protest when given the opportunity to do so, or in cases of violations or federal law or regulation.

Required Proposal Elements

Proposals shall include the specified elements below:

- a. Transmittal/Cover Letter containing the statement of performance verification criteria listed below and signed by an authorized officer of the responding organization.
 - 1) The information contained in this submission is accurate and complete as of the date of submission.
 - 2) The responding organization understands and is willing to comply with all contractual requirements.
- b. Written Proposal Response
- c. Cost Proposal Form
- d. Acknowledgement of Amendments/Addendums (if any)
- e. Lobbying Certification

Written Proposal Response

Proposers shall respond to the following within their proposal. Each proposal shall limit their proposal to these elements and maintain the same order in their response.

1. Provide the name of your business/organization, address, telephone number, email address and legal status of business (Sole proprietor, For-profit corporation or joint venture corporation, For-profit partnership, Non-profit corporation, Public agency, or Other/Identify).
2. Provide the name of the Chief Executive Officer (or Administrator) of business/organization.
3. Provide the name of individual designated to represent the organization in subsequent discussions or negotiations related to this RFP. Include name, title, telephone number & email address
4. Provide key employee's name and experience.
5. Provide a complete list of all paratransit operations contracts the firm has had within the last three years. For each organization, please include Agency Name, Contact Person, Phone Number, Address and Years of Experience. Please note: Valley Transit may check references outside of the submitted list.
6. Have any of your transportation contracts been canceled or suspended due to inability to comply with the terms of the agreements? If yes, describe why each agreement was canceled or suspended.
7. List the vehicles to be used to provide the service described in this RFP in a table. For each vehicle type include number of vehicles, manufacturer and model, model year, seating capacity and type and type of communication. Also provide the following for vehicles to be used for wheelchair riders: ramp/lift capacity (weight & width), number of tie-down areas and forward or rear facing.
8. Describe the vehicle maintenance program presently utilized by your organization. Describe both preventive and corrective maintenance programs. Note which activities are performed directly by your organization and which activities are subcontracted.
9. Describe how the interior and exterior cleanliness of vehicles will be maintained.
10. Provide insurance loss runs for the past five years.
11. Describe the location of resources and facilities to be used under this contract (main office, reservation intake/dispatch, key employee, maintenance, driver training, vehicle storage, etc.)?
12. Provide the estimated number of employees by job category (driver, dispatcher, mechanic, trainer, supervisor, etc.) that will be utilized to implement this service. Include the functions and responsibilities of each job category.
13. Describe your phone system for receiving trip requests?
14. Describe your scheduling and dispatching process as it will pertain to services provided in this proposal. Include: 1. total number of dispatchers used during peak and non-peak periods; 2. Hours/days of call-taking operations; 3. Number of telephone lines; and 4. Other relevant information.
15. Are the dispatching personnel numbers listed above dedicated to Valley Transit services or shared with other operations provided by the proposer? If dispatchers are shared, how is adequate access for Valley Transit customers ensured?
16. How will dispatchers become local experts (knowledge of the Fox Cities streets, facilities, destinations, etc.)?
17. Describe how you plan to incorporate Valley Transit's software into the scheduling and dispatching process.
18. Describe your driver screening and selection policy. What will be the minimum criteria for hiring drivers? What training will be provided to newly hired drivers? What refresher or continual training is provided to existing drivers?
19. How do you limit turnover of employees? What incentives or benefits are provided to employees

- to reduce turnover and increase job satisfaction?
20. How will the proposer ensure that all personnel (drivers, dispatch, and supervisors) are knowledgeable of the services and uniformly enforcing Valley Transit policies?
 21. Describe how the proposer will monitor the daily performance of the service and employees to ensure customer satisfaction. Include who will monitor it.
 22. Describe your procedures to handle challenging behaviors exhibited by riders.
 23. Describe how you will track and record missed, denied and no-show trips. How will you assure that properly cancelled rides (cancelled more than one hour in advance) or missed trips due to dispatcher/driver error are not recorded as no-shows?
 24. Does your firm currently have a Drug and Alcohol testing program that complies with FTA requirements? If yes, describe your existing program and include your current drug and alcohol testing policy. Attach info and/or documentation if necessary. If your firm does not have a current program, describe your plan to develop and implement a compliant program prior to the contract start date.
 25. Include a plan outlining a proposed process and timeline for project implementation if awarded this contract. Plan shall include key events and dates, beginning with the estimated contract award date of March 29, 2024 through the service start date of July 1, 2024.
 26. List any proposal modifications for us to consider that would lower your cost per trip.
 27. Briefly describe any additional information or value-added capabilities that you believe may be relevant to the evaluation of your organization's proposal.

Cost Proposal Form

The proposer may recreate the form below but must maintain the same content in the same order.

The proposal price shall be based on a fixed rate per one-way trip. The chart below includes the fixed rate cost by service for the first year of the contract **(7/1/2024 – 6/30/2025)**. No adjustments will be made to the year-one per trip rate. The rate shall include all costs necessary to fully complete the contract.

| | Cost Per One-way Trip |
|--|------------------------------|
| VTII | |
| Senior Transportation Service | |
| The Connector | |
| Outagamie County Human Services Transportation (OCHST) | |

Please list any other costs not included above (attach details, if needed):

| Specify Service Type | \$ |
|-----------------------------|-----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

If the firm has any alternative ideas that would reduce the cost of the proposed project, please attach an explanation of your proposed alternative with costs to this form.

Firm Name

Authorized Signature

Date

Lobbying Certification

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

If the undersigned is required to complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying" (see #2 above), please include Standard Form—LL with this proposal submittal.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

APPENDIX 1 – FEDERAL CONTRACT CLAUSES

The following clauses will be attached to the awarded proposer's contract.

No Obligation by the Federal Government

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

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

Program fraud and false or fraudulent statements and related acts

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

Access to Records

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator,

the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-11/FTA-Master-Agreement-v30-2022-11-02_0.pdf) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

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

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to

Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprises

49 CFR Part 26

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.18 %. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Valley Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Valley Transit. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Valley Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify Valley Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Valley Transit.

Incorporation of FTA Terms

FTA Circular 4220.1F

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Valley Transit requests which would cause Valley Transit to be in violation of the FTA terms and conditions.

Termination Provisions

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(2) Termination for Default - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Valley Transit may terminate this contract for default. Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by Valley Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Valley Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Resolution of Disputes, Breaches, or Other Litigation

49 CFR Part 18

FTA Circular 4220.1E

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Valley Transit's Transportation Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Valley Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Valley Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Valley Transit is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Valley Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Clean Air

42 U.S.C. 7401 et seq
40 CFR 15.61
49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Energy Conservation

42 U.S.C. 6321 et seq.

49 CFR Part 18

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

Conformance with ITS National Architecture

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Contract Work Hours & Safety Standards Act

1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. *Note: According to the Department of Labor, transportation contracts are exempt.*

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Transit Employee Protective Arrangements

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter.

Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

School Bus Operations

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

Drug and Alcohol Testing

The Contractor hereby assures and certifies that it will comply with all requirements of 49 CFR Part 655; FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations", to the extent applicable.

ADA Access

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
(11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Notification of Federal Participation

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Valley Transit's Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Safe Operation of Motor Vehicles. (a) Seat Belt Use.

23 U.S.C. § 402 note, (62 Fed. Reg. 19217)

The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," by adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

Safe Operation of Motor Vehicles. (b) Distracted Driving, Including Text Messaging While Driving.

23 U.S.C. § 402 note, (74 Fed. Reg. 51225)

The Contractor agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

FTA Master Agreement (28) Section 39(b).

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

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and

(3) Additional Notice to U.S. DOT Inspector General. Valley Transit must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which it is located, if Valley Transit has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Valley Transit and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant (Contractor) of Valley Transit. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Valley Transit. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Valley Transit, including divisions tasked with law enforcement or investigatory functions.

APPENDIX 2 – CITY OF APPLETON INSURANCE REQUIREMENTS

Project: VALLEY TRANSIT PARATRANSIT

The contract or purchase order is not considered approved and the Contractor shall not commence work until proof of the required insurance has been provided to the applicable department for the City of Appleton.

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and any insurance or self-insurance maintained by the City of Appleton, its officers, Council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed or the length of time specified in the contract or listed below, whichever is longer.

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

Commercial General Liability coverage at least as broad as Insurance Services Office (ISO) Commercial General Liability Form, including coverage for products liability, completed operations, contractual liability, and explosion, collapse, underground coverage with the following minimum limits and coverage:

- Each occurrence limit..... \$1,000,000
- Personal and advertising injury limit..... \$1,000,000
- General aggregate limit (other than products/completed operations per project \$2,000,000
- Products/Completed Operations aggregate \$2,000,000
NOTE: coverage must be carried for two years after acceptance of completed work
- Fire damage limit – any one fire\$50,000
- Medical expense limit – per person\$5,000

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form with \$1,000,000 minimum limits combined single limit per accident for bodily injury and property damage, provided on a Symbol #1 - "Any Auto" basis.

Workers' Compensation as required by the State of Wisconsin and employer's liability insurance with sufficient limits to meet underlying umbrella liability insurance requirements. If applicable for the work, coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers Liability:

- Minimum limit each occurrence..... \$2,000,000
- Aggregate..... \$2,000,000
- Maximum self-insured retention.....\$10,000

2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS/SUB-SUB CONTRACTORS

- **Builder's Risk/Installation Floater/Contractor's Equipment or Property:** The Contractors are responsible for loss and coverage for these exposures. The City of Appleton will not assume responsibility for loss, including loss of use, or damage to property, materials, tools, equipment and items of a similar nature which are being used in the work being performed by the Contractor or its subcontractors or are to be built, installed or erected by the Contractor or subcontractors.
- **Primary and Non-Contributory requirement:** All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City of Appleton.
- **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the State of Wisconsin.
- **Additional Insured Requirements:** The City of Appleton, and its officers, Council members, agents, employees and authorized volunteers must be named as additional insureds on all liability policies for liability arising out of the project. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products-Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.
- **Certificates of Insurance** acceptable to the City of Appleton shall be submitted prior to commencement of the work and shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure or its equivalent must also be provided.

3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (Watercraft liability if applicable), Automobile Liability, Workers' Compensation and Employers Liability, (Aircraft liability if applicable) insurance as broad and with the same limits as required per Contractor insurance requirements in Section 1.

The following additional coverages are required where the corresponding box is checked. In addition, Contractor shall be responsible for consulting with its insurance carrier to determine whether any of the other following coverages should be carried based upon the specific project:

- Bond Requirements**
 - **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
 - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising

thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.

- Acceptability of Bonding Company: The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
- License and Permit Bond: The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

Property Insurance Coverage to be provided by the Contractor

- The property insurance must include coverage for engineering or architect fees and must equal the bid amount, plus any change orders.
- Coverage includes property on the work site/s, property in transit and property stored off the worksite/s.
- Coverage will be on a Replacement Cost basis.
- The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
- Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
- Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
- Coverage must include testing and start up.
- Coverage must include boiler and machinery if the exposure exists.
- Coverage must include engineers' and architects' fees.
- Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
- The policy must cover/allow partial utilization by owner.
- Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
- Contractor is responsible for all deductibles and coinsurance penalties.

Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultant/Engineers

- Definition of "Covered Operations" in the policy must include the type of work being done for the City of Appleton
- Limits of Liability
 - \$500,000 each loss for bodily injury, property damage, environmental damage
 - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
- Deductible must be paid by the Contractor, consultants/engineers
- The City of Appleton, its Council members and employees must be Additional Insureds
- The policy must also cover subcontractors
- Specify if "Wrongful Delivery" is covered
- Must cover motor vehicle loading and unloading and show on Certificate of Insurance
- Certificate of Insurance must state:
 - If the policy is an Occurrence or Claims Made Form

- If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress
- Aircraft Liability insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo IF the project includes the use or operation of any aircraft, drone or helicopter.
- Watercraft liability protection and indemnity coverage to be provided by the Contractor

APPENDIX 3 – GENERAL REQUIREMENTS

The following requirements and conditions shall be considered an essential part of the specifications and proposal. Quotations will be submitted in accordance with the requirements of the following terms and conditions and technical specifications.

- All Vendors must conform to the final approved specifications as are included in the proposal documents.
- Contractors must have a quality assurance program in place and shall be prepared to provide documentation of such if so requested by Valley Transit.
- Valley Transit is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. Valley Transit will furnish necessary exemption certificates upon request.
- The price quoted in any proposal shall include all terms of items of labor, material, tools, equipment, and other costs necessary to fully complete the contract.
- Contractor agrees not to subcontract for any of the services it is obligated to perform under this proposal without the advance written consent of Valley Transit.
- Valley Transit shall not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the same.
- The Contractor shall be responsible for all OSHA safety requirements. Failure of the Contractor to follow OSHA requirements may result in a stop work order from Valley Transit until the violation is corrected, or termination of the contract, at Valley Transit's option. Contractor shall not be entitled to any additional compensation, over the original contract amount, or additional time to complete the project, for any delay resulting from a sanction pursuant to this section.
- The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to 1) all employees on the project and all other persons who may be affected thereby, 2) all of the work and materials and equipment to be incorporated in the project and 3) other property at the site or adjacent thereto. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.
- Quality of Materials and Workmanship: All materials will be of good quality. Except as to any supplies and components which the specification schedule specifically provides need not be new, the Contractor represents that the supplies and components to be provided under this contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components that are not new is necessary or desirable, he/she shall notify Valley Transit in writing, including the reasons. Valley Transit will authorize

the use of such supplies if deemed desirable with an appropriate price adjustment. Workmanship quality will be sufficient to assure compliance with technical specifications.

- Communications: Communications in connection with this contract shall be in writing and shall be delivered personally or by fax; or by email; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of Valley Transit and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.
- Official Receipt - Communications shall be considered received at the time actually received by the addressee or designated agent.
- This proposal shall at all times be subject to the rules and regulations of the Wisconsin Department of Transportation (WisDOT) and FTA (Federal Transit Administration) under the provisions of the Federal Transit Act of 1964, as amended.
- This contract is subject to a financial assistance contract between Valley Transit and the U.S. Department of Transportation - Federal Transit Administration (FTA), and this procurement will be done in accordance with their requirements.
- Contractor agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, including attorney fees arising out of the work performed as described herein, caused in whole or in part by any negligent act or omission of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
- Valley Transit may terminate the resulting contract at any time by a thirty (30) day's prior to "notice in writing" from the Valley Transit General Manager to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.