

VALLEY TRANSIT

**REQUEST FOR PROPOSALS (RFP) FOR
DOWNTOWN APPLETON TROLLEY SERVICES**

RFP VT23-003

December 18, 2023



Valley Transit

CONNECTING THE **FOX CITIES**

801 S. Whitman Ave
Appleton, Wisconsin 54914

TABLE OF CONTENTS

PART A – BACKGROUND & GENERAL INFORMATION 3
Background 3
Definitions 3
Contract Term 3
Funding 4
Insurance & General Requirements 4
Current Contractor 4

PART B – SCOPE OF WORK 5
Basic Requirement 5
Key Employee 5
Service Description 5
Service Area 5
Service Hours & Miles 5
Program Participants 5
Fares 6
Vehicles 6
Vehicle Maintenance 6
Vehicle Communications System 8
Onboard Vehicle Tracking & Data Collection Equipment 8
Licensing 9
Rider Policy 9
Data, Reporting & Audits 9
Employee Training 9
Employee Standards 10
Drug & Alcohol Testing 10
Service Feedback 11
Accident/Incident Notification 11
Inclement Weather 11
Invoicing & Payments 12

PART C – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION 13
General Information 13
Proposed Schedule 14
Written Questions & Addenda 14
Proposal Selection 14
Evaluation Criteria 15
Protest Procedure 16
Written Proposal Response 18
Cost Proposal Form 20
Lobbying Certification 21

APPENDIX 1 – FEDERAL CONTRACT CLAUSES 22

APPENDIX 2 – CITY OF APPLETON INSURANCE REQUIREMENTS..... 31
APPENDIX 3 – GENERAL REQUIREMENTS..... 35

PART A – BACKGROUND & GENERAL INFORMATION

Background

Valley Transit/City of Appleton and Appleton Downtown, Inc. are requesting proposals from interested, qualified and experienced Contractors to provide fixed route rubber-wheeled trolley service from downtown Appleton to the riverfront in Appleton along a prescribed route. This service is further defined in Part B of this document.

Valley Transit, owned and operated by the City of Appleton, provides fixed route bus and demand responsive paratransit service in the Fox Cities. Appleton Downtown, Inc., ADI, is a non-profit community coalition dedicated to promoting all that downtown Appleton has to offer.

Further info about Valley Transit can be found at: myvalleytransit.com & Appleton Downtown Inc at: <https://appletondowntown.org>

Definitions

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

‘Contractor’ means the successful proposer who is awarded the contract.

‘FTA’ means Federal Transit Administration

‘Provide’ means to furnish and implement

“VT” means Valley Transit

“VT & ADI” means the Valley Transit/City of Appleton and Appleton Downtown, Inc.

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

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

Contract Term

The Trolley operating period occurs over approximately four (4) months commencing early June through late September. The 2023 operating period began June 1, 2023 and ended September 30, 2023. See ‘Scope of Work’ section for further description of service days, hours and schedule.

The term of this contract will be for two years commencing on June 1, 2024. This contract shall automatically extend into its third, fourth and fifth one-year option periods unless either party notifies the other, in writing, 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s).

Funding

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

The funding used to support this service is contingent upon the availability of these sources.

Insurance & General Requirements

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

Current Contractor

Lamers Bus Lines, Inc. is the current contractor that has operated the service described in this RFP.

PART B – SCOPE OF WORK

Basic Requirement

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

Key Employee

The Contractor will assign an individual whose primary management function will be the direction of services performed by the Contractor. Contractor must maintain valid after-hours contact information in the event of a mechanical failure or other emergency.

Service Description

The service to be performed is a fixed route common carrier service, to be provided by a rubber-wheeled trolley type vehicle (“trolley service”). VT will prescribe a loop route traveling from and through downtown Appleton to the Appleton riverfront and back, stopping at designated stops. The route may vary according to planned and/or unplanned closures or route barriers. The contractor will provide a turn-key operation, including providing the vehicle, maintaining the vehicle, insuring the vehicle, operating the service, supervising the service, and following all VT & ADI rules and regulations. Other service characteristics are described in the current service brochure found at:

myvalleytransit.com

Service Area

The service area is limited to the general geographic area bounded on the north by Franklin Street, on the east by Walter Street, on the south by Fremont Street, and on the west by State Street in Appleton.

Service Hours & Miles

The trolley service will operate on Thursdays and Fridays from 5:15 PM to 9:45 PM and Saturdays from 8:15 AM to 9:45 PM during the operating period. These hours and days are subject to change based on patronage and/or funding constraints.

486 revenue hours and 5,610 revenue miles of service were provided by the current contractor during the 2023 operating season (6/1/23 – 9/30/23).

Program Participants

The service will be open to the general public.

Fares

This will be a free fare trolley service. Contractor will not collect passenger fares.

Vehicles

The Contractor shall supply, at its own expense, all vehicles required in performing the services under this agreement. The vehicle(s) used must be a rubber-tired bus designed to resemble an old-style streetcar. The vehicle must be accessible to ambulatory, semi-ambulatory, and non-ambulatory individuals with disabilities and conform to the accessibility specifications contained in 49 CFR Part 38, subpart B, and Wis. Stat. § 347.48; (2m)(b), (c) and (d).

All vehicles used in the program service must meet all applicable Federal, State and local vehicle operation regulations.

The Contractor must display large VT & ADI and/or other sponsoring agency signage on the sides of the vehicle providing the service. The design, size and format of said signage will be determined by VT & ADI. Cost for sign production and installation will be the responsibility of VT & ADI. The Contractor shall post signs in vehicles as requested by Valley Transit.

The Contractor shall not sell any space or display any advertising on any vehicle used in the operation of this service. Bumper stickers and other similar materials are not allowed. The Contractor will distribute no literature without express prior authorization from Valley Transit.

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

Vehicle Maintenance

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

Annual vehicle inspections must be performed by the Contractor.

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

Pre/Post Trip Inspections: The Contractor must establish and follow a pre-trip/post-trip inspection program involving a "walk around" exterior inspection and a "walk through" interior inspection

of the vehicle before its service tour and again after it returns to the garage. These inspections must include, at a minimum:

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

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

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

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

The Contractor shall properly maintain operating heating and air-conditioning systems on all vehicles. Maintenance check-ups will be conducted by the Contractor to ensure these systems

are operational at the appropriate times of the year. No vehicle shall be operated in service for longer than one day without properly functioning heating or air-conditioning systems.

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

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

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

Vehicle Communications System

The Contractor is required to communicate and maintain contact with Valley Transit using a hand-held two-way radio. This radio and charging equipment will be provided to the Contractor by Valley Transit. The Contractor is responsible for proper care, use, and return of radio equipment at the end of the contract or at the request of Valley Transit. If equipment is stolen or damaged due to the negligence of the Contractor, the Contractor may be held liable for replacement or repair of equipment provided by Valley Transit.

Valley Transit's digital radio system has sufficient coverage for the service described in this RFP.

Onboard Vehicle Tracking & Data Collection Equipment

Valley Transit recently implemented a new onboard tablet system that provides real-time vehicle location and other data to Valley Transit, a public website. Valley Transit intends to include the Trolley service within the system. A tablet, mounting equipment and power cord will need to be installed in the Contractor's vehicle(s). The Contractor's driver will be responsible for entering data.

Valley Transit will be responsible for supplying this equipment onboard the Contractor's vehicles. Valley Transit will work with the Contractor to coordinate installation. The Contractor will be responsible for proper care, use and return of all equipment at the end of the contract or at the request of Valley Transit. If equipment is stolen or damaged due to the negligence of the Contractor, the Contractor may be held liable for replacement or repair of equipment provided by Valley Transit.

Licensing

The Contractor must be in compliance with all applicable federal, state, and local codes, regulations, and licensing requirements as well as all applicable state motor vehicle codes and licensing requirements. Contractor will provide proof of such to VT.

Rider Policy

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

<https://myvalleytransit.com/policies/>

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

Data, Reporting & Audits

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

Mileage and Trip Data. Valley Transit is required by FTA to collect certain mileage and trip data. The following information must be provided by the 8th of every month or when requested by Valley Transit.

- 1) Daily and, if requested, hourly passenger counts
- 2) Daily revenue miles and total miles
- 3) Daily revenue hours and total hours

Financial and Performance Data: The Contractor is required to keep separate written financial and performance records. Records must be available for inspection by Valley Transit or Valley Transit's approved agent at all times upon reasonable notification.

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

Vehicle Data: The Contractor shall provide a vehicle inventory. The Contractor shall also report safety & security incidents on a monthly basis. Reportable incidents are defined by the National Transit Database.

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

Employee Training

The Contractor shall be required to implement an employee training program that includes new employee training (defensive driving, passenger assistance, passenger sensitivity, safe operating

practices, ramp/lift utilization, FTA DOT drug & alcohol and procedures for securing mobility devices) prior to beginning service. The cost of training materials and instructor fees is the responsibility of the Contractor.

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

Employee Standards

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

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

Valley Transit reserves the right to exclude Contractor employees from providing service under the resulting agreement. Typically, the removal of a contractor's employee will be associated with issues surrounding poor performance, violation of procedures or safety violations.

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

Drug & Alcohol Testing

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

Contractor shall also be responsible for providing and conducting new employee and supervisory training necessary to ensure compliance. Contractor shall promptly comply with all requests for

information from Valley Transit required to complete all federal reports and to audit Contractor's compliance with applicable requirements.

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

Service Feedback

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

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

The Contractor may be asked to collect input from passengers. This is typically done by passing out and collecting comment cards in accordance with a schedule to be provided by Valley Transit.

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

Accident/Incident Notification

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

Inclement Weather

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

Invoicing & Payments

The Contractor will invoice Valley Transit monthly for services. Valley Transit will make monthly payments based on specific contract terms and conditions. Invoices must be itemized and totaled. Invoices should be delivered to Valley Transit prior to the 8th of the following month.

PART C – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION

General Information

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

Submittal by Email Instructions:

An emailed proposal shall be received by Valley Transit prior to the due date and time shown above. The email subject line shall state: "PROPOSAL FOR DOWNTOWN APPLETON TROLLEY SERVICE, RFP VT23-003." The email file size maximum is 15MB. Proposal file format shall be Portable Document Format (PDF). The Cost Proposal Form (file name = "Cost Proposal") shall be a separate file from the remaining proposal package.

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

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

Submittal by Mail Instructions:

If mailed, the proposal package should be addressed to the **General Manager, c/o Valley Transit, 801 S. Whitman Ave., Appleton, WI 54914.** On the outside of the envelope, the proposer should distinctly indicate the name and address of the firm and in the lower left corner should clearly indicate that the envelope contains a proposal for: "PROPOSAL FOR DOWNTOWN APPLETON TROLLEY SERVICE, RFP VT23-003." The sealed package shall contain a USB flash drive storing the proposal files in PDF format. The cost proposal must be included as a separate PDF file (file name = "Cost Proposal") on the USB flash drive. When mailed, a hard copy of proposal materials may be included, but it is not required. If mailed, receipt of a proposal by the mail system or other City departments does not constitute receipt of a proposal by Valley Transit.

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

Proposals may be withdrawn prior to the date/time set for proposal opening. Proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written

notice. If proposals are modified or withdrawn in person, the authorized representative shall make his or her identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal due data.

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

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

Proposed Schedule

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

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

Written Questions & Addenda

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

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

Proposal Selection

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

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

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

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

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

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

Evaluation Criteria

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

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

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

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

Price – The competitiveness of price.

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

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

Protest Procedure

Applicability.

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

Guidelines for Protests.

Strict compliance. Strict compliance with the protest procedures is required. No statement by Valley Transit employees, officers, or agents will modify or otherwise alter the protest procedures. Only Valley Transit's governing boards are authorized to modify these procedures, or the protest procedures set forth in the applicable procurement documents.

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

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

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

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

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

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

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

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

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

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

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

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

FTA Funded Procurements. When the protest involves an FTA funded procurement, the contract administrator will disclose information regarding the protest to FTA, and will keep the FTA informed about the status of the protest. If the protest alleges that Valley Transit has failed to follow its written bid protest procedures, the protestor may ask that FTA review the protest in accordance with FTA C4220.1F. The protestor must deliver its appeal to the FTA Regional

Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the 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.

Written Proposal Response

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

1. Provide the name of your business/organization, address, telephone number, email address and legal status of business (Sole proprietor, For-profit corporation or joint venture corporation, For-profit partnership, Non-profit corporation, Public agency, or Other/Identify).
2. Provide the name of the Chief Executive Officer (or Administrator) of business/organization.
3. Provide the name of individual designated to represent the organization in subsequent discussions or negotiations related to this RFP. Include name, title, telephone number & email address
4. Provide key employee's name and experience.
5. Provide a complete list of all bus operations contracts the firm has had within the last three years. For each organization, please include Agency Name, Contact Person, Phone Number, Address and Years of Experience. Please note: Valley Transit may check references outside of the submitted list.
6. Have any of your transportation contracts been canceled or suspended due to inability to comply with the terms of the agreements? If yes, describe why each agreement was canceled or suspended.
7. List the vehicles to be used to provide the service described in this RFP in a table. Please indicate primary vehicle and spares. For each vehicle include manufacturer and model, model year, current mileage and seating capacity. Specify the manner in which disabled passengers in wheelchairs are to be secured. Describe onboard wheelchair securement system for each vehicle proposed.
8. Describe the vehicle maintenance program presently utilized by your organization. Describe both preventive and corrective maintenance programs. Note which activities are performed directly by your organization and which activities are subcontracted.
9. Describe procedure for vehicle replacement related to failure. What is the response time for revenue vehicle replacement?
10. Describe how the interior and exterior cleanliness of vehicles will be maintained.
11. Describe the location of resources and facilities to be used under this contract. Where will the main office, key employee, maintenance, driver training, vehicle storage, etc. be located?
12. Provide the estimated number of employees by job category (driver, dispatcher, mechanic, trainer, supervisor, etc.) that will be utilized to implement this service. Include the functions and responsibilities of each job category.

13. Describe your driver screening and selection policy. What will be the minimum criteria for hiring drivers? What training will be provided to newly hired drivers? What refresher or continual training is provided to existing drivers? Provide image of proposed driver uniform.
14. How will the proposer ensure that all personnel (drivers, dispatch, and supervisors) are knowledgeable of the services and uniformly enforcing Valley Transit policies?
15. Describe how the proposer will monitor the daily performance of the service and employees to ensure customer satisfaction. Include who will monitor it.
16. Describe your procedures to handle challenging behaviors exhibited by riders.
17. Does your firm currently have a Drug and Alcohol testing program that complies with FTA requirements? If yes, describe your existing program and include your current policy. Attach info and/or documentation if necessary. If no, describe your plan to develop and implement a compliant program prior to the contract start date.
18. List any proposal modifications for us to consider that would lower your cost per trip.
19. Briefly describe any additional information or value-added capabilities that you believe may be relevant to the evaluation of your organization's proposal.

Cost Proposal Form

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

The proposal price shall be based on a fixed rate per one-way trip. The chart below includes the fixed rate for the first year of the contract (June-September 2024 operating season). No adjustments will be made to the year-one per revenue hour rate. The rate shall include all costs necessary to fully complete the contract.

	Cost per Revenue Hour
Downtown Appleton Trolley Service	\$

Please list any rate adjustment below applicable after contract year-one (attach details, if needed):

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

By submission of this proposal, each Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf: (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other proposer or with any other competitor; (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to opening, directly or indirectly, to any other proposer or to any competitor; and (3) No attempt has been made or will be made by the Contractor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Firm Name: _____
Name & Title: _____
Authorized Signature: _____
Date: _____

Lobbying Certification

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

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

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

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

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

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

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

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

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

APPENDIX 1 – FEDERAL CONTRACT CLAUSES

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

No Obligation by the Federal Government

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

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

Program fraud and false or fraudulent statements and related acts

31 U.S.C. 3801 et seq.

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

49 U.S.C. 5307

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

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

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

Access to Records

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes

49 CFR Part 18

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

Civil Rights

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

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

The following requirements apply to the underlying contract:

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

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

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

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

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

Disadvantaged Business Enterprises

49 CFR Part 26

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

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

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

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

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

Incorporation of FTA Terms

FTA Circular 4220.1F

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

Termination Provisions

49 U.S.C. Part 18

FTA Circular 4220.1F

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

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

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

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

Suspension and Debarment

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

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

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

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

Resolution of Disputes, Breaches, or Other Litigation

49 CFR Part 18

FTA Circular 4220.1E

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

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

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

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

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

Lobbying

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

Clean Air

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

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

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

Clean Water

33 U.S.C. 1251

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

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

Energy Conservation

42 U.S.C. 6321 et seq.

49 CFR Part 18

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

Conformance with ITS National Architecture

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

Contract Work Hours & Safety Standards Act

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

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

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

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

Transit Employee Protective Arrangements

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

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

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

Charter Service Operations

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

School Bus Operations

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

Drug and Alcohol Testing

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

ADA Access

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

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Notification of Federal Participation

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

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX 2 – CITY OF APPLETON INSURANCE REQUIREMENTS

Project: Trolley Service

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

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

1. INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

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

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

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

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

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

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

3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

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

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

- Bond Requirements
 - Bid Bond: The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
 - Payment and Performance Bond: If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
 - Acceptability of Bonding Company: The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
 - License and Permit Bond: The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.

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

- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultant/Engineers
 - Definition of "Covered Operations" in the policy must include the type of work being done for the City of Appleton
 - Limits of Liability
 - \$500,000 each loss for bodily injury, property damage, environmental damage

- \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
 - Deductible must be paid by the Contractor, consultants/engineers
 - The City of Appleton, its Council members and employees must be Additional Insureds
 - The policy must also cover subcontractors
 - Specify if "Wrongful Delivery" is covered
 - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
 - Certificate of Insurance must state:
 - If the policy is an Occurrence or Claims Made Form
 - If the defense costs reduce the limit of liability
 - If the policy covers motor vehicle loading and unloading claims
 - If there is an underground storage tank or super fund exclusion
 - If there is a Contractual Liability Exclusion
 - If Bodily Injury includes mental anguish and emotional distress
- Aircraft Liability insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo IF the project includes the use or operation of any aircraft, drone or helicopter.
- Watercraft liability protection and indemnity coverage to be provided by the Contractor

APPENDIX 3 – GENERAL REQUIREMENTS

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

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

- **Quality of Materials and Workmanship:** All materials will be of good quality. Except as to any supplies and components which the specification schedule specifically provides need not be new, the Contractor represents that the supplies and components to be provided under this contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety). If at any time during the performance of this contract, the Contractor believes that furnishing of supplies or components that are not new is necessary or desirable, he/she shall notify Valley Transit in writing, including the reasons. Valley Transit will authorize the use of such supplies if deemed desirable with an appropriate price adjustment. Workmanship quality will be sufficient to assure compliance with technical specifications.
- **Communications:** Communications in connection with this contract shall be in writing and shall be delivered personally or by fax; or by email; or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of Valley Transit and of the Contractor designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.
- **Official Receipt -** Communications shall be considered received at the time actually received by the addressee or designated agent.
- This proposal shall at all times be subject to the rules and regulations of the Wisconsin Department of Transportation (WisDOT) and FTA (Federal Transit Administration) under the provisions of the Federal Transit Act of 1964, as amended.
- This contract is subject to a financial assistance contract between Valley Transit and the U.S. Department of Transportation - Federal Transit Administration (FTA), and this procurement will be done in accordance with their requirements.
- Contractor agrees to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage expense, costs, including attorney fees arising out of the work performed as described herein, caused in whole or in part by any negligent act or omission of the Contractor any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
- Valley Transit may terminate the resulting contract at any time by a thirty (30) days prior to "notice in writing" from the Valley Transit General Manager to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.