

## **VALLEY TRANSIT**

### **REQUEST FOR PROPOSALS (RFP) FOR COMPUTER AIDED DISPATCH and AUTOMATED VEHICLE LOCATION (CAD/AVL) SYSTEM**

RFP VT22-002

**November 9, 2022**



801 S. Whitman Ave  
Appleton, Wisconsin 54914

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## **LEGAL NOTICE**

### **POST-CRESCENT, OSHKOSH NORTHWESTERN and GREEN BAY PRESS GAZETTE**

**RUN DATE: 11/13/2022**

#### **VALLEY TRANSIT**

#### **REQUEST FOR PROPOSALS – COMPUTER AIDED DISPATCH and AUTOMATED VEHICLE LOCATION (CAD/AVL) SYSTEM, RFP VT22-002**

Valley Transit is seeking competitive proposals from interested, qualified and experienced vendors to provide a replacement Computer Aided Dispatch/Automatic Vehicle Location system for its fixed route bus service.

**Proposals shall be received until 10:00 A.M. on Thursday, December 15, 2022** in the office of Valley Transit, 801 S. Whitman Ave., Appleton, Wisconsin 54914. Proposals received after 10:00 A.M. will not be accepted.

All project and submittal details can be found in the RFP. The RFP can be downloaded from Valley Transit's website: <https://myvalleytransit.com/business/>

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## **PART A – BACKGROUND & GENERAL INFORMATION**

### **Project Summary**

Valley Transit is seeking a replacement CAD/AVL system and multi-year service agreement for its fixed route bus system. The core system will include vehicle tracking in conjunction with mapping, route management, interface with onboard equipment, data connections with other software systems, graphical user interface for staff and other features to benefit our customers. The specific scope of work for this project is described further in this document.

### **Background**

Valley Transit provides fixed-route public transit services throughout the Fox Cities region. This area 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 operates 18 regularly scheduled fixed-routes Monday through Saturday and 3 routes serving the Appleton Area School District during the school year. Valley Transit also manages a summer downtown trolley route, which is provided by contract. Valley Transit's services also include multiple demand-response programs. These services are operated through contracts with private providers and are not included in the scope of this project.

Valley Transit's fixed-route fleet currently consists of twenty-eight 35- and 40-foot heavy-duty diesel buses; and one 26-foot cutaway vehicle. See Appendix 3 for more details. Valley Transit's peak vehicle requirement is 21 buses. Valley Transit has approximately 950 formal bus stop locations throughout the Fox Cities.

Further route and schedule info can be found at: [myvalleytransit.com](http://myvalleytransit.com). Valley Transit's current GTFS files are available for download from the "Data Download" section (near the bottom of the page) of the City of Appleton's GIS Website: <http://gis.appleton.org/>

Valley Transit is owned and operated by the City of Appleton, WI. The City of Appleton/Valley Transit is hereinafter referred to as "Valley Transit."

### **Disadvantaged Business Enterprise**

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

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

**Contract & General Terms**

Valley Transit will enter into a fixed price contract with the selected vendor. The resulting contract will also include this RFP document and the contractor's proposal response as component parts. The service agreement term will be for three (3) years with options to extend for two 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**

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

**Insurance & General Requirements**

The Contractor shall not commence work until it has obtained all insurance required and Certificate of Insurance has been provided and is acceptable to Valley Transit. See Appendix 2 for applicable requirements.

**Public Records**

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a "trade secret"—defined in State of Wisconsin Statutes—may be held confidential.

Proposers shall seal separately or provide separate files for electronic submittal and clearly identify all information they deem to be "trade secrets," as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

## S. 19.36(5)

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

## s. 134.90(1)(c)

(c) "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a proposal in its entirety, price proposal information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of Proposals from public view—until such times as competitive or bargaining reasons no longer require non-disclosure, in the City's opinion. At that time, all Proposals will be available for review in accordance with such laws.

### **Current CAD/AVL System**

Valley Transit's current CAD/AVL system was installed in the fall of 2018 by DoubleMap. The current system hardware includes a GETAC tablet with integrations to onboard equipment. The cell data plan is supplied by DoubleMap (Verizon) and included with the CAD/AVL system contract. The integrations onboard each vehicle include interface with Dilax PCU-210 & APC infrared sensors above vehicle doors; REI announcement system, Genfare Odyssey farebox, Luminator exterior destination signs and Adaptive interior sign. The system includes web-based client software for service oversight, set-up/configuration and reporting; a white label rider app; and public bus tracking website.

### **Vehicle & Onboard Equipment Inventory**

Valley Transit's revenue vehicle inventory and onboard equipment is listed in Appendix 3. All vehicles in Appendix 3 are included in this project.

Please note that Valley Transit's fixed-route bus service includes a contracted trolley vehicle (rubber tire) service that operated in the summer season along an existing bus route. The contractor's trolley vehicle was not equipped with standard onboard equipment as listed for Valley Transit's bus fleet under Appendix 3. Under the current CAD/AVL system, the trolley vehicle was loaned a tablet, portable mount and power adapter, which provided vehicle location data and manual digital passenger counting by the driver while this service operated during the 2022 summer season. Moving forward, Valley Transit is bringing this service in-house for the 2023

summer season. During the transition, two low-floor trolley vehicles would likely be leased in 2023 by Valley Transit. These are the “TBD” trolley vehicles listed in Appendix 3. The plan is to purchase two trolley vehicles for service in 2024. This transition period would require a temporary vehicle location and passenger counting solution while Valley Transit utilizes leased vehicles. Once new trolleys are purchased and owned by Valley Transit, the new vehicles would be equipped similar to the existing bus fleet to maintain standardization.

### **Project Goal**

Valley Transit staff serve multi-roles within the organization. For example, our communications tech positions answer customer inquiries, sell fares, route phone calls, answer vehicle radio calls, provide travel instruction and perform other dispatch-related duties. Our operations supervisors perform a similar range of duties covering all aspects of operations, including road supervision, safety, training and scheduling. Valley Transit does not have a full-time IT person or mobile tech staff. Therefore, we require a CAD/AVL system that performs optimally for our situation as a small urban transit system.

## **PART B – SCOPE OF WORK**

### **Basic Requirement**

The proposer's CAD/AVL system solution must provide Valley Transit with a turn-key product that will, at a minimum, provide the required features and functions described in this RFP. The awarded proposer shall supply a complete package related to the solution, including all hardware, software, in-vehicle mounting system components, electrical components, and shipping & delivery costs, as necessary. Valley Transit requires a proven solution. Vendors must have successfully installed/implemented proposed full CAD/AVL system and systems integrations (discussed below), at a minimum of five (5) public transit systems in the United States.

A compliance matrix form is provided later in this RFP document. The matrix will list the main requirements from the Scope of Work below and allow each proposer to provide a compliance status. 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.

Valley Transit recognizes the rapidly changing pace of innovation in mobile communications and technology. If a proposer has a question concerning the requirements in this RFP or would like to propose an alternative, the relevant information should be noted in writing through the 'written question' step of this procurement. The written question should contain a brief explanation and include a proposed alternative, when applicable, that would serve the needs of Valley Transit. Valley Transit will consider each request and share written responses with all known proposers via Addendum.

### **General Software Requirements**

At the time of implementation, vendor's software must be the current version and compatible with the vendor's hardware. The software solution shall require 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.

The system will be hosted by the supplier (or an agent of the supplier), accessible by way of the Internet (i.e., "cloud" or SaaS), and will run in a standard web browser currently under support by its manufacturer (e.g., Google Chrome, Microsoft Edge, Apple Safari).

System should be able to run on a standard PC with an operating system currently supported by its manufacturer, without the need to install any software or plug-ins.

## System Management Software

Valley Transit requires software solution with web-portal access provided anytime of the day (24 hours a day, 7 days a week, 365 days a year). The CAD/AVL software shall provide the following minimum capabilities for Valley Transit management and dispatching staff.

- Graphic User Interface (GUI) map display will be viewable at a personal computer and other devices (smartphone, tablet, etc.). Map shall clearly display vehicle icon and location. Map shall include the entire Valley Transit service area. Google Maps is preferred. Map shall have the ability to display additional communities if service expands. Further layered information shall include bus route, streets, highways, points of interest, timepoints and bus stops. Information for each vehicle icon shall include route/trip assignment, operator ID, vehicle ID, speed, vehicle passenger load, directional status and schedule adherence status.
- Utilize high accuracy GPS to provide automatic vehicle location (AVL) in conjunction with mapping.
- Administrative and Dispatcher interface shall be simple, intuitive, and easy to use. Interface shall enable dispatch to easily determine the real-time location and heading of any vehicle in service.
- System will include two map versions. An internal map visible only to authorized Valley Transit employees and a public map, which would display similar data to a rider app. System will have the ability to limit display information according to permissions or map version. For example, the public map application would not display operator name or 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 and mapping will include all fixed-routes, including seasonal routes and event-based routes.
- AVL data will begin when the ignition is turned on and continue reporting until the ignition is turned off. Location of vehicles with no assigned route/out of service will also be tracked and visible in admin site mapping (not shown to the public).
- System must have the ability to integrate and display the current bus stop codes used in GTFS.
- Vehicle location update frequency shall be less than every 10 seconds. Valley Transit prefers updates every 4 seconds or less to provide riders with the best possible vehicle location accuracy.
- Dispatcher's GUI real-time display will provide quick access (e.g., click on desired stop on map) to bus arrival times at each bus stop based on a combination of factors, including stop schedule, bus location, speed and traffic impacts.
- 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 route and vehicle when more than one travels on the same street segment.
- Geo-spatial management tool will provide administrators a visual creator with the ability

to add, delete or revise service data (route, stops, schedule, etc.) without contacting vendor. Edits shall be done with basic point and click mapping for tracing route lines or adding bus stops.

- After saving edits in software tool, changes shall display immediately interfaces (internal map & public map). Route line and vehicle icon colors shall match GTFS data and be easily changed to other custom colors by Valley Transit within the management tool.
- Ability to schedule service edits for a later implementation date.
- Administrative ability to add or delete staff. Added and saved driver accounts will have instant login into MDT/system.
- Provide at least three (3) account privileges (dispatcher, viewer, administrator, etc.)
- Access to certain management functions via smartphone is preferred.
- Ability to send user pre-defined canned and brief custom messages to onboard operator display (MDT, tablet, etc.) by selecting operator(s) or all vehicles. System will provide notification of success or failure of the message delivery. Message read status is preferred.
- Ability to receive canned messages from each driver through the MDT. The admin/dispatcher view shall clearly alert GUI viewer when a new message is received from the MDT. Operators shall be restricted from accessing or sending messages while the vehicle is moving.
- Approximately ten (10) staff would require access to the admin software client. 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.

### **Data Connection & Interface**

The awarded vendor is expected to partner with Valley Transit and other authorized vendor products to interface and share data produced by the CAD/AVL system, 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 data management system provided by TransTrack. This product imports data from many data silos within our transit system, including AVL and APC 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 data components needed include the bus stop inventory, stop sequence, daily schedule adherence, and daily APC data. The expectation is that the awarded vendor will have a proven data connection developed prior to contract award.

Valley Transit also utilizes planning and scheduling software provided by Optibus. This product contains all of Valley Transit's fixed-route bus service and schedule data. Optibus, via Trillium's GTFS Manager, also maintains Valley Transit's GTFS files. It is Valley Transit's intention to continue to manage GTFS files and service data (routes, schedule, trips, bus stops, timepoints, etc.) within the Optibus and Trillium products. As such, Valley Transit desires an CAD/AVL solution that can

maximize this existing relationship and simply import any applicable service data required by the CAD/AVL system via Optibus's API. The goal is to maintain and edit most of this data only within one product to reduce redundancy, complexity and potential for errors.

### **Onboard Integrations**

Valley Transit requires a system that will maintain and improve upon current integrations with onboard equipment. This includes the following current capabilities:

- Enable single sign on: route/run, fareset and driver ID number data to Genfare farebox; and route sign codes to Luminator destination sign system.
- Provide bus stop codes to Genfare's farebox system when fare types are registered.
- Provide audible stop announcement data to the annunciation system's speakers (interior & exterior) for designated stops. Stop and route announcements currently made in English only. If other languages are available, please indicate in written proposal.
- Provide scrolling text data (route name & number, stop name for designated stop and date & time) to the interior LED sign.
- Interface with Dilax APC system. Assign transit system data to boarding, alighting and ramp deployment data captured by the Dilax system.

The full costs associated with integrations, including those charged by the equipment vendor, shall be included, and itemized in the cost proposal.

Valley Transit intends to procure a new fare payment system in 2023. Valley Transit prefers a CAD/AVL system vendor that has existing experience with various fare payment system solutions and is able/willing to integrate when needed.

### **Public Website Maps & Bus Tracking App**

The CAD/AVL system will include a public interface that provides customers with bus location information map based on real time location data. Website map or app will show steady vehicle movement on map without reloading. Motion of vehicle(s) tracked on website or app shall appear smooth and fluid. The public interface includes website, smartphone and display monitor.

The public website map shall provide:

- Users with the ability to view routes or areas of interest on map and current bus location.
- Real-time route/bus arrival estimates by bus stop. Preferred ability to access schedule data for future trip options.
- Ability to differentiate estimated arrival times for inbound and outbound stops along a specific route
- Preferred ability to apply Valley Transit's logo/brand on public website
- Allow promotion of feature on Valley Transit's website
- Continuous updates to the website without the user being required to refresh
- Vendor shall also provide a website for passive, non-interactive versions of the bus tracking map website on multiple flat screen monitors. The location updates for this map shall be like the public website. The feature will allow versions of the passive map based on customizable view parameters to show the entire route network or focus on a route segment or bus stop depending on use case. Valley Transit currently displays a tracking



map version on 2 monitors at its downtown transit center, 1 in our driver breakroom and 1 located in a local non-profit waiting area. Each of these monitors display different versions of the system tracking map (entire service area, downtown focus, northern route focus, facility focus, etc.) depending on audience. Once configured, the passive map would require no user interaction and automatically refresh. The display shall include the ability to identify bus stop locations, specific routes by color and buses assigned to routes with matching color & route number.

- In addition to the passive maps, Valley Transit requires the ability to also display a webpage with next bus arrival time data for all applicable routes by selecting a bus stop, like our downtown transit center. The next stop data shall update at least every 30 seconds.

Valley Transit is strongly considering use of a 3<sup>rd</sup> party rider app for trip planning, bus arrival times and bus tracking. If the proposer's solution includes a rider app, Valley Transit will consider this alternative and desires the following capabilities:

- Users can select specific or nearby routes and view the current bus location. Geolocation feature allowing riders to identify their device's location on map (for phones with capability) and be provided with nearby transit routes.
- Users can view route schedule options.
- Users can select a bus stop and view real-time bus stop arrival time estimate based on AVL data.
- Ability to integrate with future fare payment apps allowing users to toggle seamlessly between tracking, trip planning and fare payment services in one app
- Ability to display options for mobility as a service options, like Transportation Network Companies (Uber, Lyft, etc.) in the service area
- Free to download native iPhone and Android application. Monthly download reports from app stores.
- Ability to display travel information/detours and push notifications to riders
- Ability for riders to subscribe to a bus arrival service. Ability to select stops, set a schedule and receive notifications when next bus is arriving at a specified bus stop within the time period selected. Alerts then notify the user in advance (10-15 minutes) of bus arrival.
- Translation of content to other languages
- App accessibility features to accommodate riders with disabilities
- User display shall offer detailed maps, preferably using customer-friendly maps, like Google Maps.

### **Static GTFS and GTFS Realtime (RT) Data**

Valley Transit maintains comprehensive static General Transit Feed Specification (GTFS) data with Trillium's GTFS Manager. This data shall be used as a base for on-time performance tracking and reporting.

The successful proposer is expected to coordinate with the existing GTFS static feed to create a process for implementing any service changes. For example, when service changes occur, the preference is that relevant service changes are made in Trillium's GTFS Manager and revised static

GTFS files are imported into the CAD/AVL system. The CAD/AVL system would then build the applicable changes within its platform and eliminate or minimize redundant edits.

The successful proposer's CAD/AVL data and the static GTFS data will be used to produce a GTFS Realtime feed.

The GTFS RT feed will be available to third party applications. Data shall be updated frequently to provide the best possible information to app users and customers.

### **General Hardware Requirements**

Valley Transit requires tracking hardware for twenty-nine (29) revenue vehicles in fixed-route service. As stated, two additional leased vehicles will likely be added to the fleet prior to the summer of 2023.

All hardware must be the current technology available and compatible with the vendor's software. Vendor shall supply a power conditioner in each vehicle to ensure proper voltage to the onboard unit. Vendor shall provide an inline surge protection (e.g., fuse) to units that prevents possible power short conditions and device failure. Hardware shall be capable of dynamic interface additions/changes over time. Updates to hardware shall be over the air via Wi-Fi, not utilizing our limited mobile data.

If a hardware malfunction occurs and required replacement during the initial contact, the replacement equipment must be new with the latest technology at the time of replacement and/or installation. The in-vehicle system must utilize battery backup for all necessary components to properly shutdown when bus is powered down or when battery switch is turned off.

Valley Transit prefers off-the-shelf and commercially available hardware components. Proprietary hardware may function well when uniquely designed for a CAD/AVL system, but it severely limits competition for maintenance, parts and eventual replacement.

### **Mobile Data Terminal**

Any proposed mobile data terminal (MDT), mobile data computer or tablet shall have a scratch free display with damage resistant, anti-glare glass to allow easy readability. Display will also provide ability to adjust volume and backlighting to suit individual operator preference. Valley Transit prefers rugged devices that are drop resistant, vibration resistant and designed to operate in a transit vehicle environment.

The MDT unit shall have the following functionalities.

- Automatic display of driver login screen when vehicle is powered up
- Driver login using employee identification number
- Driver screen shall always display, at a minimum: current time (AM/PM designation); current route; communication network status; and new message indicator.
- Drivers will be capable of sending a canned message to dispatch and supervisory staff

monitoring system. MDT shall also receive messages from dispatch and provide a “new message” indicator to the driver.

- Driver should only be able to retrieve/view messages when vehicle is not in motion.
- Display will provide the driver real-time schedule adherence status feedback (ahead, on-time or late) according to route timepoints and scheduling established within the admin software.
- When bus is shutdown, Valley Transit prefers MDT auto-showdown feature prior to complete device battery drain.
- System will allow the driver to manually select routes from the MDT during service. The system will also have a feature to automatically select the route based on the vehicle’s schedule and location. When the driver logs into the MDT at the beginning of a work piece, the system will automatically maintain the correct trip and route for the remainder of the driver’s schedule. This “auto route” feature shall recognize work schedules that contain interlined routes. It will also accommodate for unscheduled deviations from normal routing and quickly correct. For example, if a bus must deviate off route due to an unexpected detour, the system must be able to accommodate this situation and maintain accurate route information quickly after returning to regular routing. Manual override of route by the driver or dispatcher must be allowed ensure the proper route is chosen in case of system failure or loss of cell.

Valley Transit currently utilizes approximately thirty-four GETAC ZX70 tablets as the MDT for the current CAD/AVL system. Most of these devices have been used in service since 2018. If these devices can be utilized with the proposer’s solution, the proposer should include this aspect in their written response, along with a recommended replacement schedule or plan to supplement the current inventory with new GETAC’s.

### **Onboard Router, GPS Antenna & Wi-Fi**

Valley Transit has plans to equip each revenue service vehicle with a Cradlepoint router, ~5GB data plan and GPS antenna. See attached inventory table for more info. The awarded vendor’s onboard system will integrate with this equipment for mobile data and GPS. The awarded vendor’s solution would need to supply a network switch, if additional ports are required. The awarded vendor may be provided access to Cradlepoint’s netcloud software for agreed upon tasks, like configuration and monitoring.

The router and data plan will not be dedicated to the CAD/AVL system and is intended supply cell data service to future products, like onboard fare validator equipment.

Valley Transit’s single vehicle storage facility (801 S Whitman Ave) has a Wi-Fi network available to the proposer’s product. Any task that does not require mobile data from the onboard router should be scheduled to occur while on Wi-Fi. All vehicles start and end service each day from this facility.

### **Covert Alarm**

Valley Transit requires the CAD/AVL system to provide a covert alarm feature that allows drivers to discretely contact dispatch when an emergency exists or when radio communication is not an option. When triggered by the driver, the triggering action and subsequent alarm would be

covert onboard, meaning it would not alert passengers. However, the alarm would visibly and audibly alert dispatchers and admin personnel viewing the software. Valley Transit would prefer the option to send a text notification with pertinent information to designated cell phones when the covert alarm is triggered as well. When triggered, the covert alarm would also integrate with each vehicle's destination signs and display an appropriate message on exterior signs. To trigger the alarm, Valley Transit would consider using an existing button currently onboard all New Flyer buses or a covert button/function built into the proposer's hardware solution.

### **Automated Voice Announcements (AVA)**

Valley Transit requires the CAD/AVL system to provide Automated Voice Announcements (AVA) of bus stops, major intersections or other destined locations over an existing interior speaker system. The announcement capability shall be designed to allow Valley Transit to comply with applicable ADA (Americans with Disabilities Act) requirements and guidance. The AVA system shall include the following:

- Announcements must be able to be made at a predetermined distance from a bus stop.
- GPS vehicle location data and geo fences/trigger zones are used to determine announcement timing. The trigger zone shall use default values or allow Valley Transit to over-write by route and/or individual location.
- If an unexpected route detour occurs, the system shall quickly detect reacquisition of the route, at any point along the route, and automatically continue scheduled announcements.
- System will allow Valley Transit to set up announcements along detour segments added to the service.
- A configuration utility that allows Valley Transit the ability to fine tune announcements. This includes creation and selection of designated bus stops to be announced and when route names are announced; selection of stops designated for announcements by turning 'off' or 'on'; creation of custom trigger zones or geo fences to identify bus stop locations and other trigger locations; and configure pivot points that trigger a change to the destination sign.
- The CAD/AVL system's admin software shall provide an announcement creation tool for designated bus stop locations. The tool shall provide a text to speech function to preview and test announcements made onboard the vehicle. The tool will have the ability to adjust the text spelling to ensure proper local pronunciation.
- Ability to upload and play a recorded audio announcement is preferred.
- Audio announcements shall be played in English. The option to add additional languages (e.g., Spanish) is preferred.
- In addition to the service orientation announcements, the announcement system shall be capable other location-specific announcements created by Valley Transit. For example, Valley Transit buses announced CDC face mask requirements at major transfer locations during the recent COVID pandemic.
- Vehicle operator use of the PA system shall override any automated announcements.

### **Automatic Passenger Counters (APC)**

Valley Transit's entire fleet is equipped with Dilax APC infrared sensors at all vehicle entry/exit doors. See Appendix 3. The sensors are connected to the APC PCU, which is also connected to

each vehicle's ramp to track deployment locations. Valley Transit requires the continued collection of boarding, alighting and ramp deployment data via an integrated APC system. The CAD/AVL system is expected utilize data from the APC system and accurately assign service data to each board, alight and ramp deployment event (route name & number, trip, bus stop name & code, GPS coordinates, date, time, count, etc.). The current Dilax data also includes a type field, which identifies a door 1, door 2 or ramp deployment count. Valley Transit also requires data for any flag down stops, where the board or alight occurs at locations other than formal bus stops. For flag down stop records, the bus stop name & code would be null. All data will be shared via API or SQL connection with Valley Transit's data management system, TransTrack, for further analysis.

If the vendor cannot integrate with the currently installed Dilax APC system and would like to propose an alternative APC system, please include information about the replacement system proposed in the Written Proposal Response, along with pricing within the Cost Proposal Form.

Valley Transit currently uses boarding, alighting and ramp deployment data for planning decisions and performance measurement. Ridership data is currently based on farebox data for NTD and other ridership reporting. Regardless, Valley Transit requires quality and accurate data.

### **Digital Passenger Counting (DPC)**

As described under the Vehicle & Onboard Equipment Inventory section, Valley Transit will likely need a digital or electronic passenger counting feature for drivers to count passenger types as they board the leased trolley vehicles. This feature would only be needed over the course of contract years one and two during a transition period with leased trolley vehicles until Valley Transit procures its own trolley vehicles. If there is added expense for the DPC service/module, Valley Transit prefers pricing that would allow use and discontinuation when needed.

The leased vehicles that utilize DPC would not have the majority of onboard equipment integrations. However, Valley Transit would still require a solution to ensure these vehicles' data is included within the remaining CAD/AVL system, including vehicle tracking.

### **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 the 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.

If applicable, GPS data, and specifically route identifiers and location coordinates, are not considered potentially sensitive data. Both parties understand that this GPS data will be an element of this system and that temporary access to this GPS data may, in fact, may be disclosed to the public through the public's use of an associated application or website to enhance the public's use of Valley Transit.

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

### **Reporting & System Oversight**

The CAD/AVL System shall provide reports and other tools to monitor the performance of service, oversee operations and monitor system components. Minimal required reportable data and features includes:

- Historical playback of vehicle locations (entire system, by employee, by bus or by route) with date, time, bus #, route, driver ID and speed data for incident investigation. Data shall also include vehicle breadcrumbs based on a selectable duration, like the previous 5, 15, 30 or 60 minutes. Event data shall be exportable for incident documentation. For example, a report showing map with overlaid data (date, time, bus #, route, driver ID and speed) of the selected/filtered event.
- Route Performance (run times, headway, average vehicle speed, etc.)
- Schedule Adherence (by stop, route & driver)
- Service Hours and Miles (deadhead, revenue and total)
- Vehicle AVA data with summarized audit records of when and where announcements are made by route to help oversee the system and ensure proper operation of the AVA system.
- Vehicle Speed and Movement

- Hardware, integrations, and system performance/status
- APC data, including flag down stop data. Flag down stop data would include coordinates for any boarding or alighting occurring outside of a formal bus stop geo fence. Raw APC data is also preferred.
- Event alert tool that notifies supervisors when specified conditions are met. For example, speed alerts or off route alerts at specified locations or times.

Reports shall allow for time-based comparison and historical data. Reports shall include filters by driver, vehicle, route, stop and run (when applicable). Reports shall be exportable instantly to .csv and .xlsx formats. Reports should also be available in PDF format.

The system shall provide the option to automatically email reports according to a selected reoccurrence pattern (daily, weekly, monthly) to a list of supplied email addresses.

Valley Transit maintains and analyzes most data, especially data pertinent to National Transit Database reporting, APC and KPI, within a data management system provided by TransTrack. As stated earlier in this RFP, Valley Transit requires CAD/AVL System vendors to provide API or SQL data connection and freely share available data with other systems.

### **Warranty**

All hardware and equipment 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.

## **PART C – PROJECT IMPLEMENTATION**

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

### **Project Management**

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.

Valley Transit requires the vendor to provide and share access to project management software (e.g., Trello) with a dashboard focused on this project. Ongoing project status meetings would use the software's workspace to document and address phase planning & implementation status, feature requests, bug reports & issue resolution, open questions and deliverables.

### **Kick-Off Meeting**

A kick-off meeting will be held on-site in Appleton or virtually to introduce the project manager and project team. The kick-off meeting will cover lines of communication, project schedule and project work plan. This meeting will also serve to enable Valley Transit to gain a complete understanding of the selected system requirements. The requirements will be summarized and provided as a draft report to Valley Transit.

### **Vehicle Hardware Installation**

Hardware and associated integrations will be physically installed in all designated Valley Transit vehicles in our vehicle storage facility (801 S Whitman, Appleton, WI). All installs must be completed to withstand the shock and vibrations generated by transit vehicles in service. Each bus installation shall be done uniformly. As each vehicle's installation is complete, a designated Valley Transit representative will inspect areas like cabling, sealed connections and equipment mounts to ensure proper install. Valley Transit will coordinate with the selected vendor's project manager to test and confirm operability, integrations and data related to the onboard equipment.

The selected vendor will provide a schematic of install, guidance and training to enable Valley Transit mechanics to perform installs when future vehicles are added to the fleet.

### **System Testing**

System testing must be performed so that every Valley Transit revenue service vehicle has a fully functioning CAD/AVL 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 of all products.

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 CAD/AVL system's performance and conformance
- Investigation into any apparent troubles, flaws, or abnormalities with respect to the CAD/AVL system

When full install 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.

## **Training**

Before go-live deployment of the CAD/AVL system, the selected vendor will provide an intensive training program to Valley Transit employees (dispatchers, supervisors, maintenance technicians and administrators). The training will cover operation of the entire system supplied in conjunction with this solicitation, including any optional items purchased. Using Valley Transit data, this training will prepare Valley Transit attendees for operation, administration, maintenance and implementation of the system. Training can be provided onsite at Valley Transit's office or via video conferencing at agreed upon times that are convenient to Valley Transit staff.

MDT train-the-trainer guidance will be provided to supervisors, so supervisors can train drivers. Provide basic how-to instructions for MDT operation.

Valley Transit prefers a vendor that can provide access to recorded video training of modules for use by new staff and drivers after the initial training is completed.

Vendor will supply a complete copy of all system training documentation in PDF format with unlimited distribution within Valley Transit. Vendor will provide hard copy module or user role specific training manuals for all personnel during system training. Vendor training shall include complete information for Valley Transit maintenance personnel. This includes preventative maintenance, troubleshooting and installation manuals.

Initial training cost must be included in the base system cost. Ongoing training shall also be provided to Valley Transit staff, as needed, for any new product features and updates released by vendor after product implementation at no extra cost.

**Support & Maintenance**

Ongoing product support shall be included in annual product fee. 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 when needed in case of emergencies.

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 CAD/AVL system is essential to maintaining transit 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.

**Project Implementation & Acceptance**

Valley Transit prefers a vendor who can deliver and install a fully functioning, tested and operational system by July 31, 2023.

Upon successful completion of all systems testing, Valley Transit and the Contractor shall confirm acceptance of the CAD/AVL 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.

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

Valley Transit is open to considering any product capability not listed in the scope described in this RFP. Below are a few specific options that are not included in the required elements. If these items are offered by your system and not included in the base cost, they should be priced out as separately in the Cost Proposal Form and fully described in the Written Proposal Response for consideration.

Valley Transit may choose to not implement these optional items, but the availability of future system enhancements may be an important benefit to consider. Valley Transit reserves the right to select or decline any of the optional items or modules included in the proposal.

### Extended Hardware Warranty

- Provide pricing for extended warranty beyond the required one-year minimum.

### Customer Interfaces

- In addition to sending travel information, service alerts and/or detour information through GTFS RT, Valley Transit would be interested in exploring the same messaging being pushed to Transit's website.
- Describe other interfaces available that distribute information to customers.

## **PART E – 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 Thursday, December 15, 2022.**

### **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 CAD/AVL SYSTEM, RFP VT22-002." 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 CAD/AVL SYSTEM, RFP VT22-002." 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 the 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.

### **Required Proposal Elements**

Proposal Packages shall include the specified elements below:

1. Proposal
  - a. Transmittal/Cover Letter that includes the statements below and signed by an authorized officer of the responding organization.
    - i. The information contained in this submission is accurate and complete as of the date of submission.
    - ii. The responding organization understands and is willing to comply with all contractual requirements.
  - b. Written Proposal Response
  - c. Compliance Matrix
  - d. Acknowledgement of Amendments/Addendums (if any)
  - e. Certifications:
    - i. Lobbying Certification
2. Cost Proposal Form

### **Proposed Schedule**

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

RFP Issued	November 9, 2022
Last day for submitting written questions	November 18, 2022
Email addenda to proposers, which includes answers to all questions submitted, supplements and/or revisions to RFP	November 23, 2022
Proposal submittal deadline (10:00 AM)	December 15, 2022
Demo and Interviews	January 11, 2022
Estimated contract award date	February 2, 2022
Contract start date	February 15, 2022

## Written Questions & Addenda

All written questions to this RFP must be emailed to Debra Ebben at [debra.ebben@appleton.org](mailto:debra.ebben@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 Debra Ebben at [debra.ebben@appleton.org](mailto:debra.ebben@appleton.org) before November 18, 2022.

## Proposal Selection

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation 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 will likely include a demo and 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, 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 firms with 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.

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## Evaluation Criteria

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

1. System Capabilities & Compliance with Scope of Work
2. Experience, Qualifications & Past Performance of Proposer
3. Implementation, Training, Support & Value-Added Capabilities
4. Cost

After written proposals are evaluated, only vendor(s) with highest evaluations (competitive range) will be invited for interview & demonstration.

## 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 recommended award notification correspondence sent by Valley Transit to the vendor.

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

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

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

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

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

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

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

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

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



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

FTA Funded Procurements. When the protest involves an FTA funded procurement, the contract administrator will disclose information regarding the protest to FTA and will keep the FTA informed about the status of the protest. The FTA's role is limited to considering matters that are primarily a Federal concern.

**Written Proposal Response**

Proposers shall respond to the following within their proposal. Each proposal shall limit their written response to these elements and maintain the same order as listed below. Keep responses focused and concise.

1. Provide name of organization/company. Include CEO (or administrator), business address, telephone number and email address.
2. Provide name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation.
3. Provide anticipated project manager's name, experience and list of recent project deployments overseen by project manager. Briefly identify other staff member that would be assigned to the project. Include role, experience, responsibilities, etc.
4. Briefly describe your firm's history/experience implementing CAD/AVL projects for transit systems. How many clients in the United States currently utilize the proposed product? 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.
5. Provide five (5) public transit system client references located in the United States that most relate to the services requested in this RFP. For each reference, include contact info (name, phone and email) and years of experience. Valley Transit may check references outside of the submitted list.
6. Provide a narrative describing the CAD/AVL system capabilities in meeting the required scope of work listed in this RFP. Identify any capabilities included in the base price that go beyond the required elements.
7. For each onboard integration listed in this RFP (Dilax APC systems, Luminator destination signs, Adaptive interior signs, Genfare Odyssey Farebox and REI amp), provide a list or table of existing client(s) where the integration is successfully completed. Please note any issues or known challenges concerning integrations described in this RFP.
8. At other transit system clients, what third-party products utilize your system's API? Please share any issues related to the data connections (API or SQL) required in the scope of services.
9. Given the scope of services provided in this RFP, how much monthly cell data per vehicle is required for normal operation of the CAD/AVL system? Assume the vehicle operates a full day of service (16 revenue hours). Please list any factors or parameters that impact each vehicle's cell data usage.
10. Describe proposed data retention policy and how long historical data will be accessible/retrievable by Valley Transit in the "live" database.
11. Describe how 24/7 access to data is ensured. Where are servers located and are redundant servers used? Please include an estimated turnaround time for data restoration in the event of a data loss.

12. Provide a list of canned reports available and included the system. Include four sample reports that are most frequently used by other transit system clients.
13. Explain process to ensure proper, durable installation of hardware and integrations in vehicles. Identify key staff and their roles in the installation process. Indicate if subcontractors are used for any part of installation. If subcontractors are used, provide your firm's years of experience with the proposed installation company.
14. As noted in the proposal, Valley Transit's fleet will likely include 2 leased trolley vehicles. What solutions are available to include these vehicles in the system for AVL and DPC?
15. Briefly explain your firm's process to ensure a successful deployment. How would your firm limit downtime when transitioning from the current DoubleMap system to deployment of your firm's system.
16. Describe the technical support provided for this product. Include a description of the software/user support process with hours of operation.
17. Briefly 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.
18. 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.

## Compliance Matrix Form

The proposer must acknowledge compliance status for each of the requirements listed in the table below in the Comply column. This matrix only includes requirements stated in the Scope of Work section of this RFP. The proposer may recreate this form but must maintain the same content in the same order.

<b>REQUIREMENT</b> *Some items below state preferred or desired capabilities or features. Proposals will not be eliminated due to non-compliance status. However, compliance with a preference will result in a higher evaluation.	<b>COMPLY?</b> Y=Yes; N=No; M=Comply with modifications; or P=Partially comply	<b>NOTES</b> Please explain any P (partially comply) or M (comply with modifications) responses.
<b>Basic Requirements</b>		
The proposer's CAD/AVL system solution must provide Valley Transit with a turn-key product that will, at a minimum, provide the required features and functions described in this RFP. The awarded proposer shall supply a complete package related to the solution, including all hardware, software, in-vehicle mounting system components, electrical components, and shipping & delivery costs, as necessary.		
Valley Transit requires a proven solution. Vendors must have successfully installed/implemented proposed full CAD/AVL system and systems integrations (discussed below), at a minimum of five (5) public transit systems in the United States.		
<b>Software</b>		
At the time of implementation, vendor's software must be the current version and compatible with the vendor's hardware. The software solution shall require 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.		
The system will be hosted by the supplier (or an agent of the supplier), accessible by way of the Internet (i.e., "cloud" or SaaS), and will run in a standard web browser currently under support by its manufacturer (e.g., Google Chrome, Microsoft Edge, Apple Safari).		
System should be able to run on a standard PC with an operating system currently supported by its manufacturer, without the need to install any software or plug-ins.		
Valley Transit requires software solution with web-portal access provided anytime of the day (24 hours a day, 7 days a week, 365 days a year).		
The CAD/AVL software shall provide the following minimum capabilities for Valley Transit management and dispatching staff. <ol style="list-style-type: none"> <li>1. Graphic User Interface (GUI) map display will be viewable at a personal computer and other devices (smartphone, tablet, etc.). Map shall clearly display vehicle icon and location. Map shall include the entire Valley Transit service area. Google Maps is preferred. Map shall have the ability to display additional communities if service expands. Further layered information shall include bus route, streets, highways, points of interest, timepoints and bus stops. Information for each vehicle icon shall include route/trip assignment, operator ID, vehicle ID, speed, vehicle passenger load, directional status and schedule adherence status.</li> <li>2. Utilize high accuracy GPS to provide automatic vehicle location (AVL) in conjunction with mapping.</li> <li>3. Administrative and Dispatcher interface shall be simple, intuitive, and easy to use. Interface shall enable dispatch to easily determine the real-time location and heading of any vehicle in service.</li> <li>4. System will include two map versions. An internal map visible only to authorized Valley Transit employees and a public map, which would display similar data to a rider app. System will have the ability to limit display information according to permissions or map version. For example, the public map applications would not display operator name or speed.</li> </ol>		

<p>5. 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.</p> <p>6. AVL and mapping will include all fixed-routes, including seasonal routes and event-based routes.</p> <p>7. AVL data will begin when the ignition is turned on and continue reporting until the ignition is turned off. Location of vehicles with no assigned route/out of service will also be tracked and visible in admin site mapping (not shown to the public).</p> <p>8. System must have the ability to integrate and display the current bus stop codes used in GTFS.</p> <p>9. Vehicle location update frequency shall be less than every 10 seconds. Valley Transit prefers updates every 4 seconds or less to provide riders with the best possible vehicle location accuracy.</p> <p>10. Dispatcher's GUI real-time display will provide quick access (e.g., click on desired stop on map) to bus arrival times at each bus stop based on a combination of factors, including stop schedule, bus location, speed and traffic impacts.</p> <p>11. 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 route and vehicle when more than one travels on the same street segment.</p> <p>12. Geo-spatial management tool will provide administrators a visual creator with the ability to add, delete or revise service data (route, stops, schedule, etc.) without contacting vendor. Edits shall be done with basic point and click mapping for tracing route lines or adding bus stops.</p> <p>13. After saving edits in software tool, changes shall display immediately interfaces (internal map &amp; public map). Route line and vehicle icon colors shall match GTFS data and be easily changed to other custom colors by Valley Transit within the management tool.</p> <p>14. Ability to schedule service edits for a later implementation date.</p> <p>15. Administrative ability to add or delete staff. Added and saved driver accounts will have instant login into MDT/system.</p> <p>16. Provide at least three (3) account privileges (dispatcher, viewer, administrator, etc.)</p> <p>17. Access to certain management functions via smartphone is preferred.</p> <p>18. Ability to send user pre-defined canned and brief custom messages to onboard operator display (MDT, tablet, etc.) by selecting operator(s) or all vehicles. System will provide notification of success or failure of the message delivery. Message read status is preferred.</p> <p>19. Ability to receive canned messages from each driver through the MDT. The admin/dispatcher view shall clearly alert GUI viewer when a new message is received from the MDT. Operators shall be restricted from accessing or sending messages while the vehicle is moving.</p> <p>20. Approximately ten (10) staff would require access to the admin software client. System will support concurrent logins with no degradation of performance.</p>		
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.		
<b>Data Connection &amp; Interface</b>		
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 data components needed include the bus stop inventory, stop sequence, daily schedule adherence, and daily APC data. The expectation is that the awarded vendor will have a proven data connection developed prior to contract award.		
It is Valley Transit's intention to continue to manage GTFS files and service data (routes, schedule, trips, bus stops, timepoints, etc.) within the Optibus and Trillium products. As such, Valley Transit desires an CAD/AVL solution that can maximize this existing relationship and simply		

import any applicable service data required by the CAD/AVL system via Optibus's API. The goal is to maintain and edit most of this data only within one product to reduce redundancy, complexity and potential for errors.		
<b>Onboard Integrations</b>		
Valley Transit requires a system that will maintain and improve upon current integrations with onboard equipment. This includes the following current capabilities:		
<ol style="list-style-type: none"> <li>1. Enable single sign on: route/run, fareset and driver ID number data to Genfare farebox; and route sign codes to Luminator destination sign system.</li> <li>2. Provide bus stop codes to Genfare's farebox system when fare types are registered.</li> <li>3. Provide audible stop announcement data to the annunciation system's speakers (interior &amp; exterior) for designated stops. Stop and route announcements currently made in English only. If other languages are available, please indicate in written proposal.</li> <li>4. Provide scrolling text data (route name &amp; number, stop name for designated stop and date &amp; time) to the interior LED sign.</li> <li>5. Interface with Dilax APC system. Assign transit system data to boarding, alighting and ramp deployment data captured by the Dilax system.</li> </ol>		
The full costs associated with integrations, including those charged by the equipment vendor shall be included and itemized within the cost proposal.		
Valley Transit <u>prefers</u> a CAD/AVL system vendor that has existing experience with various fare payment system solutions and is able/willing to integrate when needed.		
<b>Public Website Maps</b>		
<p>The CAD/AVL system will include a public interface that provides customers with bus location information map based on real time location data. Website map or app will show steady vehicle movement on map without reloading. Motion of vehicle(s) tracked on website or app shall appear smooth and fluid. The public interface includes website, smartphone and display monitor.</p> <p>The public website map shall provide:</p> <ol style="list-style-type: none"> <li>1. Users with the ability to view routes or areas of interest on map and current bus location.</li> <li>2. Real-time route/bus arrival estimates by bus stop. Preferred ability to access schedule data for future trip options.</li> <li>3. Ability to differentiate estimated arrival times for inbound and outbound stops along a specific route.</li> <li>4. Preferred ability to apply Valley Transit's logo/brand on public website and passive maps.</li> <li>5. Allow promotion of feature on Valley Transit's website.</li> <li>6. Continuous updates to the website without the user being required to refresh.</li> </ol>		
Vendor shall also provide a website for passive, non-interactive versions of the bus tracking map website on multiple flat screen monitors. The location updates for this map shall be like the public website. The feature will allow versions of the passive map based on customizable view parameters to show the entire route network or focus on a route segment or bus stop depending on use case. Valley Transit currently displays a tracking map version on 2 monitors at its downtown transit center, 1 in our driver breakroom and 1 located in a local non-profit waiting area. Each of these monitors display different versions of the system tracking map (entire service area, downtown focus, northern route focus, facility focus, etc.) depending on audience. Once configured, the passive map would require no user interaction and automatically refresh. The display shall include the ability to identify bus stop locations, specific routes by color and buses assigned to routes with matching color & route number.		
In addition to the passive maps, Valley Transit requires the ability to also display a webpage with next bus arrival time data for all applicable routes by selecting a bus stop, like our downtown transit center. The next stop data shall update at least every 30 seconds.		
<b>Bus Tracking App</b>		

<p>Valley Transit is strongly considering use of a 3<sup>rd</sup> party rider app for trip planning, bus arrival times and bus tracking. If the proposer's solution includes a rider app, Valley Transit will consider this alternative and desires the following capabilities:</p> <ol style="list-style-type: none"> <li>1. Users can select specific or nearby routes and view the current bus location. Geolocation feature allowing riders to identify their device's location on map (for phones with capability) and be provided with nearby transit routes.</li> <li>2. Users can view route schedule options.</li> <li>3. Users can select a bus stop and view real-time bus stop arrival time estimate based on AVL data.</li> <li>4. Ability to integrate with future fare payment apps allowing users to toggle seamlessly between tracking, trip planning and fare payment services in one app.</li> <li>5. Ability to display options for mobility as a service options, like Transportation Network Companies (Uber, Lyft, etc.) in the service area.</li> <li>6. Free to download native iPhone and Android application. Monthly download reports from app stores.</li> <li>7. Ability to display travel information/detours and push notifications to riders.</li> <li>8. Ability for riders to subscribe to a bus arrival service. Ability to select stops, set a schedule and receive notifications when next bus is arriving at a specified bus stop within the time period selected. Alerts then notify the user in advance (10-15 minutes) of bus arrival.</li> <li>9. Preferred translation of content to other languages.</li> <li>10. App accessibility features to accommodate riders with disabilities.</li> <li>11. User display shall offer detailed maps, preferably using customer-friendly maps, like Google Maps.</li> </ol>		
<b>Static GTFS and GTFS RT</b>		
<p>The successful proposer is expected to coordinate with the existing GTFS static feed to create a process for implementing any service changes. For example, when service changes occur, the preference is that relevant service changes are made in Trillium's GTFS Manager and revised static GTFS files are imported into the CAD/AVL system. The CAD/AVL system would then build the applicable changes within its platform and eliminate or minimize redundant edits.</p> <p>The successful proposer's CAD/AVL data and the static GTFS data will be used to produce a GTFS-Realtime feed.</p> <p>The GTFS RT feed will be available to third party applications. Data shall be updated frequently to provide the best possible information to app users and customers.</p>		
<b>Hardware</b>		
Valley Transit requires tracking hardware for twenty-nine (29) revenue vehicles in fixed-route service. As stated, two additional leased vehicles will likely be added to the fleet prior to the summer of 2023.		
All hardware must be the current technology available and compatible with the vendor's software. Vendor shall supply a power conditioner in each vehicle to ensure proper voltage to the onboard unit. Vendor shall provide an inline surge protection (e.g., fuse) to units that prevents possible power short conditions and device failure. Hardware shall be capable of dynamic interface additions/changes over time. Updates to hardware shall be over the air via Wi-Fi, not utilizing our limited mobile data.		
If a hardware malfunction occurs and required replacement during the initial contact, the replacement equipment must be new with the latest technology at the time of replacement and/or installation. The in-vehicle system must utilize battery backup for all necessary components to properly shutdown when bus is powered down or when battery switch is turned off.		
Valley Transit prefers off-the-shelf and commercially available hardware components.		
Any proposed mobile data terminal (MDT), mobile data computer or tablet shall have a scratch free display with damage resistant, anti-glare glass to allow easy readability. Display will also provide ability to adjust		

volume and backlighting to suit individual operator preference. Valley Transit prefers rugged devices that are drop resistant, vibration resistant and designed to operate in a transit vehicle environment.		
<p>The MDT unit shall have the following functionalities.</p> <ol style="list-style-type: none"> <li>1. Automatic display of driver login screen when vehicle is powered up</li> <li>2. Driver login using employee identification number</li> <li>3. Driver screen shall always display, at a minimum: current time (AM/PM designation); current route; communication network status; and new message indicator.</li> <li>4. Drivers will be capable of sending a canned message to dispatch and supervisory staff monitoring system. MDT shall also receive messages from dispatch and provide a "new message" indicator to the driver.</li> <li>5. Driver should only be able to retrieve/view messages when vehicle is not in motion.</li> <li>6. Display will provide the driver real-time schedule adherence status feedback (ahead, on-time or late) according to route timepoints and scheduling established within the admin software.</li> <li>7. When bus is shutdown, Valley Transit prefers MDT auto-showdown feature prior to complete device battery drain.</li> </ol>		
System will allow the driver to manually select routes from the MDT during service. The system will also have a feature to automatically select the route based on the vehicle's schedule and location. When the driver logs into the MDT at the beginning of a work piece, the system will automatically maintain the correct trip and route for the remainder of the driver's schedule. This "auto route" feature shall recognize work schedules that contain interlined routes. It will also accommodate for unscheduled deviations from normal routing and quickly correct. For example, if a bus must deviate off route due to an unexpected detour, the system must be able to accommodate this situation and maintain accurate route information quickly after returning to regular routing. Manual override of route by the driver or dispatcher must be allowed ensure the proper route is chosen in case of system failure or loss of cell.		
<b>Onboard Router, GPS Antenna &amp; Wi-Fi</b>		
<p>Valley Transit has plans to equip each revenue service vehicle with a Cradlepoint router, ~5GB data plan and GPS antenna. See attached inventory table for more info. The awarded vendor's onboard system will integrate with this equipment for mobile data and GPS. The awarded vendor's solution would need to supply a network switch, if additional ports are required. The awarded vendor may be provided access to Cradlepoint's netcloud software for agreed upon tasks, like configuration and monitoring.</p> <p>The router and data plan will not be dedicated to the CAD/AVL system and is intended supply cell data service to future products, like onboard fare validator equipment.</p>		
Valley Transit's single vehicle storage facility (801 S Whitman Ave) has a Wi-Fi network available to the proposer's product. Any task that does not require mobile data from the onboard router should be scheduled to occur while on Wi-Fi. All vehicles start and end service each day from this facility.		
<b>Covert Alarm</b>		
Valley Transit requires the CAD/AVL system to provide a covert alarm feature that allows drivers to discretely contact dispatch when an emergency exists or when radio communication is not an option. When triggered by the driver, the triggering action and subsequent alarm would be covert onboard, meaning it would not alert passengers. However, the alarm would visibly and audibly alert dispatchers and admin personnel viewing the software. Valley Transit would prefer the option to send a text notification with pertinent information to designated cell phones when the covert alarm is triggered as well. When triggered, the covert alarm would also integrate with each vehicle's destination signs and display an appropriate message on exterior signs.		
To trigger the alarm, Valley Transit would consider using an existing button currently onboard all New Flyer buses or a covert button/function built into the proposer's hardware solution.		



AVA		
<p>Valley Transit requires the CAD/AVL system to provide Automated Voice Announcements (AVA) of bus stops, major intersections or other destined locations over an existing interior speaker system. The announcement capability shall be designed to allow Valley Transit to comply with applicable ADA (Americans with Disabilities Act) requirements and guidance. The AVA system shall include the following:</p> <ol style="list-style-type: none"> <li>1. Announcements must be able to be made at a predetermined distance from a bus stop.</li> <li>2. GPS vehicle location data and geo fences/trigger zones are used to determine announcement timing. The trigger zone shall use default values or allow Valley Transit to over-write by route and/or individual location.</li> <li>3. If an unexpected route detour occurs, the system shall quickly detect reacquisition of the route, at any point along the route, and automatically continue scheduled announcements.</li> <li>4. System will allow Valley Transit to set up announcements along detour segments added to the service.</li> <li>5. A configuration utility that allows Valley Transit the ability to fine tune announcements. This includes creation and selection of designated bus stops to be announced and when route names are announced; selection of stops designated for announcements by turning 'off' or 'on'; creation of custom trigger zones or geo fences to identify bus stop locations and other trigger locations; and configure pivot points that trigger a change to the destination sign.</li> <li>6. The CAD/AVL system's admin software shall provide an announcement creation tool for designated bus stop locations. The tool shall provide a text to speech function to preview and test announcements made onboard the vehicle. The tool will have the ability to adjust the text spelling to ensure proper local pronunciation.</li> <li>7. Ability to upload and play a recorded audio announcement is preferred.</li> <li>8. Audio announcements shall be played in English. The option to add additional languages (e.g., Spanish) is preferred.</li> <li>9. In addition to the service orientation announcements, the announcement system shall be capable other location-specific announcements created by Valley Transit. For example, Valley Transit buses announced CDC face mask requirements at major transfer locations during the recent COVID pandemic.</li> <li>10. Vehicle operator use of the PA system shall override any automated announcements.</li> </ol>		
APC		
<p>Valley Transit's entire fleet is equipped with Dilax APC infrared sensors at all vehicle entry/exit doors. See Appendix 3. The sensors are connected to the APC PCU, which is also connected to each vehicle's ramp to track deployment locations. Valley Transit requires the continued collection of boarding, alighting and ramp deployment data via an integrated APC system. The CAD/AVL system is expected utilize data from the APC system and accurately assign service data to each board, alight and ramp deployment event (route name &amp; number, trip, bus stop name &amp; code, GPS coordinates, date, time, count, etc.). The current Dilax data also includes a type field, which identifies a door 1, door 2 or ramp deployment count. Valley Transit also requires data for any flag down stops, where the board or alight occurs at locations other than formal bus stops. For flag down stop records, the bus stop name &amp; code would be null. All data will be shared via API or SQL connection with Valley Transit's data management system, TransTrack, for further analysis.</p>		
<p>If the vendor cannot integrate with the currently installed Dilax APC system and would like to propose an alternative APC system, please include information about the replacement system proposed in the Written Proposal Response, along with pricing within the Cost Proposal Form.</p>		
<p>Valley Transit currently uses boarding, alighting and ramp deployment data for planning decisions and performance measurement. Ridership data is currently based on farebox data for NTD and other ridership reporting. Regardless, Valley Transit requires quality and accurate data.</p>		

<b>DPC</b>		
<p>As described under the Vehicle &amp; Onboard Equipment Inventory section, Valley Transit will likely need a digital or electronic passenger counting feature for drivers to count passenger types as they board the leased trolley vehicles. This feature would only be needed over the course of contract years one and two during a transition period with leased trolley vehicles until Valley Transit procures its own trolley vehicles. If there is added expense for the DPC service/module, Valley Transit prefers pricing that would allow use and discontinuation when needed.</p> <p>The leased vehicles that utilize DPC would not have the majority of onboard equipment integrations. However, Valley Transit would still require a solution to ensure these vehicles' data is included within the remaining CAD/AVL system, including vehicle tracking.</p>		
<b>Data Security</b>		
<p>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.</p> <p>The proposer's cloud service and login must run over a secured connection. Data must be encrypted to the latest standards.</p> <p>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).</p> <p>System backups must be encrypted, stored offsite, and air-gapped from the production environment.</p> <p>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.</p>		
<b>Data Ownership &amp; Protection</b>		
<p>All data in the Cloud environment is understood to be the property of the 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.</p> <p>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.</p> <p>If applicable, GPS data, and specifically route identifiers and location coordinates, are not considered potentially sensitive data. Both parties understand that this GPS data will be an element of this system and that temporary access to this GPS data may, in fact, may be disclosed to the public through the public's use of an associated application or website to enhance the public's use of Valley Transit.</p>		
<p>Valley Transit prefers vendors with Cyber Liability and Technology Errors and Omissions Insurance.</p>		
<b>Reporting &amp; System Oversight</b>		
<p>The CAD/AVL System shall provide reports and other tools to monitor the performance of service, oversee operations and monitor system components. Minimal required reportable data and features includes:</p>		

<ol style="list-style-type: none"> <li>1. Historical playback of vehicle locations (entire system, by employee, by bus or by route) with date, time, bus #, route, driver ID and speed data for incident investigation. Data shall also include vehicle breadcrumbs based on a selectable duration, like the previous 5, 15, 30 or 60 minutes. Event data shall be exportable for incident documentation. For example, a report showing map with overlaid data (date, time, bus #, route, driver ID and speed) of the selected/filtered event.</li> <li>2. Route Performance (run times, headway, average vehicle speed, etc.)</li> <li>3. Schedule Adherence (by stop, route &amp; driver)</li> <li>4. Service Hours and Miles (deadhead, revenue and total)</li> <li>5. Vehicle AVA data with summarized audit records of when and where announcements are made by route to help oversee the system and ensure proper operation of the AVA system.</li> <li>6. Vehicle Speed and Movement</li> <li>7. Hardware, integrations, and system performance/status</li> <li>8. APC data, including flag down stop data. Flag down stop data would include coordinates for any boarding or alighting occurring outside of a formal bus stop geo fence. Raw APC data is also preferred.</li> <li>9. Event alert tool that notifies supervisors when specified conditions are met. For example, speed alerts or off route alerts at specified locations or times.</li> </ol> <p>Reports shall allow for time-based comparison and historical data. Reports shall include filters by driver, vehicle, route, stop and run (when applicable). Reports shall be exportable instantly to .csv and .xlsx formats. Reports should also be available in PDF format.</p>		
The system shall provide the option to automatically email reports according to a selected recurrence pattern (daily, weekly, monthly) to a list of supplied email addresses.		
Valley Transit requires CAD/AVL System vendors to provide API or SQL data connection and freely share available data with other systems.		
<b>Warranty</b>		
All hardware and equipment 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.		
<b>Project Implementation</b>		
<p>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.</p> <p>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.</p>		
Valley Transit requires the vendor to provide and share access to project management software (e.g., Trello) with a dashboard focused on this project. Ongoing project status meetings would use the software's workspace to document and address phase planning & implementation status, feature requests, bug reports & issue resolution, open questions and deliverables.		
A kick-off meeting will be held on-site in Appleton or virtually to introduce the project manager and project team. The kick-off meeting will cover lines of communication, project schedule and project work plan. This meeting will also serve to enable Valley Transit to gain a complete understanding of the selected system requirements. The requirements will be summarized and provided as a draft report to Valley Transit.		
<b>Vehicle Hardware Install</b>		

Hardware and associated integrations will be physically installed in all designated Valley Transit vehicles in our vehicle storage facility (801 S Whitman, Appleton, WI). All installs must be completed to withstand the shock and vibrations generated by transit vehicles in service. Each bus installation shall be done uniformly.		
The selected vendor will provide a schematic of install, guidance and training to enable Valley Transit mechanics to perform installs when future vehicles are added to the fleet.		
As each vehicle's installation is complete, a designated Valley Transit representative will inspection areas like cabling, sealed connections and equipment mounts to ensure proper install. Valley Transit will coordinate with the selected vendor's project manager to test and confirm operability, integrations and data related to the onboard equipment.		
<b>System Testing</b>		
System testing must be performed so that every Valley Transit revenue service vehicle has a fully functioning CAD/AVL 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 of all products.		
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:		
<ol style="list-style-type: none"> <li>1. Procedural changes and other reasonable tests to assure the CAD/AVL system's performance and conformance</li> <li>2. Investigation into any apparent troubles, flaws, or abnormalities with respect to the CAD/AVL system</li> </ol>		
When full install 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:		
<ol style="list-style-type: none"> <li>1. 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.</li> <li>2. Review results of tests with Valley Transit and make all corrections as necessary.</li> </ol>		
<b>Training</b>		
Before go-live deployment of the CAD/AVL system, the selected vendor will provide an intensive training program to Valley Transit employees (dispatchers, supervisors, maintenance technicians and administrators). The training will cover operation of the entire system supplied in conjunction with this solicitation, including any optional items purchased. Using Valley Transit data, this training will prepare Valley Transit attendees for operation, administration, maintenance and implementation of the system. Training can be provided onsite at Valley Transit's office or via video conferencing at agreed upon times that are convenient to Valley Transit staff.		
MDT train-the-trainer guidance will be provided to supervisors, so supervisors can train drivers. Provide basic how-to instructions for MDT operation.		
Valley Transit prefers a vendor that can provide access to recorded video training of modules for use by new staff and drivers after the initial training is completed.		
Vendor will supply a complete copy of all system training documentation in PDF format with unlimited distribution within Valley Transit. Vendor will provide hard copy module or user role specific training manuals for all personnel during system training. Vendor training shall include complete information for Valley Transit maintenance personnel. This includes preventative maintenance, troubleshooting and installation manuals.		
Initial training cost must be included in the base system cost. Ongoing training shall also be provided to Valley Transit staff, as needed, for any new product features and updates released by vendor after product implementation at no extra cost.		

<b>Support &amp; Maintenance</b>		
Ongoing product support shall be included in annual product fee. 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 when needed in case of emergencies.		
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's project manager prior to implementing enhancements or upgrades.		
Any proposed ongoing system fees must include a commitment to maintaining a high reliability or uptime. A fully functioning CAD/AVL system is essential to maintaining transit 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.		
<b>Acceptance</b>		
Valley Transit prefers a vendor who can deliver and install a fully functioning, tested and operational system by July 31, 2023.		
Upon successful completion of all systems testing, Valley Transit and the Contractor shall confirm acceptance of the CAD/AVL 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.		

## **Cost Proposal Form**

The proposer may recreate this form but must maintain the same content in the same order. As directed in the submittal instructions above, the cost proposal form and applicable attachments must be included in a separate file (identified as "Cost Proposal"). Valley Transit reserves the right to select or decline any of the optional items or modules included in the proposal.

Please include a payment schedule that aligns with your project implementation schedule. Valley Transit may withhold 10% of total project cost as a final payment contingent on full acceptance by Valley Transit.

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

**Name & Title of Vendor's Authorized Official:** \_\_\_\_\_

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

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

All costs below, should be calculated on an annual basis.

<b>TOTAL FIRST YEAR COST.</b>	
Includes all expenses necessary to fulfill specifications & requirements of this RFP. Please attach itemized breakdown for all elements of the year-one cost (annual software fee, hardware, install, training, etc.).	\$

<b>ONGOING ANNUAL COST.</b> Indicate your proposed annual costs for project years 2-5.	\$ _____ / YEAR 2 \$ _____ / YEAR 3 \$ _____ / YEAR 4 \$ _____ / YEAR 5
<b>OPTIONAL SERVICES &amp; FEATURES.</b> List any costs to implement optional modules, services or features. List each additional service/feature and cost on a separate line item. Describe if cost is only in year one or to be added to all annual ongoing fees.	
	\$
	\$
	\$
	\$

Notes: 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.

**Contractor Name:** \_\_\_\_\_

**Name & Title of Contractor's Authorized Official:** \_\_\_\_\_

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

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

## APPENDIX 1 – FEDERAL CONTRACT CLAUSES

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

### **No Obligation by the Federal Government**

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

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

### **Program fraud and false or fraudulent statements and related acts**

31 U.S.C. 3801 et seq.

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

49 U.S.C. 5307

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

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

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

### **Access to Records**

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

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

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

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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

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



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

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

### **Federal Changes**

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see [http://www.fta.dot.gov/funding/apply/grants\\_financing\\_3162.html](http://www.fta.dot.gov/funding/apply/grants_financing_3162.html)) 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%. 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.

### **Fly America**

49 U.S.C. § 40118  
41 CFR Part 301-10

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

### **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.

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## **APPENDIX 2 – CITY OF APPLETON INSURANCE REQUIREMENTS**

See next page.

## IR 2.1 SMALL EXPOSURE JOBS

### City of Appleton Insurance Requirements

Project: \_\_\_\_\_

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

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

#### 1. INSURANCE REQUIREMENTS FOR CONTRACTOR

Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- Each Occurrence limit ..... \$1,000,000
- Personal and Advertising Injury limit ..... \$1,000,000
- General aggregate limit (other than products/completed operations)  
per project ..... \$2,000,000
- products/completed operations aggregate..... \$2,000,000
- Fire Damage limit — any one fire ..... \$50,000
- Medical Expense limit — any one person ..... \$5,000
- Products/Completed Operations coverage must be carried for two years after acceptance of completed work.

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

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

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

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

**2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS**

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

**3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR**

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

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

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

- ☐ **Bond Requirements**
- **Bid Bond:** The Contractor's Bid Bond equal to 5% of the contract shall accompany the bid for the project.
  - **Payment and Performance Bond:** If awarded the contract, the Contractor will provide to the Owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
  - **Acceptability of Bonding Company:** The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.
  - **License and Permit Bond:** The Contractor will provide to the City a License and Permit Bond in the amount stipulated in Appleton's Municipal Code.
- ☐ **Property Insurance Coverage (Builder's Risk) to be provided by the Contractor**
- The property insurance must include engineering or architect fees and must equal the bid amount, plus any change orders.
  - Coverage includes property on the work site/s, property in transit and property stored off the work site/s.
  - Coverage will be on a **Replacement Cost basis**.
  - The City of Appleton, consultants, architects, architect consultants, engineers, engineer consultants, contractors and subcontractors will be added as named insureds to the policy.
  - Coverage must include collapse and be written on a "special perils" or "all risk" perils basis.
  - Coverage must include water damage (including, but not limited to, flood, surface water, hydrostatic pressure) and earth movement.
  - Coverage must include testing and start up.
  - Coverage must include boiler and machinery if the exposure exists.
  - Coverage must include engineers' and architects' fees.
  - Coverage must include building ordinance or law coverage with a limit of 5% of the contract amount.
  - The policy must cover/allow partial utilization by owner.
  - Coverage must include a "waiver of subrogation" against any named insureds or additional insureds.
  - Contractor is responsible for all deductibles and coinsurance penalties.

- ☐ **Pollution Liability – Contractors; Motor Vehicle/Automobile; Professional; Environmental Consultants/Engineers**
  - Definition of “Covered Operations” in the policy must include the type of work being done for the City of Appleton
  - Limits of Liability:
    - \$500,000 each loss for bodily injury, property damage, environmental damage
    - \$1,000,000 Aggregate for bodily injury, property damage, environmental damage (environmental damage includes pollution and clean-up costs)
  - Deductible must be paid by the Contractor, consultants/engineers
  - The City of Appleton, its Council members and employees must be Additional Insureds
  - The policy must also cover subcontractors
  - Specify if “Wrongful Delivery” is covered
  - Must cover motor vehicle loading and unloading and show on Certificate of Insurance
  - Certificate of Insurance must state:
    - If the policy is an Occurrence or a Claims Made Form
    - If the defense costs reduce the limit of liability
    - If the policy covers motor vehicle loading and unloading claims
    - If there is an underground storage tank or a super fund exclusion
    - If there is a Contractual Liability Exclusion
    - If Bodily Injury includes mental anguish and emotional distress
  
- ☐ **Aircraft Liability** insurance with a limit of \$3,000,000 per occurrence for bodily injury and property damage including passenger liability and slung cargo if the project includes the use or operation of any aircraft or helicopter.
  
- ☐ **Unmanned Aircraft Liability** insurance with a limit of \$1,000,000 per occurrence for bodily injury, property damage liability, and invasion of privacy liability if the project includes the use of or operation of any unmanned aircraft (drones).
  
- ☐ **Watercraft Liability insurance** with a limit of \$1,000,000 per occurrence for bodily injury and property damage if the project includes the use of and/or operation of any watercraft.
  
- ☐ **Cyber Liability and Technology Errors and Omissions Insurance** per occurrence limit of \$500,000.
  
- ☐ **Commercial Crime Policy** per occurrence limit of \$100,000.



### **APPENDIX 3 – VEHICLE INVENTORY**

See next page.

## Appendix 3 - Vehicle Inventory

[illegible]

Note: Fleet #518 is equipped with one exterior and one interior 4" bullet speaker, which is available and currently used for AVA announcements

## **APPENDIX 4 – SAMPLE CONTRACT**

See next page.

**CONTRACT NAME**  
**Contract for Purchase of Product and Services**  
**YEAR Contract**

**1. PARTIES.**

This Contract is entered into by and between The City of Appleton, Valley Transit, 801 S. Whitman Avenue, Appleton, Wisconsin (hereinafter referred to as "VALLEY TRANSIT"), and NAME AND ADDRESS (hereinafter referred to as "CONTRACTOR"). VALLEY TRANSIT and CONTRACTOR shall be referred to herein as "the Parties."

**2. SCOPE OF SERVICES**

CONTRACTOR will shall, in a workmanlike manner, perform as required under this Contract; and unless otherwise expressly stated, shall provide all the labor, materials, tools, expendable equipment, utility and transportation services necessary for the development and implementation of SERVICES/PRODUCTS PROCURED, all in strict compliance with the Contractors proposal and all other documents incorporated herein by reference.

**3. PAYMENT**

CONTRACTOR will be paid in accordance with CONTRACTOR TERMS (Attachment 3) which is incorporated herein in its entirety.

**4. COMPONENT PARTS OF CONTRACT**

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

**4.01** Attachment 1 – Valley Transit Request for Proposal NAME/RFP NUMBER

**4.02** Attachment 2 – Original Proposal from CONTRACTOR.

**4.03** Attachment 3 – CONTRACTOR Agreement Service Order, Terms of Use, Agency Amendment and Service Level Agreement

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

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

**5. ASSIGNABILITY/SUBCONTRACTING**

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

**6. DATA PROTECTION**

The CONTRACTOR shall not use, disclose, or distribute any data provided by VALLEY TRANSIT except as may be requested to VALLEY TRANSIT and 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, with VALLEY TRANSIT subject to reasonable copy charges.

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.

## **7. AMENDMENT**

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

## **8. NO WAIVER**

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

## **9. NON-DISCRIMINATION**

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

## **10. SEVERABILITY**

It is agreed by the Parties that should any provision of this Contract be determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the Parties that all other provisions of this Contract remain in full force and effect.

## **11. NOTICES**

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

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

**CONTRACTOR NAME**  
CONTACT NAME  
ADDRESS

## **12. AUDIT AND RETENTION OF DOCUMENTS**

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

**13. LAW APPLIED**

This Contract shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts.

**14. INDEMNIFICATION**

For good and valuable consideration, CONTRACTOR agrees to indemnify, defend and hold harmless the City of Appleton and VALLEY TRANSIT and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's fees, arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, 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 of Appleton or VALLEY TRANSIT.

**Signature Page Follows**

**CITY OF APPLETON**  
A Wisconsin Municipal Corporation

**CONTRACT NAME**

In witness whereof, the parties have executed this agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF APPLETON:**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
CL # A22-0754.dg

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

\_\_\_\_\_  
Director of Finance

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

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Valley Transit General Manager

**CONTRACTOR NAME.:**

\_\_\_\_\_  
CEO