

VALLEY TRANSIT

REQUEST FOR PROPOSALS (RFP) FOR BUS ADVERTISING SERVICES

RFP VT26-001

March 10, 2026



Valley Transit

CONNECTING THE **FOX CITIES**

Valley Transit
801 S. Whitman Ave
Appleton, Wisconsin 54914

TABLE OF CONTENTS

PART A – BACKGROUND & GENERAL INFORMATION 2
Background 2
Bus Service Level 2
Disadvantaged Business Enterprise 3
Funding 3
Contract & Payments 3
Insurance 3

PART B – SCOPE OF WORK 4
Summary 4
Revenue 4
Revenue Payments 4
Residual Advertising 5
Assignment of Contracts 5
Material 5
Ad Installation & Removal 5
Advertising Policy 6

PART C – VALLEY TRANSIT RESPONSIBILITIES 7
Contract Administrator 7
Fleet Maintenance 7
Ad Installation Scheduling 7

PART D – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION 8
General Information 8
Proposed Schedule 9
Written Questions & Addenda 9
Proposal Selection 9
Evaluation Criteria 10
Interview/Presentation 10
Protest Procedure 11
Required Proposal Requirements 12
Written Response Format 13
Revenue Proposal Form 14

APPENDIX 1 – FEDERAL CONTRACT CLAUSES 15

APPENDIX 2 – SAMPLE CONTRACT 23

APPENDIX 3 – CITY OF APPLETON INSURANCE REQUIREMENTS 30

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 along with other ancillary paratransit services to customers in the Fox Cities. 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. The City of Appleton/Valley Transit is hereinafter referred to as "Valley Transit."

Valley Transit currently manages the bus advertising sales and installs with internal staff. The objective of this RFP is to identify and select a qualified Contractor to sell, install, display, and maintain advertising space on 28 Valley Transit heavy duty buses to generate and grow advertising revenue for Valley Transit.

The current fleet consists of the following vehicles:

Year	Manufacturer	Model	Size	Quantity
2017*	New Flyer	XD40	40'	3
2018*	New Flyer	XD40	40'	1
2019	New Flyer	XD35	35'	9
2020	New Flyer	XD40	40'	5
2021	New Flyer	XD35	35'	5
2022	New Flyer	XD40	40'	3
2022	New Flyer	XD35	35'	2

**Model year 2017 & 2018 buses provide limited service (a few hours each day during the school year). Remaining vehicles are used in regular daily service.*

Valley Transit utilizes approximately 16-20 buses in daily service. The assignment of buses to routes is rotated daily. Valley Transit does not continuously assign the same bus to the same route. The only assignment constraint is that 40' buses are reserved for the busiest routes to ensure adequate capacity.

In 2024, Valley Transit buses provided 628,735 passenger trips and operated 781,320 total miles. Valley Transit CY 2026 bus service will operate on weekdays from 5:45 am to 6:45 pm and Saturdays from 7:45 am to 1:45 pm on regular schedules throughout the Fox Cities.

Further info about Valley Transit, including route maps, can be found at: <https://myvalleytransit.com/>.

Bus Service Level

The services described in this RFP are based on current funding levels. It is important to note that budgetary changes at all levels of government may result in the reduction of services currently provided by Valley Transit. Valley Transit has plans to expand service within the next 5 years. As a

result, Valley Transit does not imply or guarantee that current levels of service or passenger volumes will be maintained over the term of this procurement.

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 as a DBE in the State of Wisconsin and listed in the Unified Certification Program Directory, please indicate DBE certification within the submitted proposal in the "Qualifications, Related Experience & References" section of the Written Proposal Response.

Funding

Funding for Valley Transit is provided by City, County, State, and Federal taxpayer dollars. As such, the agreement with the successful proposer shall 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.

Contract & Payments

The term of the contract will be for five (5) consecutive years commencing on in May of 2026. A sample City of Appleton contract is shown in Appendix 2. Proposers are required to call out any proposed modifications to the sample contract in your proposal submittal.

Insurance

The Contractor shall not commence work until it has obtained all insurance required. See Appendix 3.

PART B – SCOPE OF WORK

Summary

The awarded Contractor shall provide all work and services necessary to solicit and secure advertisers for available exterior and interior space on the buses; assist advertisers with design and production of materials as necessary; place and remove or arrange for the placement and removal of said materials on the buses; and handle all billing, collection, and payment of funds for the display of advertising on Valley Transit buses. The Contractor shall maximize advertising revenues and, as reasonably as possible, utilize 100% of the available advertising space.

The current available advertising locations include a full bus wrap, partial side wraps, streetside, curbside, tail, and interior bus cards (typically 11" X "28). Traditional exterior bus ad sizes for 35' and 40' buses can be found at: <https://myvalleytransit.com/business/> (click on "Exterior Advertising Space & Rates" link).

Other ad sizes or available space may be used upon approval by Valley Transit.

Valley Transit currently offers unused interior bus ad space to government entities. The only cost for the government entity would be to cover the printing and material expenses of the bus cards. As a value-added service, Valley Transit prefers a contractor that can print and deliver affordable interior bus cards for Valley Transit and approved government entities. Other revenue generating interior bus cards take precedence over interior cards provided at no cost.

The successful Contractor shall allow Valley Transit to display advertising and notices pertaining to its own operations in unsold spaces and locations. The Contractor may not sell or install more than ten (10) full bus wraps without prior authorization by Valley Transit.

It shall be the responsibility of the Contractor to provide, install and remove all advertising signs/materials.

Revenue

The Contractor shall provide a monthly guaranteed minimum revenue amount and a monthly percentage of gross monthly sales in the Revenue Proposal Form in Part D. The Contractor shall pay Valley Transit the monthly guaranteed minimum revenue amount or the monthly percentage of gross monthly sales, whichever is greater. Proposers can propose different monthly minimums and percentages for each contract year at its discretion.

Any agency fees, commissions or production costs for which the contractor may become liable as a result of sale of the advertising space contemplated by this solicitation shall be the responsibility of the contractor and shall not be deducted from the guaranteed payments due Valley Transit.

Revenue Payments

It shall be the responsibility of the awarded Contractor to collect and retain all money and compensation paid or agreed to be paid by third parties for all advertising on Valley Transit buses.

Monthly reports and payments shall be forwarded within fifteen (15) days after the end of each month to:

Valley Transit
801 S. Whitman Ave.
Appleton, WI 54914

At a minimum, monthly reports shall contain each advertiser's account:

- Name
- Gross revenue
- Percentage due Valley Transit
- Totals by ad location category

Residual Advertising

Existing bus advertising contracted for and installed on Valley Transit's fleet shall be referred to as residual advertising. The awarded Contractor shall be required to fulfill existing contracts.

Assignment of Contracts

All advertising contracts generated through this revenue agreement shall be deemed to be assigned to Valley Transit. If the Bus Advertising Services agreement with Valley Transit is terminated or upon the natural expiration of its terms, all assigned advertising contracts shall become the property of Valley Transit. The awarded Contractor shall provide Valley Transit, or Valley Transit's designee, with all advertising materials related to the assigned advertising contracts.

Material

The vinyl material used for the direct application of advertisements shall be selected for ease of application and removal, durability, and readability. Other materials may be used upon approval by Valley Transit.

Full and partial bus wraps with ad material that covers bus windows must be designed to allow passengers to see outside of the bus. Design should include visibility from the outside into the bus for security. Curb side window adjacent to the bus's front door shall remain uncovered when full bus wrap is installed.

Valley Transit uses interior bus ad cards printed on paper card stock and plastic material. Valley Transit prefers .03 styrene plastic or an approved equal for all future interior ad cards.

Ad Installation & Removal

The Contractor is solely responsible for all labor and expense of application and removal of each advertisement and, if any damage occurs because of decal or card removal, for restoring the buses to their original condition, including repainting and reapplying the Valley Transit logo if necessary.

Valley Transit may direct the Contractor to complete the work or make the necessary repairs to advertisements.

Advertisements displayed by the Contractor with dated content shall be removed by the end of the month in which the material expires. Advertisements with expired contracts shall be removed as soon as reasonably possible.

The contractor's materials and/or other items affixed to Valley Transit buses shall not interfere with the normal operation, safety, or routine maintenance of said buses. Bus fleet number needs to remain visible or printed on vinyl when covered.

The Contractor must maintain a record of all interior and exterior advertising posted and removed by bus number.

Advertising Policy

Valley Transit reserves the right to reject any ad it deems inappropriate. Ads for tobacco, alcohol, religion, political candidates, and political issues will not be accepted. In addition, Valley Transit will not accept ads of a sexual or suggestive nature. The awarded contractor is expected to adhere to Valley Transit's advertising policy.

Valley Transit shall review and approve all ads prior to installation. The awarded contractor is responsible for all proofing and edits for final ads.

PART C – VALLEY TRANSIT RESPONSIBILITIES

Contract Administrator

Valley Transit's Enterprise Account Manager shall act as contract administrator with respect to the work performed under this contract.

Fleet Maintenance

Valley Transit will notify the contractor when a bus is being held out of service for unscheduled maintenance or accident and will be out of service for an extended period of time.

Ad Installation Scheduling

Installation and removal of ads will be completed at Valley Transit's garage located at 801 S. Whitman Ave., Appleton, WI 54914, unless another location is necessary upon approval of Valley Transit. Valley Transit can hold buses in the garage for installation of ads. Unforeseen mechanical issues can impact bus availability. The Contractor is required to provide Valley Transit a reasonable advance notice to schedule ad installations.

The Contractor shall complete all advertising installation work in an expeditious manner and shall not keep any bus out of service more than 2 hours, except for the installation of full bus wraps. The Contractor may keep a bus out of service for no more than two (2) days to install a full bus wrap advertisement.

The Contractor shall have access to buses during the hours (7:30 am – 5:00 pm, M-F). The Contractor's installers must check in with Valley Transit supervisory staff prior to servicing bus advertisements.

If needed, Valley Transit can install interior ad cards after ads have been delivered to Valley Transit. Valley Transit requires advanced notification when interior ads need to be removed.

PART D – 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 (central time) on Tuesday March 31, 2026.**

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 BUS ADVERTISING SERVICES, RFP VT26-001." The email file size maximum is 15MB. Proposal file format shall be Portable Document Format (PDF).

Proposals shall be emailed to valley.transit@appletonwi.gov. Submitting a proposal to any email address other than valley.transit@appletonwi.gov 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 Kristin Stohl at Kristin.Stohl@appletonwi.gov 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 BUS ADVERTISING SERVICES, RFP VT26-001." The sealed package shall contain a USB flash drive storing the proposal files in PDF format. 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 date.

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	March 10, 2026
Last day for submitting written questions	March 19, 2026
Email addenda to proposers, which includes answers to all questions submitted, supplements and/or revisions to RFP	March 24, 2026
Proposal submittal deadline (10:00 AM)	March 31, 2026
Proposer Interview/Presentation, if needed	April 7, 2026
Estimated contract award date	May, 2026

Written Questions & Addenda

All written questions to this RFP must be emailed to Kristin Stohl at Kristin.Stohl@Appletonwi.gov 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 Kristin Stohl at Kristin.Stohl@Appletonwi.gov before March 19, 2026.

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 from the single proposer to determine if the proposal 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 four criteria are listed in priority order and will be used to evaluate the information submitted in each proposal.

Revenue: Both the proposed percentage payment and proposed guaranteed minimum monthly payment will be evaluated.

Professional Competence & Experience: The extent to which the firm has demonstrated competence in performing similar work and/or the extent of former client/customer satisfaction. The extent to which the firm has personnel with the necessary experience and technical skills to perform the work.

Overall Methodology: The extent to which the firm's strategy maximizes sales and revenue throughout the term of the agreement.

Proposal: The extent to which the firm's proposal is organized, complete, and demonstrates a thorough understanding of the service described in this RFP. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Interview/Presentation

The Proposal Evaluation Committee may interview and request a presentation of proposal/service and request the proposer to demonstrate the capabilities of its service. Proposers should reserve date(s) noted in the Proposed Schedule for such interviews. Proposers will have the option for onsite or video conference interview.

If the Evaluation Committee determines the need for interviews, only vendors with highest evaluations (competitive range) will be invited for interview & presentation.

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 based on 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 protester 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 protester 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 Requirements

Proposals shall include the specified elements below:

- a. Transmittal/Cover Letter must contain the statements 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 Response Questions (Items to address found later in this document)
- c. Revenue Proposal Form
- d. Acknowledgement of Amendments/Addendums (if any)

Written Response Questions

Proposers shall answer the following within their proposal. Each proposal shall limit their proposal to these elements and maintain the same order in their response. Valley Transit desires concise proposals. However, the proposer should not withhold information from the written response in anticipation of a future presentation or interview, since this offering may not be solicited.

- 1) List name of Firm/Organization and Chief Executive Officer. Include business address, telephone number and email address. List name, title, phone number and email address of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation.
- 2) Provide legal status of firm (sole proprietor, for-profit corporation or joint venture corporation, for-profit partnership, non-profit corporation, public agency, or other-identify) and year the firm was established.
- 3) List your firm's existing bus advertising service contracts.
- 4) Have any of your contracts been canceled or suspended due to inability to comply with the terms of the agreement? If yes, describe why each agreement was canceled or suspended.
- 5) Identify each key staff member that will be assigned to this contract. For each staff member, include experience, qualifications, and responsibilities. Identify which staff person will be Valley Transit's main contact for the service provided under the contract.
- 6) Provide three (3) recent references that you consider most relevant in demonstrating your ability to perform the proposed effort. For each reference, please include client's name; client's address; client's main contact (email and phone number); services performed for the client; and current contract term. Valley Transit may check references outside of the submitted reference list.
- 7) What ad material will be used (exterior and interior ads)? Who will perform the ad installation and removal work at Valley Transit (subcontractors and/or in-house staff)? If subcontractors will be used, please list each subcontractor's company name, location and years of experience installing ad material on buses.
- 8) Describe your firm's strategy to maximize bus advertising sales for Valley Transit throughout the term of the agreement.
- 9) Briefly describe any additional information that you believe may be relevant to the evaluation of your organization's proposal.

Revenue Proposal Form

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

Company Name: _____

Proposed revenue for Valley Transit is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Guaranteed Minimum Monthly Payment to Valley Transit ¹	\$	\$	\$	\$	\$
Percentage of Gross Sales ¹	%	%	%	%	%

¹ The Contractor shall pay Valley Transit the monthly guaranteed minimum revenue amount or the monthly percentage of gross monthly sales, whichever is greater.

I certify that all the information in this revenue proposal for bus advertising services is true and accurate.

Name, Title

Company Name

Signature

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/2025-04/FTA-Master-Agreement-v33-changes.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 comply with this 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 actions 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 from 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 or 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.

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, 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 sub agreements 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 – SAMPLE CONTRACT

THIS CONTRACT IS PROVIDED AS A SAMPLE OF THE GENERAL FORM AND PROVISIONS THAT CAN BE EXPECTED IN THE ACTUAL AGREEMENT

Contract for Purchase of Services

202__ Contract VT_____

1. PARTIES.

This Contract is entered into by and between the City of Appleton, a Wisconsin municipal corporation, on behalf of Valley Transit, 801 S. Whitman Avenue, Appleton, Wisconsin (hereinafter referred to as "VALLEY TRANSIT"), and _____ (hereinafter referred to as "CONTRACTOR"). VALLEY TRANSIT and CONTRACTOR shall be referred to herein as "the Parties."

2. SCOPE OF SERVICES

CONTRACTOR shall, in a workmanlike manner, perform as required under this Contract; and unless otherwise expressly stated, shall provide the labor, materials, tools, expendable equipment (the "Products"), services ("Services"), utility and transportation services necessary to provide the services/products outlined in Attachment A – Valley Transit Request for Proposal and Attachment B- Original Proposal from _____ which is incorporated herein in its entirety.

3. PAYMENT

Subject to any additions or deductions provided herein, CONTRACTOR shall pay VALLEY TRANSIT for the performance of this contract. The contract price shall be determined as identified in Attachment B.

4. TERMS

This Contract shall be effective for a _____ year period, from _____, through _____, with the option to extend this Contract for up to _____ additional one (1) year periods (hereafter known as "option period(s)"). The Contract will automatically extend into its _____ option periods unless either party notifies the other, in writing, prior to (90) calendar days from expiration of the initial and/or succeeding contract option period(s). The funding of each of the services provided by CONTRACTOR is contingent upon federal, state, and local funding sources. There are termination clauses that can be implemented by either Party pursuant to Federal Regulation (49 U.S.C. Part 18, FTA Circular 4220.1E) and in accordance with Attachment B – CONTRACTOR's Original Proposal, which is incorporated herein in its entirety.

5. ENTIRE AGREEMENT

The entire agreement of the Parties is contained herein, and this Contract supersedes any and all oral contracts and/or negotiations between the Parties.

6. ASSIGNABILITY/SUBCONTRACTING

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

7. AMENDMENT

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

8. NO WAIVER

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

9. NON-DISCRIMINATION

In the performance of work under this Contract, CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record, or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. CONTRACTOR further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, or national origin.

10. COMPLETE AGREEMENT; SEVERABILITY

This Contract, including referenced attachments, exhibits, schedules, addendums, and other documents, constitutes the complete and exclusive understanding and agreement of the Parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. It is agreed by the Parties that should any provision of this Contract be determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the Parties that all other provisions of this Contract remain in full force and effect.

11. NOTICES

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

Valley Transit

Ronald McDonald
General Manager
801 S. Whitman Ave.
Appleton, WI 54914

Contractor

12. AUDIT AND RETENTION OF DOCUMENTS

CONTRACTOR agrees to provide all reports requested by VALLEY TRANSIT including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Reports and documents shall be available for inspection during normal business hours with 24-hour notice. Documents and records relating to the performance of service under the terms of this Contract shall be retained for a period of seven (7) years after the completion of all work, or for such a time as provided in Section 8, Audit and Inspection of Records, Appendix C, USDOT/FTA terms and conditions, incorporated herein by reference.

13. LAW APPLIED

This Contract shall be construed in accordance with and governed by the laws of the State of Wisconsin, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply. Venue shall be in Outagamie County, Wisconsin.

14. COMPLIANCE WITH APPLICABLE LAWS

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

15. COMPONENT PARTS OF CONTRACT

This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

15.01 Attachment A – Valley Transit Request for Proposal for _____ RFP VT00-000 dated _____ and consisting of ___ pages.

15.02 Attachment B – _____ Proposal, dated _____, and consisting of ___ pages (the "Proposal").

In the event that (i) any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it

numerically, or (ii) any provision in the main body of this Contract conflicts with any provision in any of the component parts, the provision in the main body of this Contract shall govern over any component part, except as may be otherwise specifically stated in the event (i) or (ii) should occur.

This Contract may be executed in several counterparts, either by original signature or verified electronic signature, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The headings in this Contract are inserted for convenience of reference only and shall not constitute a part hereof.

16. CONFLICT OF INTEREST

CONTRACTOR warrants that it and its agents and employees have no public or private interest and will not acquire directly or indirectly any such interest, which currently or at any time in the future conflict in any manner with the performance of the services under this Contract.

CONTRACTOR shall not employ or contract with any person currently employed by the City of Appleton, or VALLEY TRANSIT, for any services included under the provisions of this Contract.

17. TERMS FOR PAYMENT

- 17.1 VALLEY TRANSIT shall pay CONTRACTOR for the completed and accepted services rendered at the price(s) set forth in Section 17 of this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment, and incidentals necessary to complete the services.
- 17.2 Prior to the 10th day of the following month, CONTRACTOR shall submit monthly itemized invoices that shall, at a minimum, include invoice date and number, billing period, detailed description of billing, and invoice total.
- 17.3 VALLEY TRANSIT shall pay CONTRACTOR by check within 30 calendar days of VALLEY TRANSIT'S receipt of invoice.
- 17.4 The final invoice shall be submitted by CONTRACTOR by regular mail, email or hand delivery, pursuant to Section 11 of the Contract, to VALLEY TRANSIT within three (3) months of the completion of services under this Contract.
- 17.5 Final payment of any balance due CONTRACTOR upon the completion of services under this Contract shall be made upon the acceptance by VALLEY TRANSIT of the services rendered under the Agreement and upon receipt by VALLEY TRANSIT of the Documents required to be returned or furnished to VALLEY TRANSIT by CONTRACTOR pursuant to Section 12, Section 17.2 and Section 20 of this Contract.
- 17.6 Payment by VALLEY TRANSIT to CONTRACTOR shall not be construed as acceptance of unsatisfactory services, defective services, or improper material.
- 17.7 VALLEY TRANSIT has the equitable right to set off against any sum due and payable to CONTRACTOR under this Contract any amount VALLEY TRANSIT determines

CONTRACTOR owes VALLEY TRANSIT, whether arising under the terms of this Contract or under any other agreement or otherwise.

- 17.8 VALLEY TRANSIT will not compensate CONTRACTOR for unsatisfactory performance by CONTRACTOR.

18. FORCE MAJEURE

If either Party's performance of obligations under this Contract is delayed, interrupted, or interfered with due to any event or circumstance beyond the reasonable control of such Party, including, but not limited to: fire, explosion, casualty, lockout, strike, labor conditions, embargo, unavoidable accident, riot, war or other hostilities, civil disturbance, earthquake, flood, landslides or any other natural disaster, pandemic, epidemic, or other acts of God, failure of third parties (including suppliers or subcontractors) to perform their obligations to CONTRACTOR, or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, or judicial regulation, order or decree, or by any local or national emergency (collectively, the "Force Majeure"), such Party shall be excused from performance of this Contract for a period equal to any such delay, interruption, or interference and therefore, if this Contract specifies a time period for performance of an obligation of either Party, that time period shall be extended by the period of any delay in such Party's performance caused by the Force Majeure.

19. INDEMNIFICATION

For good and valuable consideration, CONTRACTOR agrees to indemnify, defend and hold harmless the City of Appleton and VALLEY TRANSIT and its officers, officials, employees and agents (the "Valley Transit Parties") from and against any and all third party claims, liability, loss, damage, expenses, costs, including reasonable attorney's fees (collectively, "Claims"), arising out of the activities performed as described herein, to the extent caused in whole or in part by any negligent act or omission of CONTRACTOR, anyone directly or indirectly employed by CONTRACTOR, or anyone whose acts for which CONTRACTOR is liable, except to the extent caused by the sole negligence or willful misconduct of the City of Appleton or VALLEY TRANSIT or any Valley Transit Party.

20. OWNERSHIP OF CONTRACT PRODUCT

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, discs or any other electronically stored data or information, hereinafter collectively referred to as "Documents," as well as all personal information related to the clients of VALLEY TRANSIT, which CONTRACTOR prepares pursuant to the terms and conditions of this Contract, are the sole property of VALLEY TRANSIT. CONTRACTOR shall not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written consent of VALLEY TRANSIT. The granting or denial of such consent shall be at VALLEY TRANSIT'S sole discretion.

CONTRACTOR accepts that the copyright to the Documents shall be owned by VALLEY TRANSIT whether as author (as "Work Made For Hire" pursuant to Title 17, United States Code, Section 101(2)) or by assignment from CONTRACTOR to VALLEY TRANSIT. The Parties expressly agree

that any and all Documents made by CONTRACTOR shall constitute as "Work Made For Hire" as defined by 17 U.S.C. § 101(2) , incorporated herein by reference.

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

21. TERMINATION

The termination provisions contained in the RFP in Attachment A shall govern this Contract. Upon termination, VALLEY TRANSIT shall promptly pay CONTRACTOR for (i) all Products and Services for which a Milestone Acceptance notice has been issued, (ii) the reasonable and necessary non-cancelable costs incurred by CONTRACTOR in promptly winding-down contract performance (including with respect to any subcontractor agreements), and (iii) all materials delivered and/or installed, Products purchased and Services rendered, and all other work performed in furtherance of this Contract by CONTRACTOR or any of its subcontractors prior to the effective date of termination (other than that included in subsection (i) above) based on a pro rata share of the total compensation provided for in this Contract. Thereafter, VALLEY TRANSIT shall have no further claims against CONTRACTOR under this Contract. The following sections shall survive any termination or expiration of this Contract: Sections 3, 4, 5, 6, 13, 14 (to the extent stated), and 15 through 21.

Signature Page Follows

CITY OF APPLETON

A Wisconsin Municipal Corporation

20 _____ Contract

In witness whereof, the parties have executed this agreement on the day and year of the last signature below.

CITY OF APPLETON:

By: _____

Mayor

APPROVED AS TO FORM:

City Attorney

By: _____

City Clerk

Provision has been made to pay the liability which will accrue under the contract.

Director of Finance

By: _____

Valley Transit General Manager

Date: _____

CONTRACTOR:

President

Date: _____

APPENDIX 3 – CITY OF APPLETON INSURANCE REQUIREMENTS

See next page.

IR 2.1 SMALL EXPOSURE JOBS
City of Appleton
Insurance Requirements

Project: _____

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 that 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 and the length of time that is specified, if any, 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 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
- Fire Damage limit — any one fire \$50,000
- Medical Expense limit — any one person \$5,000
- Products/Completed Operations coverage must be carried for two years after acceptance of completed work.

Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 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 employers 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.

Builder’s Risk/Installation Floater/Contractor’s Equipment or Property (If applicable):

The Contractor is responsible for loss and coverage for these exposures. City of Appleton will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS

- **Builder’s Risk/Installation Floater/Contractor’s Equipment or Property:** The Contractor is 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 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 following must be named as **additional insureds** on all liability policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. 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 to the applicable department. **In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates 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.

3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Worker’s Compensation, Employer’s Liability and if applicable, Watercraft Liability,

Aircraft Liability and Unmanned Aircraft Liability insurance. This insurance shall be as broad as and with the same coverage limit as those required of the Contractor.

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 (Builder's Risk) to be provided by the Contractor**
 - The property insurance must include 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 work site/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 Consultants/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 a 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 a 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 or helicopter.

- Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).

- Watercraft Liability insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use of and/or operation of any watercraft.

- Cyber Liability and Technology Errors and Omissions Insurance** per occurrence limit of \$500,000.

- Commercial Crime Policy** per occurrence limit of \$100,000.