



**REQUEST FOR PROPOSAL (RFP):  
SPACE NEEDS ASSESSMENT-  
TRANSIT ADMINISTRATION AND GARAGE FACILITY**

**Published: November 3, 2023**

**CITY OF OSHKOSH REQUEST FOR PROPOSAL:  
SPACE NEEDS ASSESSMENT- TRANSIT ADMINISTRATION AND GARAGE FACILITY**

## **Table of Contents**

<b>Schedule of Events</b>	<b>3</b>
<b>General</b>	<b>4</b>
<b>General Information</b>	<b>4</b>
<b>Questions or Addenda</b>	<b>4</b>
<b>Definitions</b>	<b>4</b>
<b>Funding and Service Availability</b>	<b>6</b>
<b>Contract Term</b>	<b>6</b>
<b>Terms and Conditions</b>	<b>6</b>
<b>RFP Submittal</b>	<b>6</b>
<b>Proposal Elements</b>	<b>7</b>
<b>Submission of Proposals</b>	<b>7</b>
<b>RFP Proposal Organization and Format</b>	<b>8</b>
<b>Public Records Access</b>	<b>9</b>
<b>Certifications and Accommodations</b>	<b>10</b>
<b>Proposal Binding Period</b>	<b>10</b>
<b>Project Managers</b>	<b>10</b>
<b>Non-Restrictive Specifications and Proposer Alternatives</b>	<b>10</b>
<b>Site Visit</b>	<b>11</b>
<b>Proposal Process</b>	<b>11</b>
<b>Evaluation of the Proposals</b>	<b>11</b>
<b>Responsive proposals will be scored using the following criteria</b>	<b>11</b>
<b>Protest Procedure</b>	<b>13</b>
<b>Project Details</b>	<b>14</b>
<b>Background</b>	<b>14</b>
<b>Project Intent</b>	<b>14</b>
<b>Scope of Work</b>	<b>15</b>
<b>Project Timeframes</b>	<b>16</b>
<b>Sample Agreement</b>	<b>17</b>
<b>Final Agreement Format</b>	<b>17</b>
<b>Sample City of Oshkosh Professional Services Agreement</b>	<b>18</b>
<b>Attachments</b>	<b>25</b>

# PART A – NOTICE TO VENDORS

## CITY OF OSHKOSH PURCHASING DIVISION

### SCHEDULE OF EVENTS

RFP Issued to Vendors	November 3, 2023
Site Review Opportunity (Appointments Available, Visit Not Required)	November 6-22, 2023
Questions due from Vendors (email only)	By 4:30 p.m. CST on November 22, 2023
Response to Questions Posted	By 4:30 p.m. CST on November 28, 2023
<b>RFP DUE DATE</b> There will not be a public opening for this RFP.	<b>December 14, 2023 (by 10:00AM, CST)</b>
Anticipated Evaluation Timeline	December 14, 2023 – January 12, 2024
Anticipated Contract Award	January – February, 2024
Anticipated Issue “Notice to Proceed”	January – February, 2024
Anticipated Contract Start Date	February – March, 2024
Method and deadline of submittal.	SEALED envelope only, by mail delivery or in person. <u>No fax or email.</u> Submit four (4) complete sets of documents and one (1) sealed COST PROPOSAL. Please also include one digital copy. Proposals received after 10AM on due date cannot be considered.
Submit Proposals to:	City Manager, c/o City Clerk’s Office Room 108, Oshkosh City Hall 215 Church Avenue P.O. Box 1130 Oshkosh, WI 54903-1130
Procurement Contact Email or Phone	Jon Urben, General Services Manager <a href="mailto:jurben@ci.oshkosh.wi.us">jurben@ci.oshkosh.wi.us</a> (920) 236-5100 Purchasing Office: <a href="mailto:purchasing@ci.oshkosh.wi.us">purchasing@ci.oshkosh.wi.us</a>

**CITY OF OSHKOSH REQUEST FOR PROPOSAL:  
SPACE NEEDS ASSESSMENT- TRANSIT ADMINISTRATION AND GARAGE FACILITY**

**I. GENERAL**

**A. General Information**

The City is requesting proposals from professional firms to perform a space needs analysis for the Transit Administration and Garage Facility. The space needs analysis will be used to help determine and focus future procurements and projects obtained with Federal and Local funding.

**B. Questions or Addenda**

Questions regarding this RFP must be submitted via electronic mail. No informal communication shall occur regarding this RFP, including requests for information or speculation between vendors and any City of Oshkosh employees. Any contact or attempt to contact any employee of the City other than the Procurement Manager regarding this RFP may result in the immediate disqualification of the vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding. Should the vendor find discrepancies or omissions in the solicitation documents, or should the intent or meaning appear unclear or if questions arise relative to the solicitation documents, the vendor shall promptly notify the Procurement Manager. All questions regarding this RFP must be submitted via email by the deadline stated within this RFP to:

**Jon Urben, General Services Manager, City of Oshkosh**

**Email: [jurben@ci.oshkosh.wi.us](mailto:jurben@ci.oshkosh.wi.us)**

**C. Definitions**

For the purposes of this RFP and resulting Contract, the following definitions of terms shall apply, unless otherwise indicated.

Acceptance Period	The number of calendar days available to the City of Oshkosh - GO Transit for awarding a contract from the date specified in this solicitation for receipt of PROPOSALS.
Agency	City of Oshkosh – GO Transit
Proposer	The entity submitting a Proposal in response to this RFP.
Contract Administrator,	The City of Oshkosh employee responsible for oversight of the implementation, administration, and completion of the Contract.

Brian Griesbach - Transport Mechanic & Maintenance Manager	
Contract Manager, Jim Collins – Director of Transportation	The City of Oshkosh employee responsible for 1) resolving contractual matters that cannot be resolved with the Contract Administrator; and 2) facilitating and/or completing all official actions under the Contract including but not limited to amendments, renewals and termination.
Contract Payment Administrator, Russ Van Gompel – Finance Director	The individual and office responsible for making contract payments.
Contract	The final version of any contractually binding agreement between the City and the Contractor relating to the subject matter of this RFP; references to the Contract include all exhibits, attachments and other documents attached thereto or incorporated therein by reference.
Contractor	The person or entity that has been awarded the Contract as a result of this RFP, and who is required to provide equipment, materials, supplies, contractual services, or leasing real property to the City of Oshkosh.
Mandatory	A requirement labeled as such must be present in the proposed solution, exactly as stated, or the solution will not be considered by the City of Oshkosh. The terms “must,” “shall,” and “will” are considered mandatory.
May	Indicates something that is not mandatory but permissible.
Procurement Manager, Jon Urben – General Services Manager	The person responsible for managing this procurement process.
Responsible	A Proposer who has furnished information and data to prove that the financial resources, service, facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of such Services and Deliverables set forth in the RFP.
Responsive	A proposal that conforms in all material respects to the requirements set forth in the RFP.
RFP	This Request For Proposals.
Supplier	A person or entity that has been awarded the Contract as a result of this Proposal, and who is required to provide the agreed upon good and/or services. The term Supplier is used throughout this document in lieu of Contractor.
Vendor	A person or firm submitting a response to a solicitation and a set of specifications. The term Vendor is used throughout this document in lieu of Proposer.

#### **D. Funding and Service Availability**

This contract will be in part funded with \$80,000 of Federal grant monies (Section 5304). As such, agencies receiving such funds and contractors awarded contracts that use funds must comply with certain Federal certifications and clause requirements. It is the vendor's responsibility to be aware of the pertinent certifications and contract clauses, as identified by the City of Oshkosh for the procurement and ensure compliance with such requirements prior to award and throughout the term of any resultant contract. A list of the Federal clauses and certifications applicable to this procurement are included as Attachments A & B, and the full text of these clauses is available at the National Rural Transit Assistance Program (RTAP) website under "Procurement Pro." The website address is:  
<http://www.nationalrtap.org/home.aspx>

#### **E. Contract Term**

One (1) contract will be awarded. The Contract which will cover one (1) year.

Supplier must not invoice agency for any costs accrued prior to this contract start date.

Any Contract resulting from this solicitation shall not be, in whole or in part, subcontracted, assigned or otherwise transferred to any other Supplier without prior written approval from the City.

## **II. Terms and Conditions**

#### **A. RFP Submittal**

All proposals, sealed and marked "**SPACE NEEDS ASSESSMENT- TRANSIT ADMINISTRATION AND GARAGE FACILITY**" are due by 10:00 AM CST on **December 14, 2023** and must be delivered to:

City Manager, c/o City Clerk's Office  
Room 108, City Hall  
215 Church Avenue, P.O. Box 1130  
Oshkosh, WI 54903-1130

Any proposal received after this time will not be considered. Proposals must be date and time stamped by the City Clerk's Office on or before the date and time that the Proposal is due. Receipt of a proposal by the mail system does not constitute receipt of a Proposal by the City Clerk's Office.

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/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 opening.

The City of Oshkosh reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of error or omissions. At the discretion of the City, vendors submitting proposals will be requested to make oral presentations as part of the evaluation process.

There is no expressed or implied obligation for the City of Oshkosh to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

In accordance with WI Statutes, all proposals received, and all materials contained therein, once opened (after the issuance of the notice of intent to award or award of the contract) are public record, and subject to disclosure to any person, organization, or firm, including other firms responding to the Request for Proposals.

The City reserves the right to accept or reject any or all proposals, or part thereof, to waive any informalities or technicalities that are deemed in the best interest of the City, or reject any items that do not meet the needs of the City. In all instances the City's decision shall be final. The City reserves the right to select and award the proposed service to the provider which best meets the City's needs, quality levels and budget restraints. The City reserves the right to cancel this RFP for any reason prior to the issuance of a notice of intent to award.

Upon award the successful vendor will be required to provide a certificate of insurance meeting the City's insurance requirements, as listed within this RFP. Except for exempt materials, all proposals and information submitted by vendors will be available for viewing after the evaluation process is complete and a contract is awarded to the selected proposer.

All proposers will be notified in writing of the intent to award a contract as a result of this RFP.

## **B. Proposal Elements**

Elaborate proposals beyond that which is sufficient to present a complete and effective proposal are not necessary or desired. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals.

## **C. Submission of Proposals**

1. Proposal shall be on company letterhead and signed by an authorized representative of the company. The proposal must specifically state that the information contained within is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the proposer is willing to comply with all stated contractual requirements.

2. Firms will submit their proposal along with their cost proposal document for performing the required services outlined in the Request for Proposals. The cost proposal document will be in a separate sealed envelope marked "Cost Proposal." Within the Cost Proposal envelope, Firms will submit the "Affidavit of Non-Collusion" and acknowledge receipt of any solicitation amendments. Packages containing the proposal and any related materials shall be plainly marked on the outside in the following manner: "Administration and Garage Facilities Space Needs Assessment RFP".
3. Firms must include signed and completed Federal Certifications and Federal Clauses with their proposal. Please refer to Attachments A & B.
4. Proposals will include 4 hard copies of the presentation/proposal and a Flash Drive with the presentation /proposal on it in PDF/Word format.

#### **D. RFP Proposal Organization and Format**

**Tab 1 - Table of Contents:** Provide a table of contents for the Proposal submitted.

**Tab 2 – RFP Cover Sheet, Signature Page and Required Forms:** Provide a transmittal letter that clearly identifies all the following:

- A. Proposer's organization information:
  - a. Name and title of Proposer representative.
  - b. Name and address of company.
  - c. Telephone number, fax number, and email address.
- B. A signed and completed Proposal Signature Page – Appendix E
- C. A confirmation that the information contained in the Offeror's proposal is accurate and complete as of the date of submission; that the information is true and reasonably verifiable as of the date of submission; and that the Offeror is willing to comply with all stated contractual requirements; and
- D. A confirmation of Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect; and
- E. A statement acknowledging the Proposal conforms to all requirements of the Agency including procurement rules and procedures articulated in this RFP; and
- F. Failure to provide the following forms/responses with your proposal submittal may disqualify your bid:
  - APPENDIX E – SIGNATURE PAGE
  - APPENDIX F - AFFIDAVIT OF NON-COLLUSION
  - APPENDIX G – PROPOSER INFORMATION



- APPENDIX H – REFERENCES
- APPENDIX B - FEDERAL CLAUSES FOR FEDERAL CONTRACTS
- APPENDIX J – BID OPPORTUNITY LIST
- APPENDIX C – INSURANCE
- APPENDIX I – Designation of Confidential and Proprietary Information

**Contract Deliverables** Provide the information and documentation specified in Section IV B of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

**Proposal Content** Provide the information and documentation specified in Section II D of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in the RFP. Include all required documentation.

The Proposer may not submit its own contract document as a substitute for the Sample City of Oshkosh Professional Services Agreement (Section V). Proposer responses to provisions shall be consistent with its response to all other sections of this RFP.

**Under Separate Cover/Cover page – Pricing Proposal:** Provide price information as directed in Appendix D. Include all costs for furnishing the product(s) and/or service(s) included in this Proposal. Failure to provide any requested information may result in disqualification of the Proposal. **No mention of the Pricing Proposal is permissible in the response to any other section of the RFP.**

**Under Separate Cover/Cover page – Financial Stability Documentation:** Proposers responding to this RFP must be able to substantiate their financial stability by submitting either a letter from proposer’s bank or auditor verifying financial stability. Financial statements and documents should NOT accompany the bank/auditor letter that the Offeror submits under this separate cover. The Agency may request additional reports on financial stability from an independent financial rating service in order to further substantiate stability.

## **E. Public Records Access**

It is the intention of the City to maintain an open and public process in the solicitation, submission, review and approval of procurement activities. Bid/proposal documents and openings are public records and therefore subject to release unless excluded from release by Wisconsin Statutes. Those submitting information to the City that believe that their information is not subject to release must identify the applicable statute(s) and describe in detail how the information being submitted applies to the statute cited. The City’s lack of response to assertions related to public records does not indicate any agreement with those assertions. Public records may not be available for public inspection prior to the opening of bids/quotes and/or the issuance of the notice of intent to award or the award of the contract.

## **F. Certifications and Accommodations**

The City of Oshkosh can provide reasonable accommodations, including the provision of informational material in an alternative format for qualified individuals with disabilities upon request. If a vendor needs accommodations at the outset of this solicitation process, please contact Jon Urben, General Services Manager.

The vendor certifies, by submitting this proposal, that it is properly registered and licensed to conduct business within the State of Wisconsin and the City of Oshkosh. The vendor certifies that it will maintain any such certification and licensing requirement for the duration of any resultant contract. In addition, if the solicitation and contract require the use of appropriately certified and/or licensed employees in the execution of the contract (e.g., skilled trades such as electricians, etc.), the vendor certifies that it will ensure that such employees are and will remain properly registered and/or licensed for the term of any resultant contract.

Upon award the successful vendor will be required to provide a certificate of insurance meeting the City's insurance requirements, as listed within this RFP.

## **G. Proposal Binding Period**

Prices quoted in any vendor's proposal will remain in effect for a period of at least ninety (90) business days from proposal submissions' deadline date.

## **H. Project Managers**

Vendors will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make decisions regarding the scope of the work and any changes required by the work. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work. The City's Project Manager for this project will be Brian Griesbach, Transport Mechanic & Maintenance Manager.

## **I. Non-Restrictive Specifications and Proposer Alternatives**

If specifications are applicable to the Scope of Work of this RFP, they are intended to define the level of quality and performance of this purchase and not to restrict competition. Vendors may offer one or more alternates with lesser or greater features; however, the City reserves the right to make its selection based on the best interest of the City. Vendors offering alternates shall submit, with their proposal, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. All itemized lists shall be presented in the exact same order as the City specifications and shall reference the City item number. Failure to identify exceptions or deviations in this manner may be a basis to declare the proposal as non-responsive. If in your opinion any of the specifications, terms and conditions of this RFP prevents you from offering a proposal, consideration will be given to a Proposer's request for change.

## **J. Site Visit**

The scheduled site tour is recommended, but not required. Those wishing to view the Transportation Facility should register with Jon Urben, General Services Manager at [jurben@ci.oshkosh.wi.us](mailto:jurben@ci.oshkosh.wi.us) . The site visits are available during the dates outlined the Schedule of Events in Part A. Building prints will be available for review during the site visit.

## **III. Proposal Process**

### **A. Evaluation of the Proposals**

The evaluation and selection of a proposal will be based on the information submitted in the proposal plus references, and any required presentations, on-site visits or oral interviews.

The City Project Team will consist of individuals, who in the City of Oshkosh's sole judgement, possess specific knowledge and skills essential to the RFP evaluation. The City Project Team participates fully in the evaluation process, including reviewing and scoring proposals. Subject Matter Experts (SMEs) may be used to provide additional expertise (e.g. technical and functional subject matter expertise, administrative and procurement knowledge) to the City Project Team.

The City Project Team will evaluate and score all accepted proposals against the predetermined criteria. A uniform selection process, as outlined below, will be used to evaluate all proposals using a point system. Vendors are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the proposal response that the vendor can meet the requirements stated may cause the rejection of the proposal.

The City Project Team may review references, request presentations and demonstrations, and use those results in scoring proposals. Evaluation and selection of the vendor, as well as any subsequent negotiations, will be based on the information submitted in the proposals, references, requested presentations, and product and service demonstrations.

### **B. Responsive proposals will be scored using the following criteria:**

- **Description of Firm** 15 points
  1. Provide the name of your business/organization, address, telephone number, email address and legal status of business (sole proprietor, for-profit corporation, for-profit partnership, non-profit corporation, public agency or other).
  2. Provide the name of the Chief Executive Officer (or Administrator) of business/organization.

3. Provide the name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation. Include name, title and telephone number.

4. Describe the major business functions or activities of your organization.

• **Project Team and Experience with Similar Projects** 20 points

This criterion relates to the project principal, project manager, key staff, and sub consultant staff. This section will provide a basis for judging how well the project team's qualifications, experience with similar projects, and time allocations related to this specific project. Individual resumes must be included. Elements that will be evaluated are:

1. Number of people and hours assigned to this project. Costs must not be listed on this spreadsheet.
2. Extent of principal and project manager involvement. Meeting with the Project Team as often as necessary to meet objective and additional meetings, as the consultant believes necessary to enhance this project.
3. Key project team members who worked on similar projects and unique qualifications that make them a valuable resource on this specific project.
4. Project Manager's technical and managerial experience with projects of similar scope and nature.

• **Project Understanding and Work Plan with Estimated Work Hours** 25 points

This section requires a discussion of the approach the firm will use to complete the project. The proposal shall include a clear and concise understanding of the project work to be completed, and the coordination required based on existing information. Elements that will be evaluated are:

1. Demonstrates understanding of the project.
2. Clear and concise explanation of specific tasks needed to accomplish the project.
3. Defines issues to be resolved in the course of the project.
4. Previous work and tools.
5. Coordination efforts.
6. General tools that will help within the study.

• **Demonstrates ability to Meet Project Schedule / Timeline** 10 points

Provide estimated project milestone completion dates.

• **Desired and Value-Added Capabilities** 5 points

The Proposer may submit any information they believe relevant that does not fit within the body of the proposal. This may include, but is not limited to brochures, company information, supplemental resumes, additional project descriptions, and any other information the consultant believes is useful. You may use this section to include innovative approaches your firm would take in working on this project or

additional items that would complement the approaches outlined. This additional submittal will be reviewed and used by the Project Team.

- **Budget and Fee Information** 25 points  
**TOTAL POINTS** 100 points

The points stated above are the maximum amount awarded for each category.

Proposals shall be reviewed and scored against the stated criteria. Vendors shall not contact any member of the City Project Team. Cost proposal information shall not be available to the City Project Team during the requirements evaluation phase.

The proposed budget will be scored separately from the other criteria by the Project Team. The lowest cost proposal shall receive the maximum number of points available for the cost score. Other cost proposals shall receive prorated scores based on the lowest cost Proposal. Only the total project cost will be considered in the scoring of this proposal. The formula would be as follows:

$$\frac{\text{Lowest Total Proposal (consultant)}}{\text{*Maximum points given to cost}} = \text{Cost Score}$$

Vendor's Total Cost Proposal  
(Proposal being scored is denominator)

Example: Calculate cost proposal score for Consultant X

$$\frac{\$100 \text{ (Lowest proposal received)}}{\$125 \text{ (Consultant X proposal received)}} = 0.8 \times 25 \text{ points} = 20 \text{ Points}$$

### C. Protest Procedure

If a vendor believes they were treated unfairly in a solicitation please contact the General Services Manager to discuss the issue and provide reasoning to the basis of the concern. If not satisfied with that discussion, the vendor has the right to file a formal protest.

FTA funded procurements. For any protest related to a Federal Transportation Administration (FTA) funded procurement it is the responsibility of the local contract administrator to keep the FTA informed and updated on the status of the protest. Chapter VII, Sec. 1.b. of the FTA Circular 4220.1 F addresses protests where federal funds are involved. The FTA will only review protests regarding matters that are primarily of Federal concern.

## **IV. Project Details**

### **A. Background**

The City of Oshkosh has operated the transit system since 1978. GO Transit currently operates 9 fixed service routes (with 16 buses) and has contracts for paratransit services and microtransit.

The existing site is located at 926 Dempsey Trail. It is bordered by an inlet to the Fox River to the north, the City's Waste Water Treatment Plant to the east, Dempsey Trail and U Bloom Florist to the south and Knapp Street to the west.

The existing Transportation Building was originally constructed in 1968 as an incinerator for the disposal of refuse. Since the original development did not contemplate usage by the Transportation Department, FTA Department of Transportation Regulations including Seismic Safety Regulations under 49 CFR were not considered. The building houses the Transit, Electric and Sign divisions of the Transportation Department.

The building was renovated in 1980, 2005 (to make restrooms ADA compliant), 2011/2012 and 2016 to address space and security needs.

The City of Oshkosh and GO Transit (also herein referenced as the "City") is requesting proposals to create and provide a space needs assessment for the Transit Administration and Garage Facilities. The City requests proposals for the services as described in this RFP.

### **B. Project Intent**

The intent of this RFP is to obtain professional services from a qualified firm to perform a detailed space needs assessment of the Administration and Garage Facilities of the Transportation Department for the City's current needs as well as the needs projected into the future. The firm shall possess creativity and have experience with office space design, facilities planning, architectural design and program analysis experience. This assessment shall include a systematic study of the Transportation property, buildings, and divisions to identify any deficiencies or opportunities to define functional space needs, both current and future (20-30 years). The team assigned to this project shall use quantitative and qualitative methodologies. The awarded firm will prepare a report which provides clear direction to address how current and future space and/or programming deficiencies will be met. This will include recommendations on how to appropriately utilize existing space or preparation of preliminary administration and garage space plans if renovation or relocation is proposed. The space needs will also cover parking and traffic flow issues related to additional office space or relocation. In providing the professional services, the following actions must be taken:

- Evaluation of site and buildings considering current function and future needs including environmental conditions, parking and landscaping.
- Collecting information and documents of existing conditions.

- Review the current space allocation and layouts and make short and long term recommendations to allow for meeting the current and future needs of our staff and customers and make the current space more efficient.
- Assessment of the current infrastructure for electrical, plumbing, mechanical, fire alarm, security, media and data systems.
- Assessment of current ADA accessibility and future ADA needs.
- Assessment of the site for current building code compliance.

### **C. SCOPE OF WORK**

Before the award of any contract, the City shall be satisfied that the vendor has sufficient qualified resources available for performing the work described in this proposal. It is the vendor's responsibility to acquaint the City with these qualifications by submitting appropriate or supporting documentation.

Upon successful award of the RFP, the final project product will contain the following:

Identify current Transit Facility conditions and deficiencies (Evaluation of Transit's buildings as it pertains to current and future use):

- Meet with management team (City Manager or Designee, Transportation Director, Transit Operations Manager, Transit Operations Supervisor, Electrical Traffic Manager, and Transport Mechanic and Maintenance Manager) to discuss known operational, security and space utilization issues for both current and future needs and to review general and daily operations.
- Review existing building documents.
- Identify and mitigate security and safety issues or concerns.
- Assess ADA accessibility. Identify and document building and site deficiencies related to code/ADA compliance, security, performance, expected useful service life and operational efficiency.
- Review and confirm documentation of Transit building and related mechanical buildings.
- Review and confirm existing major building systems (HVAC, plumbing, electrical and technology infrastructures, etc.) and components (types and ages of systems and materials).
- Identify and document any building envelope or building structural conditions.

Identify current and future Transit Facility space needs (create preliminary draft report):

- Develop and outline assumptions to guide the assessment.
- Develop questions for interviews.
- Interview employees including: drivers, mechanics, sign crew personnel, electrical crew personnel, office staff, supervisors and management personnel.

- Review interview information to determine common elements or issues, current space utilization and similar or overlapping tasks. Develop room utilization and adjacency matrix for transportation building. Draw conclusions regarding issues and inefficiencies to address.
- Assess the facility’s current and future interior and exterior parking and storage space needs.
- Assess the facility’s current and future capabilities to house electric buses (storage and maintenance facilities.)
- Evaluate the current location of the Transit Facility to determine future adequacy.
- Identify problem areas and develop existing deficiency summary with prioritized recommendations and associated budget for both current and future needs.

Prepare final assessment document

- Review data and conclusions with Transportation Director and Project Team to eliminate errors and misconceptions and address remaining questions.
- Devise multiple scenarios for modifications to buildings and grounds and/or new facility and grounds as needed. Develop an opinion of probable cost for each scenario. Scenarios to include estimate of anticipated useful life of structure (with recommended modifications, or if necessary, recommending new facility).
- Compile data into report format. Draft to include plans of multiple scenarios, probable costs for and explanations of necessary building modifications or construction. Include a summary section that provides an overall assessment of the site, identified deficiencies and recommendations and a final master implementation plan that meets the needs of the Transportation Department for the next 20-30 years with conceptual level narratives and illustrated recommendations for renovations or a new site. The plan will include estimated budgeting for each area, prioritization of future projects and recommended order of implementation.

**D. Project Timeframes**

The project work will commence immediately upon notification by the City to proceed with the work. The tentative timeframes for the project is as follows:

Information Gathering: Evaluation of Buildings and Grounds, Survey Staff	March - June, 2024
Submit Data Collected and Generate Draft Report	June - July, 2024
Meet with Staff to Review Draft Report	July, 2024
Prepare Final Report	August, 2024
Present Final Report to City	September, 2024



## **V. Sample Agreement**

### **A. Final Agreement Format**

#### **Contractual Agreement**

The City will notify all vendors upon completion of the evaluation process. The City will begin negotiating with the vendor whose proposal best meets the proposal requirements. The scope of services defined in this RFP, the cost scheduled supplied by the vendor, along with any subsequent scope addenda/amendments, will become the scope of the work for the vendor. Beyond this scope and budget, the contractual agreement will require the vendor to provide proof of required insurance coverage, naming the City as an additional insured, to the City prior to the start of work. The vendor shall maintain, at its sole cost and expense, in full force and effect during the term of this agreement, a valid current policy or policies of general and professional liability insurance with an insurer acceptable to the City of Oshkosh, whose acceptance shall not be unreasonably withheld, insuring its vendor, agents and employees against any liabilities for any services provided or failed to be provided for any negligence, and/or judgment. The policies shall contain a provision that such coverage not be determined, or reduced or materially changed without at least a thirty (30) day written notification to the City of Oshkosh. Coverage must remain in effect two years after termination of the contract.

A copy of the City's professional liability insurance requirements is attached. Vendors do NOT need to submit a certificate of insurance (COI) with their proposal but will need to provide a COI after they are named the successful proposal. The COI will be incorporated into the executed contract.

The entity submitting the successful proposal will be expected to enter into a contract substantially similar to the contract template included within this RFP. Upon signature by designated City officials, the agreement will become binding and the proposer may begin to execute its scope of work. Vendors must accept all terms and conditions or submit point-by-point exceptions along with proposed alternative or additional language for each point. The City may or may not consider any of the vendor's suggested revisions. Any changes or amendments to any of the terms and conditions will occur only if the change is in the best interest of the City. Pricing submitted should assume that no changes to these terms and conditions will be accepted.

The vendor shall be solely responsible for services performed for or decisions rendered to covered individuals by the vendor. The vendor shall indemnify and hold the City of Oshkosh harmless from any and all claims, lawsuits, settlements, judgments, costs, penalties, expenses, attorney fees, or liabilities incurred as a result of determination of medical necessity by the vendor.

If a contract document is executed as a result of this procurement, additional terms and conditions may be contained in that document and negotiated at that time.

## B. Sample City of Oshkosh Professional Services Agreement

### AGREEMENT

This AGREEMENT, made on the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF OSHKOSH, party of the first part, hereinafter referred to as CITY, and CONSULTANT'S NAME, address, party of the second part, hereinafter referred to as the CONSULTANT,

WITNESSETH:

The CITY and the CONSULTANT, for the consideration hereinafter named, enter into the following AGREEMENT for SERVICES DESCRIPTION.

#### ARTICLE I. PROJECT MANAGER

A. Assignment of Project Manager. The CONSULTANT shall assign the following individual to manage the PROJECT described in this AGREEMENT:

Name – Title

B. Changes in Project Manager. The CITY shall have the right to approve or disapprove of any proposed change from the individual named above as Project Manager. The CITY shall be provided with a resume or other information for any proposed substitute and shall be given the opportunity to interview that person prior to any proposed change.

#### ARTICLE II. CITY REPRESENTATIVE

The CITY shall assign the following individual to manage the PROJECT described in this AGREEMENT:

Name – Title

#### ARTICLE III. SCOPE OF WORK

The CONSULTANT shall provide the services described in the CITY'S Request for Proposal or CONSULTANT's Proposal or CONSULTANT's Scope of Services. The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CONSULTANT's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the CONSULTANT as instruments of service shall become property of the CITY upon payment for those documents by the CITY to the CONSULTANT, and shall remain the property of the CITY.

#### ARTICLE IV. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

#### ARTICLE V. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, it is understood between the parties the CONSULTANT makes no warranty the CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.

#### ARTICLE VI. RECORD DRAWINGS

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others. CONSULTANT is not responsible for any errors or omissions in the information from others the CONSULTANT reasonably relied upon and are incorporated into the record drawings.

#### ARTICLE VII. CITY RESPONSIBILITIES

The CITY shall furnish, at the CONSULTANT's request, such information as is needed by the CONSULTANT to aid in the progress of the PROJECT, providing it is reasonably obtainable from City records.

To prevent any unreasonable delay in the CONSULTANT's work, the CITY will examine all reports and other documents and will make any authorizations necessary to proceed with

work within a reasonable time period.

#### ARTICLE VIII. ASBESTOS OR HAZARDOUS SUBSTANCES

If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, CONSULTANT will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

If hazardous substances other than asbestos are suspected, CONSULTANT will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

The CITY recognizes CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.

#### ARTICLE IX. CITY'S INSURANCE

The CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

The CITY will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all project work including the value of all onsite CITY-furnished equipment and/or materials associated with CONSULTANT's services. Upon request, the CITY will provide CONSULTANT a copy of such policy.

#### ARTICLE X. TIME OF COMPLETION

The work to be performed under this AGREEMENT shall be commenced and the work completed within the time limits as agreed upon in the CITY's Request for Proposal or CONSULTANT's Proposal or CONSULTANT's Scope of Services.

The CONSULTANT shall perform the services under this AGREEMENT with reasonable diligence and expediency consistent with sound professional practices. The CITY agrees the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT's control. For the purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters, failure of performance by the CITY, or discovery of any hazardous substances

or differing site conditions. If the delays resulting from any such causes increase the time required by the CONSULTANT to perform its services in an orderly and efficient manner, the CONSULTANT shall be entitled to an equitable adjustment in schedule.

#### ARTICLE XI. COMPONENT PARTS OF THE AGREEMENT

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

1. This Instrument
2. CITY's *Request for Proposal* dated \_\_\_\_\_ and attached hereto
3. CONSULTANT's *Proposal or Scope of Services* dated \_\_\_\_\_ and attached hereto

In the event any provision in any of the above component parts of this AGREEMENT 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 except as may be otherwise specifically stated.

#### ARTICLE XII. PAYMENT

A. The Agreement Sum. The CITY shall pay to the CONSULTANT for the performance of the AGREEMENT the total sum as set forth below, adjusted by any changes hereafter mutually agreed upon in writing by the parties hereto:

- Time and Materials Not to Exceed \$\_\_\_\_\_ (\_\_\_\_\_ Dollars).
- Attached fee schedule(s) shall be firm for the duration of this AGREEMENT.

B. Method of Payment. The CONSULTANT shall submit itemized monthly statements for services. The CITY shall pay the CONSULTANT within thirty (30) calendar days after receipt of such statement. If any statement amount is disputed, the CITY may withhold payment of such amount and shall provide to CONSULTANT a statement as to the reason(s) for withholding payment.

C. Additional Costs. Costs for additional services shall be negotiated and set forth in a written amendment to this AGREEMENT executed by both parties prior to proceeding with the work covered under the subject amendment.

D. Indirect Costs. Indirect costs such as computer time, printing, copying, cell phone charges, telephone charges, and equipment rental shall be considered overhead and shall not be invoiced separately to the PROJECT.

E. Expenses. Expenses may be billed with up to a maximum of 10% mark-up. All invoices with expenses shall include supporting documentation of the expense. Failure to include the supporting documentation will result in the reduction of payments by the amount of those expense(s) not including documentation.

#### ARTICLE XIII. STANDARD PROVISIONS

The CONSULTANT agrees that, in all hiring or employment made possible by or resulting from this AGREEMENT, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

#### ARTICLE XIV. HOLD HARMLESS

The CONSULTANT covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims, and demands to the proportionate extent caused by or resulting from the intentionally wrongful or negligent acts of the CONSULTANT, his/her agents or assigns, his/her employees, or his/her subcontractors related to the performance of this AGREEMENT or be caused or result from any violation of any law or administrative regulation, and shall indemnify the CITY for all sums including court costs, attorney fees, and damages of any kind which the CITY may be obliged or adjudged to pay on any such claims or demands upon the CITY's written demand for indemnification or refund for those actions, claim, and demands caused by or resulting from intentional or negligent acts as specified in this paragraph.

Subject to any limitations contained in **Sec. 893.80** and any similar statute of the Wisconsin Statutes, the CITY further agrees to hold CONSULTANT harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of re-use of the documents without consent where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the City of Oshkosh while acting within the scope of their employment.

#### ARTICLE XV. INSURANCE

The CONSULTANT agrees to abide by the attached *City of Oshkosh Insurance Requirements*.

#### ARTICLE XVI. TERMINATION

A. For Cause. If the CONSULTANT shall fail to fulfill in timely and proper manner any of the obligations under this AGREEMENT, the CITY shall have the right to terminate this

AGREEMENT by written notice to the CONSULTANT. In this event, the CONSULTANT shall be entitled to compensation for any satisfactory, usable work completed.

B. For Convenience. The CITY may terminate this AGREEMENT at any time by giving written notice to the CONSULTANT no later than ten (10) calendar days before the termination date. If the CITY terminates under this paragraph, then the CONSULTANT shall be entitled to compensation for any satisfactory work performed to the date of termination.

This document and any specified attachments contain all terms and conditions of the AGREEMENT and any alteration thereto shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this AGREEMENT.

ARTICLE XVII. RE-USE OF PROJECT DOCUMENTS

All reports, drawings, specifications, documents, and other deliverables of CONSULTANT, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. The CITY agrees to indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized re-use, change, or alteration of these project documents.

ARTICLE XVIII. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The CITY may suspend, delay, or interrupt the services of CONSULTANT for the convenience of the CITY. In such event, CONSULTANT's agreement price and schedule shall be equitably adjusted.

ARTICLE XIX. NO THIRD-PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third-party beneficiaries.

In the Presence of:

**CONSULTANT**

\_\_\_\_\_  
\_\_\_\_\_

(Seal of CONSULTANT)

By: \_\_\_\_\_

\_\_\_\_\_

if a Corporation)

(Specify Title)

By: \_\_\_\_\_

\_\_\_\_\_  
(Specify Title)

**CITY OF OSHKOSH**

\_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Mark A. Rohloff, City Manager

\_\_\_\_\_  
(Witness)

And: \_\_\_\_\_  
Diane Bartlett, City Clerk

APPROVED:

I hereby certify that the necessary provisions  
have been made to pay the liability which  
will accrue under this AGREEMENT.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Comptroller



## **VI. Attachments**

**A. Federal Certifications**

**B. Federal Clauses**

**C. Insurance Requirements**

**D. Cost Proposal Form**

**E. Proposal Signature Page**

**F. Affidavit of Non-Collusion**

**G. Proposer Information**

**H. References**