

# **VALLEY TRANSIT**

## **REQUEST FOR PROPOSALS (RFP) FOR SCHEDULING & DISPATCH SOFTWARE**

RFP VT23-005

**December 18, 2023**



801 S. Whitman Ave  
Appleton, Wisconsin 54914

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## PART A – NOTICE TO VENDORS

1. NOTICE IS HEREBY GIVEN that sealed proposals will be received at Valley Transit, 801 S. Whitman Ave., Appleton, WI 54914 for: “PROPOSAL FOR SCHEDULING & DISPATCH SOFTWARE RFP VT23-005” FOR VALLEY TRANSIT, DUE NO LATER THAN 10:00 AM, FRIDAY, JANUARY 26,2024.
2. It is the proposer's sole responsibility to insure that the proposal is timely and physically received by Valley Transit prior to the deadline set forth in this notice. Receipt of a bid/proposal by the mail system or other City departments does not constitute receipt of a bid/proposal by Valley Transit.
3. All proposals must be submitted in an envelope sealed by the bidder or designated representative. All proposals 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 bidder should distinctly indicate the name and address of the bidder and in the lower left corner should clearly indicate the envelope contains a sealed proposals for: “PROPOSAL FOR SCHEDULING & DISPATCH SOFTWARE RFP VT23-005.” 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.
4. Submission of proposal documents by facsimile equipment or electronic mail (email) will not be accepted.
5. This notice establishes a time by which sealed proposals must be physically received by Valley Transit. No proposals will be accepted after that deadline.
6. Valley Transit is not responsible for proposals submitted in any other way except those submitted in strict conformance with these instructions.
7. A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Valley Transit prior to the specified time of submission.
8. All formal proposals submitted shall be binding for sixty (60) calendar days following the submission date.
9. If applicable, proposer must comply with all necessary insurance requirements, as required of the project and as noted in the City of Appleton Insurance Requirements.
10. If the proposal is accepted, the bidder must execute and file the proper contract within ten (10) days after award and receipt of the contract form for signature.
11. Valley Transit reserves the right to reject any and all proposals and to waive any informalities in bidding.
12. For further information concerning this Request for Proposal, contact Debra Ebben, Administrative Services Manager, email: [debra.ebben@appleton.org](mailto:debra.ebben@appleton.org) or telephone (920) 832-2292.

Ron McDonald  
General Manager

PUBLISH: December 17, 2023

## **PART B - GENERAL INFORMATION**

### **Definitions**

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

'Proposer' or 'Vendor' means a firm submitting a proposal in response to this RFP.

'Provide' means to furnish and implement.

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

### **Background**

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

Valley Transit's paratransit services are provided through a contract with a private provider. The current contractor utilizes a fleet of 32 vans. The programs provide approximately 480 demand response rides per weekday, 120 rides on Saturday and 25 rides on Sunday to seniors, individuals with disabilities and workers. Paratransit trips consists of regularly scheduled trips and will-calls.

Further info about Valley Transit can be found at: [myvalleytransit.com](http://myvalleytransit.com)

### **Project Introduction**

Valley Transit is seeking competitive proposals from interested, qualified and experienced Contractors to provide dispatch and scheduling software solution to manage its ADA complementary demand responsive service and several ancillary paratransit services. These transportation services are summarized within this RFP document.

The vendor shall comply with all requirements listed in this RFP.

Valley Transit's primary goals in implementing the system include:

- Manage resources efficiently and reduce costs
- Track multiple programs and ride funding sources by municipality and county
- Improve oversight of services and performance monitoring
- Maintain compliance with the Americans with Disabilities Act (ADA)

Valley Transit is currently rebidding the contract for a paratransit service provider. The awarded contract for service begins on July 1, 2024. It is Valley Transit's intent to implement the next scheduling & dispatch software system in conjunction with the next service provider.

## Service Descriptions

The awarded vendor's solution will need to manage trips provided under the six services described below.

ADA Complementary Paratransit (Valley Transit II): The service is a demand-responsive, limited advance reservation complementary paratransit service for persons whose disabilities prevent their use of the fixed route transit services offered by Valley Transit. This service is designed to comply with the ADA. This service is hereinafter referred to as 'VTII.'

Senior Transportation Service: An ancillary paratransit service that provides rides to elderly individuals age 60 and over residing in the Fox Cities portion of Outagamie County and the Appleton portion of Calumet County.

The Connector: An ancillary paratransit service designed to provide rides for customers traveling to and from work outside the fixed route area (ESA: Extended Service Area) or outside the fixed route service hours (ESH: Extended Service Hours). The service is an advance reservation, demand-responsive, common-carrier transportation service that provides rides to, from, and within two service area zones. The purpose of "The Connector" is to: provide transportation options to the less densely populated areas of Valley Transit's service area; offer a late and early morning option for second and third shift workers; and provide a first-mile, last-mile connection to Valley Transit's fixed route transit system.

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

Northern Winnebago Dial A Ride (NWDAR): This transportation service is demand response for ambulatory riders age 60 and over. The level service is "origin to destination service". Qualifying riders reside within City of Neenah, City of Menasha, Town of Menasha, the Village of Fox Crossing, or within the "Heritage Area".

Outagamie County Rural (OC Rural): This transportation service is a demand response, origin to destination service designed for Outagamie County residents who are elderly or have a disability to travel into and out of the Valley Transit ADA service area from the rural portions of the County.

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

<https://myvalleytransit.com/demand-response-programs/>

## **Current ITS System**

The current software system used to manage paratransit clients and trips is *Ecolane*. The software is web based with mobile data terminals (tablets) in the vans. These tablets give schedules as well as route maps, GPS location and speed tracking. The current system was implemented in 2019 and the current contract is expiring.

To summarize roles, Valley Transit staff manage the customer registration and program eligibility tasks within the current software. Valley Transit also uses the product to oversee the system through various screens and reports. Valley Transit also uses a number of specified data exports needed to import into our main data system (currently TransTrack) for federal reporting and other system wide reports. The next system would need to have the capability to export data via API. See Data Interface/API Section below.

The contracted transportation provider performs trip reservation, dispatching and scheduling tasks within the system.

## **Disadvantaged Business Enterprise**

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

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

## **Contract & Term**

Valley Transit will enter into a fixed price contract with the selected vendor. The resulting contract will include this RFP document and the contractor's proposal as component parts. The service agreement term will be for five (5) years with options to extend for three (3) one-year periods. This contract shall automatically extend into each one-year option period unless either party notifies the other, in writing, 90 calendar days prior to expiration of the initial and/or succeeding contract option period(s). A sample contract is provided in Appendix 4.

Communications in connection with this contract shall be in writing and shall be delivered personally 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.

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.

## **Funding**

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. Funding for this project may include Federal, State of Wisconsin, and local funding. Specific Federal requirements are outlined in Appendix 1.

## **Insurance**

The Contractor shall not commence work until it has obtained all insurance required. See Appendix 2.

## **PART C – SCOPE OF WORK**

### **Introduction**

The selected firm's ITS solution must provide Valley Transit with a turn-key product that will, at a minimum, provide the elements and functions described in this RFP. Any functionality above and beyond the system described in this RFP should be priced out as separate modules in the Cost Proposal Form.

The selected firm will be the prime contractor for the project and, as such, will be responsible for managing the entire scope of services as described in this RFP and other documents tied to this process.

The specifications herein may not have addressed all functional elements of a particular vendor's software product/ITS technology. Such omissions are not intended to mean that Valley Transit does not desire to have that functional element as part of the software or technology system(s) to be purchased under this procurement.

Valley Transit recognizes the rapidly changing pace of innovation in mobile communications and technology. Any specification in this RFP that may hinder or limit the vendor's proposed deployment approach should be noted in writing through the 'written question' submittal step of this procurement. The written question should contain a statement explaining how the proposed alternative would better serve the needs of Valley Transit. Valley Transit will consider each request and share responses through the addenda process.

### **General Software Requirements**

Valley Transit requires a software solution that is 100% cloud-based with web-portal access provided anytime of the day (24 hours a day, 7 days a week, 365 days a year). Solution must be fully functional via Chrome. If another browser is essential to system operation, offeror must indicate required browser to be used.

Administrative and Dispatcher user interface shall be simple, intuitive, and easy to use. Administrator shall have the ability to create new accounts for instant login. Software will provide at least three (3) account privileges (dispatcher/scheduler, viewer, administrator, etc.). A minimum of twenty-five (25) staff would require access to the system. System will support concurrent logins with no degradation of performance.

Vendor shall back-up and protect, for a minimum of sixty (60) days, any software configuration settings, any Valley Transit provided data that has been modified for use by the software and any new data produced by the software itself.

At the time of implementation, vendor's software must be the current version and compatible with the specified hardware. Valley Transit desires a solution that requires no installation of any kind on Valley Transit's computers or servers with everything stored on vendor's servers/cloud.

Vendor must always ensure that Valley Transit is utilizing the latest approved and beta tested software version available.

Valley Transit requires a proven solution. Vendors must have successfully installed/implemented proposed full system at a minimum of five (5) public transit system properties in the United States.

Cost proposal format will include software support/hosting agreement for contract year-one and an annual breakdown of costs for the remaining 4 years of the initial contract and additional three (3) 1-year renewal options.

The vendor's solution shall also provide the minimum capabilities described below.

### **Data Interface/API**

The awarded vendor is required to partner with Valley Transit and other authorized vendor products to interface and share data produced by the vendor's product, when applicable. All products will evolve over time, so it is also important for Valley Transit to establish partnerships with vendors that are willing to work with each other, adapt to change and build upon current connections to improve the flow and accuracy of data.

Valley Transit employs a cloud-based data management and reporting system provided by TransTrack. This product imports data from many silos within our transit system, including paratransit service data. The awarded vendor will be required to work with TransTrack and supply a data connection (API or SQL) at no additional cost to Valley Transit. The paratransit data needed includes run productivity and trip data. This data is used in TransTrack for analytics and reporting related to program specific ridership, on-time performance and various service data required for National Transit Database reporting. See a summary of some fields currently exported from the existing product. The expectation is that the awarded vendor will have a proven data connection developed prior to contract award.

Run Productivity includes:

Run; Driver Name; Trips (completed & no show); actual total service time & distance; actual deadhead time & distance; and actual revenue time & distance.

Trip includes:

Customer Number; Customer Name (First, Last); Trip ID; Mobility Device; Accompanying Riders (Children, Companion, Other); Trip Date; PCA; Trip Status; Fare Type; Fare Type quantity; Fare collected; Fare Billing Code; Service/VT Program; Additional Passenger Fare; Billing Code; Trip Purpose; Trip Duration; Trip Distance; Vehicle ID; Run ID; Driver Name; requested pick-up or drop-off time; actual pick-up and arrival time; address (pick-up and drop-off); and pick-up and drop-off coordinates.

## Mapping Function

Valley Transit requires the following mapping capabilities/features shall be provided:

- Utilize GPS to provide automatic vehicle location (AVL) in conjunction with mapping that allows users/dispatchers to identify current vehicle locations, based on the last known point in the schedule. Vehicle location information will be automatically refreshed at least every 30 seconds or more frequently according to event or rule GPS reporting.
- Map display shall clearly identify the service area boundary of each program. Graphic or query functionality must be present to determine if client's address or requested trip origins and destinations are within the program specific service area.
- Access to AVL maps must be seamless from within the scheduling software (e.g., user should be able to generate map with single mouse click or menu selection).
- Base maps must contain current attributes on street segments, addressing, speed limits, etc. Vendor shall be responsible for supplying a fully up-to-date map complete with all attributes necessary for point-to-point scheduling using coordinate geography (not zones). Street network shall permit definition of segment characteristics, such as speed limits, one-way direction, etc.
- System shall provide methods of allowing user editing of the base map to add new streets, change municipal boundaries, define incomplete address ranges, etc. Contractor shall provide map editing support throughout agreement.
- GIS functionality shall include ability to develop overlays or coverages of municipal boundaries and other key geographies. Map shall include the entire Valley Transit service area. Map shall have the ability to expand into additional communities if service expands.
- GIS functionality shall include ability to define service-based zones, such as fare zones, etc. This is a critical functionality that must be provided.
- System shall permit definition and display of physical features that act as barriers to transportation.
- System shall be capable of defining and displaying point files, indicating system time points, bus stops, major intersections, major transfer points, and major destinations of travel, or other points of interest. Include ability to limit display of this information according to permissions or map version.
- Map display shall clearly display vehicle icon and location. Vehicle icon shall include operator ID, vehicle ID and speed.
- Map display features shall include zoom in or out, pan in any direction and point-and-click on features and vehicles to retrieve information. The map should be expandable to full screen view.
- AVL location data will begin when the ignition is turned on and continue reporting until the ignition is turned off. Location of vehicles with no assigned pick-ups will also be tracked and visible in mapping.
- Map will display last known position on any unit suffering loss of GPS signal, and shall visually display and provide an alert to show a vehicle that is not in communication. Map will clearly mark each vehicle when more than one travels on the same street segment.
- Provide historical playback of vehicle locations with speed data

## GIS and Geocoding Function

Valley Transit requires that the vendor's software product provides GIS functionality. The following capabilities/features shall be provided:

- System shall be capable of exporting data and graphic images to other software platforms. If the software is limited to basic mapping functions, then data shall be exportable to standard GIS software (e.g., ESRI mapping products) enabling external GIS analyses.
- Service area map shall contain definitions of street segment name and address ranges. System shall have full geocoding capability allowing Valley Transit to enter an address and locate the address on the map. System shall be capable of handling various abbreviations of names (e.g., St. for Street, etc.) in the geocoding process.
- System shall permit manual assignment of x- and y- coordinates in the event an address cannot be geocoded based on existing map address range attributes.
- System should have the capability to manually pin multiple doors at the same location to direct driver to exact pick up spot.
- System shall have the capability to calculate drive length and duration during the scheduling process.
- For any trip reservation, system shall be capable of providing, using the GIS capabilities of the software, a map image of the trip origin and/or destination.
- The system must be able to calculate, autofill and report the municipality and county of each trip's home address, trip origin and/or destination. If needed, Valley transit will provide municipal and county shapefiles covering the entire service area.

## Client Database

The Client Database shall provide the following capabilities/features:

- The client database shall be capable of providing a full range of data elements for each client in the system. Information shall include full identification including gender, address, municipality, county, contact details, third party/emergency contacts, disability status, mobility aides used, required accommodations, caregiver, language spoken by client, program affiliation, and third-party contract payee options. Additionally, system shall permit assignment of various demographic codes, such as elderly, youth, etc.
- System shall be capable of tracking trip purpose for each trip with user customization possible in terms of defining various trip purposes.
- The database shall provide functionality to allow customer service agents to readily look-up client records for edit, trip-booking, etc. Search capabilities should be based on customer name, identification number or similar characteristic. When looking up a customer, auto-complete features are desirable to minimize user input.
- System shall be capable of registering new clients, capturing information about addresses, disability type, space requirement, load/unload time, fares, payment

options, eligibility conditions, funding sources, etc. while a customer service agent has the new customer on the telephone.

- System shall permit edit of all fields in a customer's records in a real-time basis and shall permit suspensions (temporary) of service.
- System shall be capable of recording and displaying trip history details specific to each client, such as recent trip dates, trip origins or trip destinations.
- System must have the ability to capture information on trip cancellations and no-shows specific to individual customers.
- System calculation and entry of trip origin and destination municipality and county is critical for Valley Transit in order to properly invoice local share accurately. Municipality must be its own unique field separate from home address because mailing address can sometimes list a different municipality.

The selected proposer, as soon as practical after notice to proceed from Valley Transit shall be responsible for providing a data "template" in order for staff to begin compilation of information necessary to complete the client database elements required for use in scheduling, trip assignment, and reporting. The selected proposer will evaluate current client database and develop appropriate data conversion process that converts existing client information into a compatible format for use in the proposed scheduling and dispatching software solution.

## **Dispatching**

The system's dispatching tools must include the capabilities/features listed below.

- Communication between dispatching and reservation/scheduling functions
- Dispatching effectiveness and performance evaluation reports
- Graphic display of individual routes with easily identifiable pick-ups, drop-offs, and breaks
- Ability to identify and assign open returns (will call trips)
- Ability to identify and adjust service for no-shows, cancellations, and service interruptions
- Ability to identify scheduled and actual arrival times
- Monitor service in real time

## Access to Dispatch Information

Systems shall allow dispatchers access to run itineraries based on run number, vehicle number, or client name. System shall be capable of displaying the run number, number of passengers on the run, scheduled arrival time, estimated time of arrival and any special circumstances. Information displays must associate with the time of day (e.g., 10:00 a.m. events are displayed at the top of the list window when the dispatcher makes queries at 10:00 a.m.).

### Driver Assignment

System shall be capable of assigning drivers to runs. System shall take into account driver work schedules and other factors to ensure compliance with system policies.

### Vehicle Assignment

System shall be capable of assigning vehicles to scheduled runs taking into account mobility needs of customers assigned to the run, thereby ensuring sufficient wheelchair capacity at all times.

Dynamic updating of assigned vehicles must be possible in order to take into account vehicles pulled from service due to mechanical failure, lift failure, or other failure event found during the driver's pre-trip inspection.

### Cancellations/No-Shows

System shall be capable of allowing dispatchers to process late cancellations (cancellations received after system policy time) and no-shows. This data should also be easily exported into a report for enforcement of the no show suspension policy.

### Same Day Reservation Changes/Add-Ons

System shall be capable of automatically displaying to the dispatcher/scheduler cancellations, same day reservations, and will-call return trips waiting for vehicle assignment (*e.g.*, trips/reservations made but not yet assigned/scheduled).

### Removal of Vehicles from Service

If the dispatcher is advised that a vehicle is not fit for service, system shall be capable of programming a vehicle substitution on the affected run(s).

## **Trip Reservations**

The system's trip reservation tools shall include the following capabilities/features:

### Real Time Trip Details Entry

System shall permit trip booking while transit personnel are on the phone with the client/customer. System must be capable of processing both subscription (standing order) and demand response trips in this manner. System shall be capable of processing same day trip orders.

System shall permit reservation staff to access client records by entering client last name, telephone number, or other ID number. Typical protocols involve booking trips using client last name. Additional details must be available to the customer service agent in order to distinguish between customers with the same last name. System will have the capability to

automatically populate the reservation screen with the customer data, including commonly used locations, mobility device, eligibility, PCA, etc. after the individual has been identified.

Pop-up windows or list boxes shall be used to display lists of clients for easy access and selection. Once selected, pertinent data from the client database file shall be accessible to the reservation clerk, either through on-screen display or pop-up window.

#### Default and Common Pick-Up Address

System shall default to the client's home address as the pick-up location. System shall provide ability to enter alternative addresses through key stroke entry or through use of list boxes of alternative pick-up addresses associated with that client (*e.g.*, common travel destinations of that customer).

#### Client Trip Destinations

System shall be capable of displaying, through pop-up window, list box, or similar alternative, a list of most frequent client travel destinations and/or recent destinations of travel for easy insertion into the destination field. User must be able to select destination from these fields and populate trip destination fields through this selection process.

#### Trip Reversals

System shall be capable of automatically generating trip reversals or booking the return trip from the originating trip destination to trip origin.

#### Pick-Up Time, Appointment Time, and Allowances

System shall be capable of scheduling based on requested pick-up time or customer appointment time and shall take into account appropriate travel time to ensure on-time arrival at a destination.

System shall be capable of incorporating a user-specified policy on pick-up time negotiation with the client. System must be capable of incorporating multiple policies.

#### Advance Reservations

System shall be capable of accepting trip reservations for a period of at least up to 365 days in advance of the requested trip date.

#### Standing Order Trip Entry

System shall be capable of accepting standing orders. System shall permit day of the week type travel dates and monthly calendar based travel dates, (*e.g.*, first and third Wednesday of each month).

System shall be capable setting finite limits on the length of subscription orders. Systems shall permit transit personnel to "turn off," on a temporary basis, a client's standing order. System

shall permit entry of both a start date and end date of the time period when the client will not take the standing order trip.

#### Trip Reservation Editing

System shall provide means for a customer service representative to easily and quickly access existing trip reservations for the client in order to edit travel destination, trip dates, and/or travel times.

System shall permit cancellation of any trip in the system in advance consistent with defined system policies on trip cancellations. System shall maintain a cancellation record, by client, to facilitate system management of sanctions for excessive customer abuse of cancellation policies.

#### Suspended Service

System shall be capable of temporarily suspending a client's eligibility for service. System shall permit entry of both a start date and end date of the time period when the client's ridership privileges are suspended. During this period, system shall not permit trip booking. System shall have provisions, in the event an individual customer's service is temporarily or permanently suspended, to display a warning alert or physically block a reservation agent from booking a suspended client's trip.

#### Personal Care Attendants, Companions, and Escorts

System shall be capable, during the course of the reservation entry process, of allowing customer service agents to add personal care attendants and companions to the trip order.

#### Fare Computation

System, at the conclusion of trip booking, shall provide a confirmation of the booking with fare(s), if applicable, to be paid by the user(s), escorts, or companion.

#### Trip Cancellation

System shall provide methods to enable customer service agents to easily retrieve an existing trip reservation and, upon customer request, cancel the reservation. System shall provide various trip codes to document the reason for the cancellation (e.g., "cancelled on customer request" etc.).

### **Scheduling**

The system's scheduling tool shall have the following capabilities:

System shall have capability to perform fully automated scheduling, either in batch mode or in the scheduling of individual trips. The system shall provide dispatchers with web-based tools to proactively manage OTP, no-shows, cancellations, subscriptions and late trips. The system shall automatically send updates of the dispatched trips to the Mobile Data Terminals (MDT). The

web-based tools provided will allow managers/supervisors to monitor their driver's performance in real-time. The system shall optimize same day trip orders with advance trip orders and automatically send updates to the MDTs. The scheduling process shall be completely automated and have a proven capability to function without a scheduling position initiating the scheduling. The automated scheduling process shall continuously look to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions, driver performance, etc.

#### Automated Batch Scheduling

System shall be capable of scheduling, in batch mode on a next-day basis, all reservations for a designated travel day. Scheduling shall be based on the actual street network in the service area (*e.g.*, actual *x*- and *y*- coordinates, not zones), parameters associated with network segments as established in the GIS system, physical barriers, speed parameters, time of day, and appropriate dwell times for the boarding and alighting of passengers.

#### Subscription Trips

System shall permit the establishment of base runs or subscription templates based on existing standing orders. System shall be capable of evaluating base runs in order to optimize run in terms of least distance and travel time, based on network factors.

#### Avoiding Capacity Constraints

System should be able to prioritize ADA Paratransit trips over other complimentary services and put a limit on the percentage of trips that are subscription trips when scheduling rides close to capacity.

#### Unscheduled Trips

System shall permit trips to be placed in the system schedule but remain unassigned to a specific run. This can be accomplished through a user manual setting of the trip to "unassigned" or "will-call" category or similar means.

System shall be capable of permitting manual insertion of such trips into the schedule, with automatic dynamic updating of the remaining scheduled pick-ups and drop-offs on the run.

#### Same Day Trip Orders

System shall be capable of taking trip orders on a same day basis and dynamically scheduling the trip into existing schedules. System shall consider existing path of route travel, existing customer assigned trips, and system policies on travel and pick up time windows in making the scheduling assignment. If system is capable of producing multiple solutions to the trip assignment, priorities, expressed on some type of score or other method, it shall show the best possible choice of assignment.

When a same day order is accepted and assigned to a run (or unassigned run is assigned to a run), it is imperative that the system shall be capable of dynamically updating the remaining scheduled pick-ups and drop-offs on the run's schedule.

### Service Zones

System shall be capable of producing schedules, by run, in chronological order or by sequential run number, indicating projected arrival time of system vehicles at each origin and destination.

Schedules must be developed on zones or counties, based on user specified service zones. System must be capable of recognizing geographic zones and assign trips to the proper zone when systems serve multiple counties with dedicated vehicles and staff.

### Display

Once generated, system shall be able to display all schedules for all runs on a given day. Display shall contain all pertinent run data and contain necessary menu and edit tools to provide manual adjustments, as necessary, to the scheduled runs.

### Validation/Violations

System shall have internal validation controls to ensure that schedules do not violate schedule and work rules. Additionally, system shall have capacity to evaluate overall travel time for individual passengers to ensure that system travel time limitations are not exceeded.

Each service has its own service area and limitations based on the trip. System shall be capable of determining if the trip meets the criteria for the specified service zone and time frames before booking. System shall be capable of generating or identifying trips that violate system parameters so that staff can attempt to remedy the violation.

### Manual Override

System shall provide the capability of scheduling staff to manually move trips after schedule development. When such overrides are made, the system shall record and time-stamp the override action in the trip record (or in an associated database) in order to provide a historical account of changes to the original (booked) reservation.

### Labor Rules

System shall be capable of scheduling trips to established runs taking into account system labor rules on work hours, breaks, and employee work hours.

### Vehicle Assignment

In assigning passengers to vehicles and/or vehicles to system runs, system shall be capable of recognizing the need for accessible vehicles, vehicle capacity, etc., in making said assignments. System shall have the capability of assigning vehicles to zones or counties.

### Editing Schedules

System shall be capable of adding trips to a previously generated schedules or re-assigning trips from one run to another in dynamic fashion.

System shall be capable of evaluating individual trip parameters and select runs that best satisfy the requirements of the reservation while maintaining the integrity of existing reservations on the same run. If system generates a range of alternatives, system shall present alternatives in rank order with the highest ranked alternative indicating the “best” selection. The best selection will be chosen based on vehicle GPS of current vehicles on the road (in the case of same day trips) and the information of other trips currently within the schedule for the time that the trip in question is being booked.

### Dynamic Update of All Schedules

Anytime a schedule is edited, the system must be capable of updating the schedules of all other impacted trips so all previously scheduled trips must remain on time, not violate travel time rules, etc. The scheduling process must be completely automated and have the capability to function without a scheduling position initiating the scheduled. The automated scheduling process must continuously be looking to improve schedules based on real time operating factors such as cancellations, no-shows, vehicles positions or driver performance. The system must optimize same day trip orders with advance trip orders and automatically send updates to the MDTs.

### Unscheduled Trips

If the system cannot schedule all orders for the day of travel being scheduled, then the system shall be capable of displaying all such trips in its own dataset so that staff may consider manual overrides to the schedule and/or assignment of the trip.

### GIS Display of Schedules

Once trips are assigned to a scheduled run, the system shall be capable of graphically displaying, on the GIS system, the sequence of pick-ups, drop-offs, and route path for the run.

### System Parameters

System shall have capability for user specified settings that govern the scheduling process (e.g., average speed; dwell times; load times; etc.).

Vendors should specify the range of parameters that can be user set and how the vendor will assist the transit system in the initial setting of these parameters to ensure maximum scheduling efficiency in daily operations.

## **Reporting**

Software shall be capable of generating a range of management and service reports necessary to permit sufficient oversight of the paratransit service and clients. Software will also provide

monthly, quarterly and annual reports that meet National Transit Database (NTD), ADA service oversight and state requirements. Required data by paratransit program includes ridership, revenue miles, dead miles, revenue hours, dead hours, missed trips, no-shows, late cancellations, trip denials, trip length (excessive trip lengths) and on-time performance. Additional reporting would be required for each program, including attributes by municipality, fare type and county of origin.

Software shall be capable of reporting municipality and county of each trip origin and destination. Municipality must be a unique field that is calculated based on mapping, not mailing address. The municipality used in mailing address can differ from actual municipality.

The software system shall support real-time web-based operational supervision and on time performance reporting. All reports are to be completely web based, can be run on demand and exportable into csv, pdf, word, etc.

System shall also have the ability to run a certain report or reports on a set schedule and delivered to an email address in a particular format, i.e. monthly reports on revenue and dead head hours and miles sent to an email address of the user's in an excel file.

#### Ad-Hoc Reports

System shall be capable of permitting the user to create, format, and print user-defined reports based on any data element contained in the database.

#### **Hardware - General**

Valley Transit is seeking to implement tracking and driver interface hardware in thirty-two (32) revenue vehicles used in demand-response service. All vehicles are owned and operated by a contracted provider. The proposed system should also allow for the integration of new vehicles into the system.

Valley Transit currently owns the tablets, mounting equipment and data plan. Current tablets are Samsung Galaxy Tab A7 Lite 32 GB with a Verizon data plan.. Valley Transit's preference is to continue using this equipment with the next system. Valley Transit will consider solutions that require new MDTs/tablets, data plan and/or vehicle mounting hardware. If these items are necessary, please explain with detail in written response, as well as include an itemized cost breakdown for items proposed.

#### **Mobile Data Terminal (MDT)**

The MDT unit and driver application shall have the following features/functionality.

- Automatic display of driver login screen when vehicle/MDT is powered up
- Track driver behavior, including driving speeds
- Device locking mechanism while vehicle in motion
- Automatic Vehicle Location (AVL)

- GPS location, including speed and direction
- Real-time and historical vehicle tracking
- Real-time messaging between dispatch and drivers
- Driver login using employee identification number. MDT will validate info with software.
- Should the driver turn off the ignition during the course of her/his shift for less than thirty (30) minutes, she/he should not need to logon again as the current data will be retained.
- Display will provide current system time, the time should be able to be depicted by a twenty-four (24) hour clock, or alternatively an AM/PM designation; communication network status; and will also provide ability to adjust volume and backlighting to suit individual operator preference.
- Capable of providing navigation aid to operators by displaying in-vehicle map of next destination. This process shall be hands-free, and operators should not have to enter destination address to use map navigation, as the software will do this automatically and adjust according to geo-location. Usage of the navigation aid with manually entered points, including intersections, shall also be supported. The navigation aid shall be map-based with the vehicle always centered on the display, shall continuously and accurately depict the vehicle's current location on a map that provides street names and landmarks, and shall re-compute a route recommendation if the operator deviates from the initial recommendation. The navigation aid shall provide user-activated options for both audible and visual directions.
- Navigation functionality will be integrated into the in-vehicle software application and will not be a separate application.
- Interface with the scheduling and dispatching system to access manifests, download them to the vehicle, manage manifests on the vehicle, and capture and send data back to the system for record keeping and reporting. Time and odometer reading for each trip event should be captured.
- The exchange of data between the vehicles and scheduling and dispatching system cannot require any form of manual intervention.
- The entire manifest should be stored on the MDT in case of communication interruption, but manifest updates must be possible in real-time or near real-time (within one minute).
- Audible alerts for certain updates, messages or manifest changes should be possible.
- GPS-based vehicle location should be reported to the scheduling and dispatching system at least every 30 seconds, and with every data and communications request sent from the MDT. The system must have the capability of displaying this data on the system's map display, along with other relevant data such as speed, door status, and idling.
- Vehicle operators should be able to quickly enter status updates to the manifest as they progress through their assigned run.
- The Proposer should describe features that would permit or forbid the operator from changing the order of trips on the manifest.
- A means shall be provided to allow the vehicle operator to cancel and correct an incorrect trip status message or data entry.
- A means shall be provided to ensure that all manifest updates and changes acquired from the system are received by the MDT and that the system receives all trip status

messages sent from the MDT.

- Fallback mode of operation that preserves normal functions to the greatest extent possible whenever the data channel or system is unavailable. The objective is to keep the vehicles operating for extended periods of time regardless of the status of data communications and with minimum need to consult hard copies of the manifests. While in fallback mode, all functions must operate normally, with the exception that manifest additions and deletions will not occur. All data communications messages, trip status messages, and GPS location messages shall be queued for later transmission. The system must be capable of buffering queued data messages for at least a full-service day.
- A zone calculation for each trip to support National Transit Database reporting purposes should be an option. The zones will capture urbanized vs. non-urbanized areas.
- The MDT unit will have an option that will allow Automatic Vehicle Location information to be passed to the server and stored in the database based on automatic refresh rates every 30 seconds or more frequently.

### **MDT: GPS/AVL Status Updates to Dispatch Interface**

In addition to the in-vehicle functionalities described above, the proposer's technology solution shall provide the following functionality to system dispatch operations:

#### Event Based Reporting

When a function is performed, the location of the vehicle shall be reported along with any data relevant to the performance of the particular function.

#### Distance Traveled Reporting

Every time the vehicle has moved a predetermined distance the MDT shall automatically report the vehicle's location to the host system in order to avoid unnecessary reports from vehicles that have not moved from their previously reported positions.

#### Time Elapsed Reporting

Vendor shall indicate the frequency of coordinate reporting, based, in part, upon the transmission capacity of the communications infrastructure, costs, etc. If a report is not received at the specified interval then the host system shall be alerted to the fact that for one reason or another that vehicle is out of coverage.

#### Hybrid GPS Reporting

System may incorporate the advantages of all three of the preceding methods. The requirement of GPS is to receive information ONLY WHEN desired and not waste airtime sending GPS information that is not useful to the dispatch operations.

### Poll-on-Demand

MDT shall be capable of reporting GPS based on a polling request message from the Host-end Application Software at the dispatch location.

The Proposer should describe standard status updates supported as well as what types of customized updates are possible or customizable by the user.

### **Driver Application Communication Functionality**

The Driver Application displayed on the MDT shall have, at a minimum, the following communication functionalities:

#### Visual/Audio Alerts

MDT shall be capable of providing visual and audible alerts to indicate incoming messages.

The MDT unit shall be capable of sending a message and notifying the driver of the success or failure of the transaction.

#### Operator Response

The driver must be able to acknowledge incoming messages (as deemed necessary). After the driver acknowledges an incoming message, it shall be displayed on the MDT unit.

The MDT unit shall also be capable of allowing the driver to respond to a message. This acknowledgement shall be through use of the units' function keys. The MDT unit shall be capable of sending a message and notifying the driver of the success or failure of the transaction. The option will be given to the driver to resend the message should the message not be delivered successfully.

The MDT unit shall restrict access to all functions while the vehicle is in motion. GPS telemetry, current system time, communication network status, and new message indicator may be displayed during vehicle motion.

#### Messages and Message Queue

The MDT unit must be capable of receiving messages sent from the host application.

The MDT unit shall be capable of queuing messages in a buffer and repeatedly attempting to deliver them to the host application. Each message shall be configured to attempt delivery indefinitely or to attempt delivery only for a fixed period of time after which the message will be discarded.

The MDT unit shall be capable of sending a series of "canned" messages that can be user defined by the customer in conjunction with the vendor.

The MDT unit will be capable of requesting the manifest from the server.

### Display Functionality

The MDT unit shall allow the driver to scroll through the manifest up to the maximum number of transmitted trips as determined by the paratransit operator.

The MDT unit shall be capable of adding, updating, and saving new trip data without driver action.

The MDT unit shall provide drivers with a manifest, passenger/trip information and other screen displays that permit performance of other actions.

The MDT unit shall alert driver to changes in manifest via color-code.

### Manifest Screens

The MDT unit Manifest Screen must provide drivers with an overview of their manifest sufficiently detailed to understand trip origins, destinations, and sequence.

Additional trip message lines must be available by scrolling. All trips must be shown on the display in ascending order of estimated stop times. The current trip must be located at the top of the manifest screen.

When the driver completes the current trip, the MDT unit shall automatically delete it from the manifest screen. The screen must display multiple rider pick-ups and drop-offs from the same address.

At any time after the driver has logged on to the system and received a manifest, the MDT unit shall have capability to dynamically update the manifest by inserting additional trips sent to it by the dispatch system. Trip insertions must also follow the protocol of displaying trips in ascending order of estimated stop time.

At any time after the driver has logged on to the system and received a manifest, the MDT unit shall update the manifest and delete all cancelled trips.

The driver must be able to access the additional screens that provide more functionality via single keystrokes, use of function keys, or similar one-stroke methods. Access to additional screens must be restricted while the vehicle is in motion.

The driver must also be able to access the passenger/trip information screen from the Manifest Screen by a single keystroke, using a keypad key.

### Passenger/Trip Information Screen

The MDT shall have a passenger/trip information screen that provides the driver with detailed information about each stop (pick-up or drop-off), including any driver notes and full pick-up window range.

If the level of detail in this screen exceeds the visible viewing area of the display screen, additional lines of trip information shall be viewable through use of a scrolling function.

The driver shall be able to edit trip information by pressing the arrow keys. At a minimum, driver should be able to edit passenger type, fare, and number of passengers at stop.

The driver must be able to access the manifest screen from any display screen on the unit via a single touch or keystroke.

The driver must be able to access additional screens from the detailed passenger trip information screen by a by a single touch or keystroke.

The driver must be able to view future scheduled trips for the specified client displaying date, scheduled time and pick up location.

If the rider and trip numbers, number of riders, attendants and companions, and fare amounts and types were in the original trip message that was transmitted to the MDT unit, the MDT shall have preformatted screens where this data is automatically populated in the appropriate fields.

#### Other Action Screens

The MDT unit shall provide additional functionality to permit voiceless communication between vehicle and dispatch.

Such screens shall display a list of information requests to be completed by the driver and transmitted to system dispatch that are necessary to complete data required for each trip. The MDT unit shall be capable of automatically providing some data, such as odometer reading, and shall be capable of time-stamping all critical events.

After the driver has used the MDT unit to record a rider's boarding, the unit shall issue prompts regarding any other data that needs to be completed by the driver before the driver can return to any other screen.

#### Data Messaging

The following types of message traffic shall be supported by the MDT unit and related software, enabling voiceless communication between driver and dispatch. To the extent feasible, information flow/transmission shall be packaged as pre-defined, enabled by the driver by simple keystrokes or touch screen action. Pre-defined messaging shall be customizable and shall be established, based on consultation between the purchaser and the vendor, prior to installation. Messages shall include, but not necessarily be limited to:

- Driver log-on; Driver log-off; Pick-up location arrival; Pick-up performed; Drop-off location arrival; Drop-off performed; Additional passenger boarding; Additional passenger alighting; Rider no-show; Rider cancels at the door; and Rider not ready within pick-up window

The MDT unit shall automatically provide odometer reading, time-stamp, and coordinate location with the transmission of each of the message types above.

### **Data Management**

Data entry must be easy and efficient. All tables must be exportable in a commonly used format. Some of the current Valley Transit customer and trip data may be entered into the new system by Valley Transit staff as part of the training and implementation process.

Data integrity is required so that data values in the database are correct and consistent. Proposers shall have features within their system that prevent the input of invalid data and that minimize human errors when data is entered. Proposers shall also test and verify the correctness of every field in every record transferred to the new system.

Valley Transit currently uses *Ecolane* for paratransit scheduling software. The Proposer shall have a process to convert the current client and other data into the new system. The Proposer should also outline any participation in post-conversion data verification and clean-up efforts. Aspects of the conversion should include but are not limited to the following.

- Audit data integrity (so fields that should contain numbers don't have text in them) and identify other data impurities within source data. Records that do not pass verification are flagged and prevented from entering the new system.
- Ensure that data has accurate Wisconsin codes and towns and the correct spelling of street names.
- Convert data to upper or lower case as required, including specifics like 'McDonald' or 'O'Reilly' and reformatting all upper case or all lower-case entries.
- Abbreviation expansion, as needed.
- Removing duplicates.

### **Billing**

Software shall have the ability to track multiple billing, fare, rider and funding agency types. Valley Transit currently does not bill funding agencies but would like to include this option for future implementation. Currently, all passengers utilize prepaid or cash payment for each trip. Valley Transit currently offers prepaid tickets that are collected by the driver.

### **Support**

The ITS system vendor will provide 24/7 support when needed in case of severe emergencies. Vendor's support will be accessible via phone, web and email with a turnaround response time of less than 3 hours for any mission critical components. Base support shall be available during normal business hours. Standby support shall be available at all other times, including weekends, nights and holidays.

Ongoing product support shall be included in the annual product fee. This technical support shall include, but not necessarily be limited to:

- Phone & email support with service technician/engineer during normal business hours maintained by Valley Transit
- Provision of diagnostics/repairs via remote control access to system hardware/software
- On-site technical support when required
- Product upgrades, new releases, patches, etc. when issued by the vendor

Software patches and minor enhancements (e.g., version x.##) shall be included for the duration of the contract. Valley Transit prefers all major revisions (e.g., version #.xx) be included as well. Security patches must always be free and implemented with high priority. A notification from the awarded vendor summarizing changes will be emailed to Valley Transit prior to implementing enhancements or upgrades.

Any proposed ongoing system fees must include a commitment to maintaining high reliability or uptime. A fully functioning scheduling and dispatch system is essential to maintaining paratransit operations and supplying data to our customers. Valley Transit's expectation is that the selected product will function as described in this scope and be consistently available.

### **Data Security**

Valley Transit prefers SaaS suppliers who have obtained SOC 2 Certification from an outside, certified CPA (Type 1 if your solution is new, Type 2 if your solution is established). Attach proof of Certification to your proposal submission.

The proposer's cloud service and login must run over a secured connection. Data must be encrypted to the latest standards.

Valley Transit is a department of the City of Appleton. The City of Appleton has implemented multi-factor authentication (MFA) to grant access to cloud-based IT services. It is the City's preference to sign on to the supplier's system using its Azure Active Directory tenant as an identity provider by way of open-standard (e.g., SAML, OAuth) single-sign-on (SSO).

System backups must be encrypted, stored offsite, and air-gapped from the production environment.

Cloud service and login must be over a secure connection. Data must be encrypted to the latest standards. All data stored in the Cloud must be free from any Personally Identifiable Information (PII). Any PII data requires appropriate protection and shall not be publicly available. Vendors will confirm these items and explain full security measures in their Written Proposal Response.

### **Data Ownership & Protection**

All data in the Cloud environment is understood to be the property of Valley Transit. If the agreement between Valley Transit and awarded vendor is cancelled, it is understood that all

data can be exported to Valley Transit. In the event of a contract termination, the contractor agrees to make all necessary good-faith efforts to cooperate in the transition of Valley Transit information back to Valley Transit or to other, new vendors.

The Contractor shall not use, disclose, or distribute any data provided by Valley Transit except as may be requested to Valley Transit and for Valley Transit purposes. In the event the Contractor is contacted by any law enforcement or regulatory agency with any lawful order regarding Valley Transit data, the Contractor shall promptly notify Valley Transit of such contact to the extent allowed by law. The Contractor shall provide copies of Valley Transit data to Valley Transit upon request.

Valley Transit prefers vendors with Cyber Liability and Technology Errors and Omissions Insurance.

### **Warranty**

If any hardware and/or equipment is proposed, it shall have a minimum one-year warranty (100 percent parts and labor) that begins on the date of acceptance and include free technical support calls during normal business hours 8:00 AM – 5:00 PM CST/CDST.

## **PART D – PROJECT IMPLEMENTATION**

The following contains minimum expectations for the awarded vendor during implementation.

### **Project Management**

Throughout the duration of the project, the selected Proposer will provide regular status reporting, scope and issue management, and risk containment. Status reports shall be provided to Valley Transit.

Valley Transit's project management will be achieved and facilitated through the use of selected individuals from internal departments, which may include; Maintenance, Facilities, and Technology Services. All information and correspondence shall flow through Valley Transit's identified Project Manager or designee, who will be responsible for providing direction to the vendor. Vendor must supply an implementation plan, which identifies the project timeline and milestones.

The awarded vendor shall name one (1) individual from the firm designated as project manager. This individual shall have complete authority and control over all aspects of the project. The awarded vendor's project manager shall be the sole point of contact between the vendor and Valley Transit. A list of other project installations directly under the control of this individual shall be named in the proposal.

### **Kick-Off Meeting**

A meeting will be held on-site in Appleton to introduce the project team, establish lines of communication and responsibility, and finalize the project work plan and schedule. A final work plan and schedule shall be provided to Valley Transit.

### **System Requirements**

The selected vendor will meet with Valley Transit staff to gain a complete understanding of the requirements of the ITS system. Requirements to be examined will include: Data; System Architecture (Hardware & Software); Functionality; Mobile Capabilities (querying, reporting and mapping); Security; Performance; and Maintenance.

### **Applications Deployment**

Associated application-related software will be deployed with training and support provided by the Vendor. Vendor will also supply user and system administrator guides for the software.

### **System Testing & Acceptance**

System testing must be performed to ensure a fully functioning scheduling and dispatch system according to this RFP and the vendor's proposal. The awarded vendor's project manager and/or a duly qualified staff person shall be on-site during the initial testing and rollout of the system.

Valley Transit shall not be constrained by the testing and reserves the right to make the following requests which shall be acted upon by the Contractor:

- Procedural changes and other reasonable tests to assure the system's performance and conformance
- Investigation into any apparent troubles, flaws, or abnormalities with respect to the system

When full implementation is complete; the system is prepared with applicable data; and staff training is complete; the awarded vendor's project manager shall coordinate with Valley Transit staff on scheduling of system tests to ensure correct operation. The awarded vendor will:

- Conduct performance testing of entire system using current Valley Transit data and verify with Valley Transit staff that all system components and functions perform according to the requirements and specifications in the resulting contract with Valley Transit.
- Review results of tests with Valley Transit and make all corrections as necessary.

Upon successful completion of all systems testing, Valley Transit and the Contractor shall confirm acceptance of the Scheduling & Dispatch System and written final acceptance shall be executed. After acceptance, final project payment can be processed.

If, during any test or otherwise, it is discovered that the system does not conform to the requirements of the signed contract, Valley Transit will not accept the system until the issues have been corrected.

### **Training**

Before deployment of the dispatching & scheduling system, vendor shall provide training to all dispatchers, supervisors, administrators and maintenance technicians. Vendor shall also provide optional web-based training on an as-needed basis for future trainees and new hires.

Vendor will be responsible for supplying a complete copy of all system training documentation. Training documentation shall also be made available via an electronic PDF document, with unlimited distribution within Valley Transit. Vendor will provide specific training manuals for all personnel. Help manuals shall allow resolution of straightforward items as expeditiously as possible.

Training shall be conducted at a location within the Fox Cities. Valley Transit will supply the training room and schedule training of Valley Transit and/or contracted paratransit provider personnel. Classes will be designed using Valley Transit data.

### **Maintenance**

Vendor training shall include complete information for maintenance personnel. This includes troubleshooting and installation manuals.

## **PART E – OPTIONAL SERVICES & FEATURES**

The additional services and features below are not required. Vendors can choose to address these areas within their written proposal form. Any additional costs associated with providing the optional services below should be noted separately in the Cost Proposal Form. If optional services/features include additional costs, vendors should include any factors that impact the cost proposed. Valley Transit may choose to not implement these additional features, but the availability of future system enhancement will be an important benefit to consider.

### **Trip Reservations via Web Portal**

Valley Transit prefers a system that allows riders to book trips, receive trip confirmation, review scheduled trips and view data via a web portal.

### **Rider App and Mobile Payment System**

Valley Transit would be interested in other features that are available with the vendor's system that riders can use to access information, like a rider app for booking trips, viewing scheduled trips, canceling trips or 'where's my ride' vehicle tracking.

Additionally, Valley Transit would also be interested in the future development of a mobile payment system that would accept other ride payment types beyond the current cash and paper ticket system.

Valley Transit strives to make data developer-friendly and requires a vendor that provides open data to other third-party developers. Valley Transit may have a future interest in integrating a potential paratransit rider app with our existing fixed route app.

### **Extended Warranty**

Valley Transit would consider an extended warranty beyond what is required in the Scope of Work. If extended warranty is included in base price, please note extended warranty terms in the Written Proposal Response.

## **PART F – 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 SCHEDULING & DISPATCH SOFTWARE, RFP VT23-005." 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](mailto:valley.transit@appleton.org). Submitting a proposal to any email address other than [valley.transit@appleton.org](mailto: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](mailto: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 SCHEDULING & DISPATCH SOFTWARE, RFP VT23-005." 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
Interview/Demo (if needed)	February 19 - 23, 2023
Contract awarded	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](mailto: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](mailto: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 followed to evaluate the information submitted in each proposal.

1. Proposed Technical Solution/Capabilities & Compliance with Scope of Work
2. Experience, Qualifications and Past Performance of Proposer
3. Customer Service, Training & Technical Support
4. Cost (Total cost of ownership for 8 years - Total First Year Cost plus Support Agreement)
5. Vendor Interview & Demonstration\*

*\*After the first four criteria are evaluated, only vendor(s) with highest evaluations (competitive range) will be invited for interview & demonstration*

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.

## **Interview/Demonstration**

The proposal evaluation committee reserves the right to interview and request a demonstration of any software product or technology contained in the proposer's offer and to request the proposer to demonstrate the capabilities of its software, website and hardware. Vendors should reserve dates noted in the Proposed Schedule for such interviews. Vendors will have the option for onsite or web-based interview/demo. Valley Transit has a large LCD screen capable of video meetings for the interview.

## **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 Provider.
- 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 Provider will be advised of the pending protest if the protest is filed before award.

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

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

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

### **Mandatory Proposal Requirements**

The following format includes the mandatory forms and documentation for the preparation and submittal of proposals.

Proposals shall include the specified elements below to aid in evaluation:

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

## **Written Proposal Response**

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

- 1) Name of Organization. Include business address, telephone number, and email address
- 2) Legal status of Organization
  - a. Sole proprietor, For-profit corporation or joint venture corporation, For-profit partnership, Non-profit corporation, Public agency, or Other (Identify)
- 3) Name of Chief Executive Officer (or Administrator) of Organization
- 4) Name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation
  - a. Name, title, telephone number & email address
- 5) Provide project manager's name, experience and list other recent project installations/deployments overseen by project manager. Provide a discussion that identifies each staff member assigned to the contract. Include experience, qualifications, and responsibilities.
- 6) Provide five (5) public transit system references that most relate to the services requested in this RFP. Each reference must be utilizing the same software and hardware as proposed in the vendor's response/proposal to this RFP. For each reference, include contact info, years of experience and project description. Valley Transit may check references outside of the submitted list.
- 7) Briefly describe firm's history/experience implementing software projects for transit systems. Have any of your contracts been canceled, suspended or in current litigation due to inability to comply with the terms of the agreements? If yes, describe why each agreement was canceled, suspended or in current litigation.
- 8) Provide a narrative detailing the proposed system capabilities in meeting the required scope of work and key features listed in this RFP. Highlight any capabilities included in the base price that go beyond the required elements.
- 9) Address how the proposed product is expected to evolve over the next 3-5 years.
- 10) Describe system service parameter settings and how Valley Transit's different service program requirements (client eligibility, trip eligibility, fares, policies and service areas) can be accommodated by the proposed system.
- 11) Provide plan to protect and secure data. Include statement agreeing to the requirements listed under the "System & Data Security" and "Data Ownership & Protection" sections under the Scope of Work. Describe proposed data retention policy and how long historical data will be accessible/retrievable by Valley Transit in the "live" database.

- 12) List and detail canned reports available within the system. Include sample reports. Explain any system tools and wizards that allow users the ability to create additional ad-hoc reports and query data.
- 13) Describe how 24/7 access to cloud data is ensured. Where are the servers located and are redundant servers used?
- 14) How does vendor determine sufficient cellular data coverage to prevent data loss and ensure reliability across entire service area? Describe engineering or other process used in determination.
- 15) Explain the location update frequency proposed and why it is recommended.
- 16) Describe the proposed implementation plan detailing major milestones. Provide a proposed timeframe from notice-to-proceed through "go-live" milestones. Include a schedule of deliverables and payment requirements.
- 17) Explain testing procedures during installation. Explain any other procedures or methods that will ensure a successful deployment. Indicate if install is completed by vendor's employees and/or if subcontractors are used for any part of installation.
- 18) Describe the technical support provided for this product. Also include a description of the software/user support process with hours of operation. Attach a copy of the support agreement applicable beyond project year-one.
- 19) Valley Transit oversees additional contracted demand response services that are not included under this RFP. These services are provided by another contractor and are currently managed by this contractor's own software and dispatch. It may be beneficial to provide MDTs to this company and fold the service into the system with viewing privileges related to the program served and maintain the service data separately for tracking and functionality. Would your solution allow a second contractor to use the system with separate data?
- 20) Briefly describe any additional information or value-added capabilities that you believe may be relevant to the evaluation of your organization's proposal. Include any information regarding the other "Optional Services and Features" listed in this RFP.

**Cost Proposal Form**

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

Vendor Name: \_\_\_\_\_

Name & Title of Vendor’s Authorized Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Prices listed below must include all costs of the project, including any vendor discounts and all freight charges.

Please attach proposed payment schedule for first year costs to your cost proposal form. 10% of Total First Year Cost should be withheld pending Valley Transit’s final acceptance.

<p><b>TOTAL FIRST YEAR COST.</b> Include all software, implementation, training, support, hosting and any other related expenses necessary to fulfill specifications &amp; requirements of this RFP. Vendor must attach a detailed itemized cost of each component included.</p>	<p>\$ _____</p>
<p><b>SUPPORT AGREEMENT.</b> Indicate your proposed annual costs for the ongoing maintenance and support agreement in project years 2-8. Vendor must attach a detailed itemized cost of each component included.</p>	<p>\$ _____ / YEAR 2                  \$ _____ / YEAR 3                  \$ _____ / YEAR 4                  \$ _____ / YEAR 5                  \$ _____ / YEAR 6                  \$ _____ / YEAR 7                  \$ _____ / YEAR 8</p>
<p><b>OTHER COSTS.</b> List any other costs not included above that Valley Transit may incur over the 8 years of the proposed project. Describe these costs.</p>	<p>\$ _____</p>
<p><b>LIST RECOMMENDED SPARE PARTS.</b> Include cost for recommended spare parts for hardware. Attached detail with cost by separate line item.</p>	
<p><b>OPTIONAL SERVICES &amp; FEATURES.</b> List any costs to implement an “Optional Service &amp; Feature.” List each additional service/feature and cost on a separate line item.</p>	<p>\$ _____</p>

ARE YOU ABLE TO SATISFY ALL THE REQUIREMENTS LISTED IN EACH SECTION?		PROPOSAL REQUIREMENTS	WHAT ELEMENT OF THE REQUEST ARE YOU UNABLE TO SATISFY AND DO YOU HAVE A PROPOSED SOLUTION?
YES	NO		
		General Software Requirements	
		Data Interface/API	
		Mapping Function	
		GIS and Geocoding Function	
		Client Database	
		Dispatching	
		Trip Reservations	
		Scheduling	

		Reporting	
		Mobile Data Terminal (MDT)	
		MDT: GPS/AVL Status Updates to Dispatch Interface	
		MDT Communication Functionality	
		Data Management	
		Billing	
		Support	
		Data Security	
		Data Ownership & Protection	

*Note: Add additional information on an attached page if needed.*

**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](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)).

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 or damage.

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

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

### **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Clean Air**

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

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

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

**Clean Water**

33 U.S.C. 1251

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

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

**Patent and Rights Data**

Research projects in which FTA finances the purpose of the grant is to finance the development of a product or information. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual, or to micro-purchases (\$3,000 or less, except for construction contracts over \$2,000).

Contracts Involving Experimental, Developmental or Research Work.

A. Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term "subject data" does not include financial reports, cost analyses and similar information incidental to contract administration. (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added: (a) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. (b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. 1. Any subject data developed under that contract, whether or not a copyright has been obtained; and 2. Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA. (c) When FTA awards Federal assistance for experimental, developmental or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict

the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects. (d) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save and hold harmless the Federal Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent. (f) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c) and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work. (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA. (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental or research work financed in whole or in part with Federal assistance provided by FTA.

B. Patent Rights - The following requirements apply to each contract involving experimental, developmental or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified. (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401. (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental or research work 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.

### **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.

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

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

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

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

(3) Additional Notice to U.S. DOT Inspector General. Valley Transit must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which it is located, if Valley Transit has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Valley Transit and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant (Contractor) of Valley Transit. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint,

or probable cause that could support a criminal indictment, or any other credible information in the possession of Valley Transit. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of Valley Transit, including divisions tasked with law enforcement or investigatory functions.

## APPENDIX 2 – CITY OF APPLETON INSURANCE REQUIREMENTS

### Project: VALLEY TRANSIT ITS PROJECT

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

It is hereby agreed and understood that the insurance required by the City of Appleton is primary coverage and 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.

- **Professional Liability**
  - Limits
    - Each claim ..... \$1,000,000
    - Annual aggregate ..... \$1,000,000
  - Must continue coverage for 2 years after final acceptance for service/job
  
- **General Liability Coverage**
  - Commercial General Liability
    - Each occurrence limit ..... \$1,000,000
    - Personal liability and advertising injury ..... \$1,000,000
    - General aggregate ..... \$2,000,000
    - Products/completed operations aggregate ..... \$2,000,000
  - Claims made form of coverage is not acceptable.
  - Insurance must include:
    - Premises and Operations Liability
    - Contractual Liability
    - Personal Injury
    - Explosion, collapse and underground coverage
    - Products/Completed Operations must be carried for 2 years after acceptance of completed work
    - **The general aggregate must apply separately to this project/location**
  
- **Business Automobile Coverage**
  - Combined single limit for bodily injury and property damage
    - Each incident ..... \$1,000,000
  - Must cover liability for Symbol #1 – “Any Auto” – including owned, non-owned, and hired automobile liability
  
- **Workers Compensation and Employers Liability: IF** required by Wisconsin State Statute or any workers compensation statute of a different state.

- Must carry coverage for Statutory Workers Compensation and an Employers Liability limit of:
  - Each accident ..... \$100,000
  - Disease policy limit ..... \$500,000
  - Disease – each employee..... \$100,000
  
- **Umbrella Liability:** IF exposure exists, provide coverage at least as broad as the underlying commercial general liability, watercraft liability (if required), automobile liability and employers liability, with a minimum limit of
  - Each occurrence .....\$2,000,000
  - Aggregate.....\$2,000,000
  - Maximum self-insured retention.....\$10,000
  
- **Aircraft Liability:** IF the project work includes the use of, or operation of any aircraft, drone or helicopter, per occurrence for bodily injury and property damage including passenger liability and including liability for any slung cargo .....\$3,000,000
  
- **Cyber and Technology Liability Insurance**
  - Per occurrence (network security).....\$500,000
  
- **3<sup>rd</sup> Party Client Coverage (Theft) and Computer Fraud (Crime)**
  - Per occurrence .....\$100,000
  
- **Additional Provisions**
  - **Primary and Non-Contributory requirement: All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Appleton.**
  
  - **Acceptability of Insurers:** Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
  
  - **Additional Insured Requirements:** The following must be named as **additional insureds** on the General Liability and Business Automobile Liability Policies for liability arising out of project work: **City of Appleton, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products/Completed Operations equivalent to ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
  
  - Certificates of Insurance acceptable to the City of Appleton shall be submitted prior to commencement of the work to the applicable department. **In addition, form**

**CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.** These certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least 30 days' prior written notice has been given to the City of Appleton.

**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:**

- Property Insurance Coverage** to be provided by the Contractor
  - The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
  - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
  - Coverage will be on a **Replacement Cost basis**.
  - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
  - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
  - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
  - Coverage must include testing and start up.
  - Coverage must include boiler and machinery if the exposure exists.
  - Coverage must include engineers' and architects' fees.
  - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
  - The policy must cover/allow partial utilization by owner.
  - Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
  - Contractor is responsible for all deductibles and coinsurance penalties.
  
- Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
  - Definition of "Covered Operations" in the policy must include the type of work being done for the City of Appleton
  - Limits of Liability:
    - \$500,000 each loss for bodily injury, property damage, environmental damage
    - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)

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

### **APPENDIX 3 – GENERAL REQUIREMENTS**

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

- All Vendors must conform to the final approved specifications as are included in the proposal documents.
- Contractors must have a quality assurance program in place and shall be prepared to provide documentation of such if so requested by Valley Transit.
- Valley Transit is exempt from the payment of Federal, State, and local taxes. Taxes must not be included in proposal prices. Valley Transit will furnish necessary exemption certificates upon request.
- The price quoted in any proposal shall include all terms of items of labor, material, tools, equipment, and other costs necessary to fully complete the contract.
- Contractor agrees not to subcontract for any of the services it is obligated to perform under this proposal without the advance written consent of Valley Transit.
- Valley Transit shall not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the same.
- The Contractor shall be responsible for all OSHA safety requirements. Failure of the Provider 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 Provider.
- 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 Provider 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 (WDOT) 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.
- Provider 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 provider any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
- Valley Transit may terminate the resulting contract at any time by a thirty (30) day's prior to "notice in writing" from the Valley Transit General Manager to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.