



CITY OF OSHKOSH

REQUEST FOR PROPOSALS (RFP) FOR  
PARATRANSIT (ADA & ANCILLARY) SERVICES

OCTOBER 2, 2026

GO Transit  
926 Dempsey Trail  
Oshkosh, Wisconsin 54902  
[www.oshkoshtransit.com](http://www.oshkoshtransit.com)

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**PART A – NOTICE TO VENDORS**  
**CITY OF OSHKOSH PURCHASING DIVISION**

**I. GENERAL**

**A. General Information**

The City of Oshkosh (also herein referenced as the “City”) is requesting competitive proposals from interested, qualified and experienced firms (hereinafter known as “Proposers”), to provide ADA complementary demand response service and ancillary paratransit services. These services are further defined in Part B of this document.

**B. Questions or Addenda**

Questions regarding this RFP must be submitted via electronic mail. No informal communication shall occur regarding this RFP, including requests for information or speculation between Proposers and any City of Oshkosh employees. Any contact or attempt to contact any other employee of the City regarding this RFP may result in the immediate disqualification of the Proposer. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding. All questions regarding this RFP must be submitted via email by the deadline stated within this RFP to:

**Holly Magrady, Purchasing Agent, City of Oshkosh**

**Email: [hmagrady@oshkoshwi.gov](mailto:hmagrady@oshkoshwi.gov)**

Proposers interested in receiving any addenda to this RFP shall provide an email address to Jon Urben by no later than the deadline for submitting questions stated within this RFP.

**II. TERMS AND CONDITIONS**

**A. RFP Submittal**

All proposals, sealed and marked “**PROPOSAL PARATRANSIT (ADA & ANCILLARY) SERVICES,**” are due by 10:00 a.m. on Tuesday, November 3, 2026 and must be delivered to:

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

Any proposal received after this time will not be considered.

Proposals may be withdrawn prior to the date/time set for proposal opening. Proposals may be modified or withdrawn by the proposer's authorized representative in person, or by written notice. If proposals are modified or withdrawn in person, the authorized representative shall make his identity known and shall sign a receipt for the proposal. Written notices shall be received in the office where proposal was submitted no later than the exact date/time for proposal opening.

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

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

Proposals submitted are considered public information in accordance with State statutes governing data practices. Should you have any sections of the proposal that are considered trade secrets, please identify those in a separate document at the end of the proposal. In the event of a public records request for such information the City will notify proposers of the request, however the City shall make the final determination regarding what records it may be required to provide in accordance with the statutes.

The City of Oshkosh reserves the right to reject any or all proposals or to waive any technicality and accept any proposal that is deemed in the best interest of the city. The city also reserves the right to select, and subsequently award the proposed service to the provider which best meets the city's needs, quality levels and budget restraints.

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

## **PART B - GENERAL INFORMATION**

GO Transit provides fixed-route bus service in the City of Oshkosh. As required by the Americans with Disabilities Act (ADA), GO Transit offers paratransit service to individuals with disabilities within the City of Oshkosh that are unable to access bus routes. Additional paratransit services are also provided to other populations within the City of Oshkosh and rural Winnebago County residents. The purpose of this RFP is to hire a contractor who will provide ADA complementary demand response services for both ambulatory and non-ambulatory individuals with disabilities in the City of Oshkosh, and the additional paratransit services currently offered by GO Transit.

The goal of GO Transit's paratransit program is to provide mobility options, ensure equal access to transportation services, and attain greater efficiency.

The City of Oshkosh/GO Transit is hereinafter referred to as "GO Transit."

### **Definitions**

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

'ADA' means Americans with Disabilities Act

'Contractor' means proposer awarded the contract.

'FTA' means Federal Transit Administration

'Provide' means to furnish and implement

The City of Oshkosh/GO Transit is hereinafter referred to as "GO Transit."

### **Disadvantaged Business Enterprise**

GO 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 GO 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 the DBE certification within the submitted proposal.

### **Funding and Service Availability**

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. (See Part F – Federal Clauses).

The services described in this RFP are based on current funding levels. It is important to note that budgetary constraints at all levels of government may result in the reduction of services currently provided by GO Transit. As a result, GO Transit does not imply or guarantee that current levels of service or passenger volumes will be maintained over the term of this procurement.

### **Length of Contract**

The contract length will be for an initial three (3) years with an anticipated start date of January 1, 2027. After the initial three year contract this contract may be renewed by the city for two additional one-year terms. A sample contract is listed in Part H.

### **Service Description**

GO Transit / GO Plus Paratransit Services are comprised of the six (6) shared ride, limited advance reservation, demand response programs listed below.

*Dial-a-Ride Ambulatory ADA* – This program provides paratransit service to ADA certified ambulatory riders, whose disability prevents them from using GO Transit’s fixed route bus system. The service area is within the city limits of Oshkosh, and is currently provided with sedans and mini vans.

*Dial-a-Ride Non-Ambulatory ADA* – This program provides paratransit service for ADA certified non-ambulatory persons, whose disability prevents them from using GO Transit’s fixed-route bus system. The service area is within the city limits of Oshkosh and is currently provided with mini vans.

*Dial-a-Ride Senior* - This program provides transportation service to riders age 60 and older. The service is currently provided with sedans and mini-vans. The service area is within the city limits of Oshkosh.

*Access to Jobs* - This program provides service to riders that qualify for GO Transit’s Access to Jobs Program (employment transport for low-income individuals). The service is currently provided with sedans and mini vans. The service area is within the city limits of Oshkosh.

*Rural Program* – This program service to rural riders with a certified disability (ambulatory and non-ambulatory) or age 60 and older. This service is currently provided with both sedans and lift-equipped vans. The service area is within the boundaries of Winnebago County including the cities of Oshkosh, Neenah and Menasha. Eligible riders include all residents residing within Winnebago County, except residents within the corporate boundaries of the cities of Oshkosh, Neenah and Menasha. Residents living in the Townships of Neenah and Menasha who meet the requirements for either of these programs are eligible.

Rural Program riders are currently limited to ten (10) rides per month. Each rural program user is issued a card that includes an area for drivers to mark off each ride as each pick-up occurs to help the participant account for remaining ride balances. It is the contractor’s responsibility to ensure that this 10 ride-per-month limit is enforced. GO Transit may exempt a few individual riders from the 10-ride limit in cases where it is medically necessary for more rides

*Go Connect Intercity /GO Connect Redzone* – This program provides Inter City service directly to and from the GO Transit Downtown Transit Center and the Neenah Transit Center. Go Connect Red Zone service is limited to the area highlighted in red on Appendix 3.

### **Level of Service**

Services may be on a shared-ride basis. If the Contractor receives additional call(s) for pickup of this nature in the vicinity of the first call, or near the route of patrons in the vehicle, the vehicle may deviate, depending on the circumstances, from the most direct route to pick up the additional passenger(s). Shared-ride trips must follow same performance standards listed in this RFP.

The level of service is either curb-to-curb (basic) or door-through-door (ADA premium only). The service level is never less than curb-to-curb. Curb-to-curb service may require additional driver assistance when needed by the rider due to physical barriers or the nature of the rider's disability (origin to destination). Premium service could be modified during the contract duration. *Please note that manual wheelchair assistance is not considered premium service, unless the rider needs door-through-door service.*

### Eligible Riders

Participation in any of the GO Plus programs (excluding GO Connect) is restricted to individuals who have been certified by GO Transit. Eligible riders will be provided with a program card containing the user's name, address, and card expiration date. The Contractor's drivers are authorized and required to ask to see each passenger's valid paratransit card prior to providing service. It is the rider's responsibility to maintain a valid and current program card.

Riders are responsible for supplying their own mobility device and any required medical equipment (e.g. oxygen tank).

Visitors, who have been certified as ADA eligible by another transit system are automatically eligible for up to 21 non-consecutive days of service. Visitors with disabilities from non-urban areas may also temporarily qualify for service with other proof of a disability. GO Transit will work with the Contractor to make this determination when visitors request service.

Rural Program participants may use GO Transit's paratransit program within the City of Oshkosh after a rural ride has been provided into the City. This is a rare occurrence.

### Service Area

The service area for the ADA, Senior Dial A Ride, and Access to Jobs programs include all areas within city limits of the City of Oshkosh. Township "islands" within the City of Oshkosh are not eligible for this service. City limits shall define eligibility and not the rider's mailing address. GO Transit will not reimburse the Contractor for any trips provided outside the service area unless pre-approved.

The service area for the Rural Programs is Winnebago County, and is limited to residents of rural Winnebago County. This excludes residents of the Cities of Menasha, Neenah, and Oshkosh.

### Service Hours

GO Transit paratransit service hours are 6:15 am – 6:45 pm, Monday through Saturday and 7:00 am – 3:00 pm, Sunday with the exception of the Access to Jobs Program which operates 24/7 including holidays. These hours are subject to change. All other GO Transit Paratransit services do not run on New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas.

### Inclement Weather

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

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**Past Usage Data**

The past usage of this service is shown in the following tables:

| ADA Ambulatory |        |                   |        | ADA Non - Ambulatory |       |                   |       |
|----------------|--------|-------------------|--------|----------------------|-------|-------------------|-------|
| Year           | Rides  | After Hours Rides | Total  | Year                 | Rides | After Hours Rides | Total |
| 2021           | 19,053 | 2,684             | 21,737 | 2021                 | 8,448 | 871               | 9,319 |
| 2022           | 19,015 | 2,241             | 21,256 | 2022                 | 9,218 | 768               | 9,986 |
| 2023           | 16,667 | 1,874             | 18,541 | 2023                 | 7,069 | 650               | 7,719 |
| 2024           | 15,419 | 1,782             | 17,201 | 2024                 | 6,779 | 527               | 7,306 |
| 2025           | 15,578 | 1,157             | 16,735 | 2025                 | 7,303 | 654               | 7,957 |

Note:

ADA rides occur during the hour of fixed-route bus service, which is currently 6:15 am – 6:45 pm, Monday – Saturday. After-hours rides occur after 6:45 pm – 10:00 pm, Monday – Saturday and 7:00 am – 3:00 pm when bus service is not operating, including holidays.

**2025 Average Trip Distance by Program**

| Average Trip Distance by Program |       |
|----------------------------------|-------|
| Program                          | Miles |
| ADA Ambulatory                   | 3.1   |
| ADA Non-Ambulatory               | 3.1   |
| Senior Dial-A-Ride               | 2.3   |
| Access to Jobs                   | 4.3   |
| Rural                            | 10    |
| Go Connect                       | 12.4  |

| Total Rides by Program |                    |                |                 |                  |            |
|------------------------|--------------------|----------------|-----------------|------------------|------------|
| Year                   | Senior Dial-a-Ride | Access to Jobs | Rural - Over 60 | Rural - Under 60 | GO Connect |
| 2021                   | 5,416              | 6,952          | 2,808           | 2,643            | N/A        |
| 2022                   | 4,536              | 8,161          | 2,273           | 2,683            | N/A        |
| 2023                   | 3,247              | 9,425          | 2,094           | 2,544            | 1,208      |
| 2024                   | 3,202              | 13,069         | 2,174           | 2,165            | 774        |
| 2025                   | 3,056              | 12,003         | 1,532           | 2,437            | 812        |

## 2025 Trip Reservation Breakdown

| Percent of Rides by Reservation Type |          |              |           |
|--------------------------------------|----------|--------------|-----------|
| Program                              | Advanced | Subscription | Will-Call |
| ADA Ambulatory/Senior DAR            | 66%      | 26%          | 7%        |
| ADA Non-Ambulatory                   | 60%      | 22%          | 18%       |
| Access to Jobs                       | 53%      | 47%          | N/A       |
| Rural                                | 45%      | 41%          | 14%       |
| GO Connect                           | 91%      | 9%           | N/A       |

For a copy of monthly trip records of each ride provided under this program, please email: [hmagrady@oshkoshwi.gov](mailto:hmagrady@oshkoshwi.gov). An Excel file will be provided for calendar year 2025.

**Current Contractors**

The services incorporated in this RFP are currently being performed by Oshkosh City Cab/Cabulance. The current address for this contractor is 2723 Harrison St. Oshkosh, WI. Oshkosh City Cab/Cabulance uses a fleet of 12 vehicles to provide these services

The current contractor receives \$28.00 per ADA Ambulatory/ Non-Ambulatory/ Senior DAR, GO Connect RedZone and Access to Jobs ride, and \$33.50 per Rural/GO Connect ride.

**Service Capacity**

When scheduled in advance, the Contractor must provide sufficient service capacity to schedule the pick-up of all passengers within one hour (60 minutes) before or after the trip time requested. Using this guidance, the Contractor may negotiate the pick-up time with the rider but may not require a passenger to schedule a trip to begin more than one hour before or after the desired departure time. The Contractor also must consider the rider's schedule. For instance, a rider cannot be expected to schedule a pick-up time at 4:00 p.m. when they work until 5:00 p.m. Nor can a rider be expected to schedule a pick-up time at 9:00 a.m. when they work at 8:00 a.m.

The Contractor may combine passenger trips whenever possible by negotiating travel times with customers. Paratransit travel times cannot exceed the normal travel time for the same trip taken by bus.

The Contractor must allow advance registration up to 14 days in advance of a trip. If future capacity constraints occur, the Contractor will ensure that subscription service (standing orders for reoccurring trips with the same origin, destination, pick-up time and day of the week that are scheduled once) does not absorb more than 50 percent of the number of trips available at a given time of day consistent with Sections 37.131 and 37.133 of the ADA regulations (49 CFR). The Contractor must guarantee "next day" service to eligible riders at all times as defined in Section 37.131. Also, the Contractor must allow customers who are unable to schedule their return medical trips (referred to as "will-calls") to call for service when the appointment is over.

Same day service, other than will-calls, will be provided as capacity allows. GO Transit will continue to work with program users to encourage advanced scheduling (at least the day before) for most trips.

The contractor will schedule all employees and vehicles necessary to accommodate all periods of peak and non-peak demand.

### Scheduling and Dispatching

The Contractor will be solely responsible for and required to schedule and dispatch all program trips using GO Transit’s paratransit scheduling system software. The software used is owned by GO Transit, which is web-based and accessed by the Contractor via the internet. Internet service, workstations and the required hardware necessary for connectivity are the responsibility of the Contractor. The Contractor will not be allowed to utilize or modify this system or its components in any manner that is not specifically approved by GO Transit and the City of Oshkosh Information Technology Department.

GO Transit is currently out for bid for a new ITS system. This system would be in place prior to the contract start date. The contractor will be responsible for providing tablets, a data package to handle an average .5 GB per tablet a month, and mounting equipment onboard contractor’s vehicles.

The Contractor will be responsible for taking calls for service at a minimum Monday through Friday between the hours of 7:30 am and 5:00 pm, verifying the eligibility of riders and insuring that all rides are entered under the appropriate program. The Contractor additionally will have the ability to accept reservations via the rider app, email, phone, and by fax from area care facilities that schedule numerous trips on behalf of their residents. All trips shall be scheduled without priorities as to trip purpose. All scheduled trips shall be confirmed with the customer. If requested by the customer, a confirmation can be provided when their reservation is completed. The Contractor must also provide a cancellation notice to clients that cancel a trip at least one hour prior to the scheduled pick-up time. The Contractor’s dispatchers need to ask all necessary questions to properly schedule the trip and be clear with the rider on the fare to be charged and pick-up time.

The contractor is required to have sufficient incoming phone lines and staff to manage telephone system. This includes sufficient capacity to handle calls from riders, along with the appropriate staffing to answer calls in a timely manner.

Staffing capacity includes answering calls covering the operating hours of all programs, as described further below. The phone system must allow after-hour calls from customers who wish to cancel by leaving a message. The system must also allow after-hour calls from customers with immediate service needs and require live contact with an employee of the Contractor who can respond in a timely manner. The Contractor’s phone system shall not result in busy signals for incoming calls or excessively long hold times. Any hold times greater than 5 minutes are considered excessively long.

The Contractor must provide a solution for translation services for LEP (Limited English Proficiency) clients to be able to accommodate customer service needs. This includes tracking and reporting information to GO Transit. A plan for this should be outlined in the proposal.

The Contractor must allow advance registration up to 14 days in advance of a trip and will ensure that subscription service not absorb more than 50 percent of the total number of trips available at any given time of day consistent with Sections 37.131 and 37.133 of the ADA regulations (49CFR). The service must guarantee “next day” service as defined in Section 37.131. Also, the Contractor must allow customers who are unable to schedule their return medical trips (referred to as “will-calls”) to call for service when the appointment is over.

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The Contractor may negotiate the pick-up time with the rider but may not require a passenger to schedule a trip to begin more than one hour before or after the desired departure time. The Contractor also must consider the rider's schedule. For instance, a rider cannot be expected to schedule a pick-up time at 4:00 p.m. from work when they work until 5:00 p.m. Nor can a rider be expected to schedule a pick-up time at 9:00 a.m. when they begin work at 8:00 a.m.

### **Intermediate Stops & Trip Definition**

Provision of intermediate stops are at the discretion of the Contractor, but cannot disrupt the schedule, impact on-time performance or inconvenience other passengers. Intermediate stops occur when an additional stop is added during a trip. For example, a rider is pick-up from a medical facility and then would like to stop at the pharmacy before being dropped off at home. Dispatchers must be clear with riders whether or not the intermediate stop can be accommodated.

A trip is defined as a one-way transportation of a passenger from the place where the passenger boards to a single destination where the passenger disembarks. No payment will be made for intermediate stops when a passenger has been off the paratransit vehicle less than fifteen (15) minutes. For example, a ten minute intermediate stop at a pharmacy will not qualify as an additional billable trip.

### **Timely Service**

The Contractor must provide passenger pick-ups in a timely fashion for subscription rides and rides scheduled in advance (prior to 5:00 pm the day before). Vehicles must arrive within a thirty minute "pick-up window," which is defined as fifteen minutes before and fifteen minutes after the scheduled pick-up time. For example, if a scheduled pick-up time is 9:00 a.m., the pick-up window time frame is 8:45 a.m. to 9:15 a.m.

The vehicle may arrive any time during the pick-up window and the operator will only wait five minutes after arrival. Contractor will attempt to contact the rider before leaving from a pick-up point. If the Contractor's vehicle arrives after a scheduled pick-up window, the Contractor will wait a minimum of 5 minutes and make every effort to contact the customer.

Return trips from medical facilities (aka will-calls) cannot be scheduled in advance due to the nature of medical appointments. The Contractor shall strive to serve a majority of will-call requests within 45 minutes after scheduled by the rider or facility. GO Transit is open to other suggestions to improve will-call service for riders.

Same day service, as capacity allows, will also be provided in a timely fashion.

### **Cancellations, No-Shows and Late Cancellations**

Riders may cancel scheduled trips up to one (1) hour before pickup window start time.

A "No-Show" is defined as a situation where a passenger does not keep a scheduled trip appointment, cancels at the door, or cancels less than an hour notice before the trip. The contractor will attempt to contact the client and wait up to 5 minutes after the scheduled pick-up time before leaving the pick-up point. If the vehicle arrives after a scheduled pick-up time, the contractor will wait up to 5 minutes and make every effort to contact the customer.

### Trip Denials & Missed Trips

A “trip denial” includes: (1) any scheduled trip where the pick-up time is more than one hour before or after a requested pick-up time, even if the customer accepts the time offered; or (2) when a customer requests a round trip and only one leg of the trip can be accommodated, if the customer declines the one-way offer, both legs of the trip need to be counted as denied trips

A “missed trip” occurs when a passenger is waiting for a scheduled pick-up and the vehicle never arrives. This does not include late pick-ups. However, if the vehicle arrives outside of the pick-up window (15 minutes either side of the scheduled pick-up time) and the passenger has left, this is considered a missed trip and not a no-show.

The Contractor is to provide all available trips that are requested in advance (scheduled by 4:30 pm the day prior to the trip). Should a pattern develop where trips are being denied or missed due to lack of available service, the Contractor will increase service levels to eliminate trip denial or missed trip patterns.

### Incident Reporting and Appeals

The Contractor will be provided incident reports by GO Transit,. The Contractor shall record and maintain accurate documentation of serious customer incidents (date, time, incident description, driver incident report, etc.) that could result in service suspension in the incident report. Serious customer incidents include, but are not limited to, disruptive behavior, safety issues, failure to pay a fare, refusal to comply with rider policies and public health threats. The Contractor shall notify GO Transit of serious rider incidents by phone or email within 24 hours of incident.

The Contractor shall be available to make statements, and/or answer questions, in the event of a customer appeal of service suspension arising from the accumulation of no-shows.

### Fares and Revenues

The Contractor must collect the correct fare, count revenue, and report all data on passengers carried (see Information, Reports, and Data Section below). The Contractor must have the ability to handle a tiered fare structure.

Current one- way fares are as follows:

|                             | <b>Basic Curb to Curb</b><br>Mon. – Sat., 6:15 am – 6:45 pm | <b>Premium Door-through-Door</b><br>Mon. – Sat., 6:15 am – 6:45 pm | <b>After Hours</b><br>Mon. – Sat., 6:46 pm to 10 pm,<br>Sun, 7am – 3 pm |
|-----------------------------|-------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------|
| ADA Program                 | \$3.00                                                      | \$4.00                                                             | \$6.00                                                                  |
| Senior DAR Program          | \$4.50                                                      | \$4.50                                                             | \$4.50                                                                  |
| Rural Programs              | \$7.00                                                      | \$7.00                                                             | \$7.00                                                                  |
| Access to Jobs*             | \$4.50                                                      | \$4.50                                                             | \$4.50                                                                  |
| Go Connect (Oshkosh/Neenah) | \$5.00                                                      | N/A                                                                | N/A - ONLY RUNS DURING BUS HOURS                                        |
| Go Connect (RedZone)        | \$3.00                                                      | N/A                                                                | N/A - ONLY RUNS DURING BUS HOURS                                        |

\* The Access to Jobs Program is the only program that operates 24/7, including holidays. Fare for this program is \$4 one-way anytime.

All fares are subject to change during the contract term upon notification by GO Transit.

The cash fare paid by the program's participants will be forwarded to GO Transit within ten (10) days after the end of each month. Invoices submitted by the Contractor to GO Transit shall be for the total monthly cost allowed by the contract's trip rate by program. Each requested trip is considered a one-way trip when provided and must be billed appropriately.

The Contractor will only invoice for trips actually provided.

#### **Accompanying Riders & Service Animals**

Attendants: A personal care attendant (PCA) may accompany a certified GO Transit passenger at no additional charge. A PCA is a person whose assistance is necessary in order for a passenger to complete their trip. An attendant could be necessary to provide physical and/or cognitive assistance. The arrangement for and use of personal care attendants (PCA) is the responsibility of the program user. The Contractor is not required to provide a PCA for program users. One PCA per program user with disabilities is permitted to ride free.

Companions: A companion may also accompany a certified GO Transit passenger but must pay the same fare as the passenger. Additional companions accompanying the passenger may be carried provided that other eligible program participants are not denied service as a result. Children under the age of 6 can ride for free when accompanying ADA rider.

PCAs and companions must have the same origin and destination as the eligible passenger. Arrangements for PCA and all companions will be made by the eligible passenger at the time of reservation. GO Transit will not subsidize the cost to transport PCAs or companions.

Service Animals: Guide dogs and other service animals are allowed to accompany certified GO Transit passengers. Customers must provide notification of their intent to travel with a service animal when they schedule their trip.

#### **Vehicles**

The Contractor will be responsible for supplying an appropriate number of vehicles to satisfy the service requirements under the contract at all times. As required by 49 CFR Part 38, all vehicles must be equipped with either a ramp or lift, wheelchair securement and separate passenger lap and shoulder restraints, front or rear-facing mobility device securement positions, and all other requirements stated in Part 38 related to wheel-chair accessible vans.

A sufficient number of spare vehicles, ready for service, shall be available in the event of a vehicle breakdown. The Contractor is solely responsible for the cost associated with the acquisition or lease of vehicles used to provide paratransit service under this contract.

The Contractor shall provide GO Transit with a list of all vehicles that will be used to provide service under this agreement. The Contractor may add or delete vehicles upon written notice to GO Transit. **The list of vehicles shall be updated and sent to GO Transit immediately after any vehicle changes have occurred.**

The Contractor shall be responsible for the proper use, care and maintenance of all vehicles and equipment required to adequately fulfill the responsibilities associated with the provision of described paratransit services.

**The Contractor's average fleet age shall be 7 years or less.** Average fleet age is calculated by taking the sum of the ages of all vehicles (in years) in the fleet divided by the number of vehicles in the fleet.

All vehicles must have properly maintained and functioning heating and air conditioning systems, and drivers shall operate these systems so as to provide for the comfort of passengers. No vehicle shall be operated in service for longer than one day without properly functioning heating or air-conditioning systems.

The Contractor is required to provide, install, and maintain a voice communication system for communication with the fleet. This system must be sufficiently powerful to reach all areas covered by this agreement. The dispatcher must be capable of contacting any vehicle at any time using this system. A system with "flat" spots in the service area is not acceptable. At no time may a vehicle be out of communication range with the dispatcher. If the radio system will not provide adequate coverage, the Contractor must supply a supplemental means of communication for all "dead" coverage areas.

All wheel-chair accessible vehicles used in service must meet all applicable standards stated and referenced in Wisconsin DOT Administrative Rule Chapter TRANS 301 and inspected annually.

#### **Vehicle Maintenance**

The Contractor is required to follow a preventive maintenance program, which at a minimum must conform to the vehicle manufacturer's recommended maintenance requirements for commercial use of the vehicle with routine maintenance of accessibility features.

The Contractor must establish and follow a pre-trip/post-trip inspection program involving a "walk around" exterior inspection and a "walk through" interior inspection of the vehicle before its service tour and again after it returns to the garage. These inspections must include, at a minimum:

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

In addition to the defects or problems noted in inspections, any defects or problems reported by drivers or riders while the vehicles are in service must be noted and recorded in a in the reporting system utilized by the contractor. The system must be a formal process of recording all problems, reporting them to appropriate maintenance personnel and reporting when repairs have been completed. A complete record of all repairs performed on each vehicle must be maintained. This information must be included in the service history of each vehicle.

All vehicles operated in fulfillment of this service must be safe, clean and free of dirt and litter. GO Transit or its designated representative(s) shall, at all times, have the authority to inspect any vehicle or vehicle's maintenance records being utilized for the provision of paratransit service under this agreement. That authority shall include the ability to direct the immediate withdrawal from service of any vehicle determined by GO Transit to be unsafe or excessively dirty. Removal of any vehicle from service under this paragraph does not constitute a waiver of the Contractor's requirement to supply an equivalent replacement vehicle to provide the services required by the contract.

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### **Passenger Assistance**

The Contractor is required to use the highest degree of care in the operation of equipment and assistance of passengers. For all trips, passenger assistance shall be provided in and out of the vehicle. Driver assistance may be required beyond the vehicle due to the nature of the rider's disability or physical barriers. If premium service is requested, the driver shall provide door through door service at the passenger's origin and/or destination.

Drivers shall assist riders in the securement of portable oxygen tanks and provide assistance with other packages brought onto the vehicle.

The Contractor is permitted to ask riders if they wish to transfer from mobility device to a seat once on board a vehicle.

### **Employee Standards**

All Contractor employees shall be courteous to all passengers and maintain a high level of customer service. Drivers shall, at all times, conduct themselves as they have been trained to do in the sensitivity training provided by the Contractor. All Contractor employees must refrain from negative comments or behavior toward riders at all times.

**Smoking is not permitted inside or near any vehicle that performs paratransit service for GO Transit even if passengers are not present.**

**Drivers shall be neat and clean in appearance. Drivers are required to wear a uniform shirt and picture identification card on uniform that includes driver's name.** If necessary, GO Transit can produce identification cards for the contractor's drivers.

Drivers are prohibited from soliciting, or encouraging payment of a tip, gratuity, additional payment, or any service from any client at any time. Engaging in such conduct may be grounds for progressive discipline which can lead to dismissal by GO Transit.

Federal background checks must be completed for all drivers to ensure each employee has a clean driving and criminal record. The Contractor shall not employ a person as a driver, who has been convicted of a felony involving a crime of violence or committed in the use of a commercial vehicle, convicted of an

offense involving a serious traffic violation (as defined in the Commercial Driver’s License standards, requirements, and penalties) or who has been convicted of a drug or alcohol offense involving a motor vehicle. Vehicle operators shall have no more than three (3) moving violations and/or chargeable accidents within the previous five (5) year period at time of hire. The Contractor must provide documentation upon request of GO Transit.

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### Key Employee

The Contractor will appoint an individual to be the main contact person for this program. The key employee should be identified in the RFP Submittal Form. Additionally, the Contractor shall provide the telephone number of at least one member of its staff other than the Key Employee with the authority and responsibility to make binding decisions, acting as the agent for the Contractor.

### Information, Reports, and Data

GO Transit is required by FTA to collect certain mileage and trip data. Most of this data will be accessed through GO Transit’s software. The following information must be provided/entered for each trip.

- A. Date of trip
- B. Patron name
- C. Pick-up location address
- D. Patron phone number
- E. Scheduled pick-up time
- F. Actual pick-up time
- G. Drop-off location address
- H. Drop-off time
- I. Passenger trip mileage (revenue miles)
- J. Passenger trip hours (revenue hours)
- K. Method of reservation (same day, will-call, advanced or subscription)
- L. Account Number
- M. If applicable, indicate accompanying riders (PCA and/or companion)
- N. Vehicle number

GO Transit will automatically reject incomplete or invalid trip records. The contractor will ensure all trips for the day are completed by the end of that day’s operation. The contractor will not be compensated for trips with incomplete or invalid records.

Separate reports shall contain:

- Monthly summary of passenger comments, compliments, and complaints received, information about the resolution of the complaints, and other relevant information
- Monthly billing statement/invoice for service (including number of rides provided by type, cost, and monthly revenue by type)
- Monthly reports of missed trips and trip denials
- Annually report major and other mechanical failures (defined by the National Transit Database) for vehicles used

- Annually report gallons of fuel/gas used in performance of the service
- Monthly Contractor Safety Report must be completed with the monthly invoice.

GO Transit has branded this service as GO PLUS and contracted paratransit vehicles are required to have vehicle signage. GO Transit will determine the design, size and format of said signage. Cost for sign production and installation will be the responsibility of GO Transit.

The Contractor shall be responsible for making GO Transit materials available to clients in all vehicles. The Contractor shall post signs in vehicles or have drivers distribute materials to riders as requested by GO Transit. The Contractor will not distribute other literature without prior authorization from GO Transit.

The Contractor shall not sell any space or display any advertising on any vehicle used in the operation of this service without the prior approval of GO Transit. Approved advertising must comply with GO Transit advertising policy.

#### **Safety**

In addition to having a Safety Program, the contractor agrees to comply with and participate in GO Transit's Public Transit Agency Safety Action Plan to promote safety, accident reduction and prevention. The Contractor agrees to report monthly on injuries, accidents, major breakdowns.,

#### **Employee Training**

The Contractor shall be required to implement an employee training program that includes new employee training (defensive driving, safety and security, geographic familiarization, passenger assistance, passenger sensitivity, ramp/lift utilization and procedures for securing mobility devices) prior to beginning service. The cost of training materials and instructor fees will be borne by the Contractor.

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

#### **Drug and Alcohol Testing Program**

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

Contractor shall also be responsible for providing and conducting new employee and supervisory training necessary to ensure AODA compliance. Contractor shall promptly comply with all requests for information from GO Transit required to complete all federal reports and to audit Contractor's compliance with applicable AODA requirements.

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

All individuals in the drug and alcohol program who are instructed to take a drug and/or alcohol test will promptly comply.

Safety-sensitive personnel or officials of the Contractor who test positive for either drugs or alcohol (and the positive test is confirmed as valid by the Medical Review Officer) will be immediately removed from their safety-sensitive position and will be prohibited from working in any safety-sensitive transit or paratransit position that is involved in a contractual relationship with GO Transit.

#### **Insurance**

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

#### **Accidents and Claims**

All passenger and vehicle related accidents involving any property damage or personal injury resulting from service under this agreement must be immediately reported to GO Transit. Written accident reports, which will be provided by GO Transit, must be submitted within three (3) business days of said accident or injury. Any claim made against the Contractor must be reported to GO Transit, in writing, within two business days. GO Transit shall notify the Contractor of any claims reported directly to GO Transit within two business days of receipt of the claim.

#### **Contractor License and Safety Compliance**

The successful bidder must be in compliance with all applicable federal, state, and municipal codes, regulations, and licensing requirements as well as all applicable state motor vehicle codes and licensing requirements. Contractor will provide proof of such to GO Transit. GO Transit will not waive any municipal taxi licensing requirements or fees.

The Contractor shall be responsible for all OSHA safety requirements. Failure of the Contractor to follow OSHA requirements may result in a stop work order from GO Transit until the violation is corrected, or termination of the contract, at GO Transit's option. Contractor shall not be entitled to any additional compensation, over the original contract amount, or additional time to complete the project, for any delay resulting from a sanction pursuant to this section.

#### **Service Standards**

GO Transit wishes to ensure that program users receive quality transit service, including service delivered in a timely manner and personnel that treat program users with dignity and courtesy.

The Contractor is required to maintain a minimum of 90% on-time performance annually. An on-time trip occurs when the rider is picked-up within 15 minutes before or after the scheduled pick-up time. This standard will be based on trips scheduled in advance only. It will not include "will-calls" or same day service. The Contractor is required to serve will-call trip requests (unscheduled return trips from medical offices) within 45 minutes of initial rider phone call requesting service.

The contractor is required to minimize call hold times. This requirement includes answering 95% of calls within 3 minutes and 99% of calls within 5 minutes.

GO Transit seeks to ensure that service levels remain adequate throughout the period of the contract. Surveys of users designed to measure satisfaction will be conducted during the period of the contract. Contractor personnel and officials shall not attempt to influence the outcome of these surveys in any manner. GO Transit is dedicated to maintaining a high level of customer satisfaction.

If the need for correction is determined and proceeding surveys continue to show satisfaction levels below acceptable levels, termination of the contract may result.

#### **Rider Feedback**

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

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

The Contractor will also be responsible for collecting input from passengers. This is to be done by passing out comment cards in accordance with a schedule to be provided by GO Transit.

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

#### **Agency Tickets**

GO Transit provides pre-paid fare media (agency tickets) to local care agencies (IRIS, Lakeland Care District, MTM, etc.). The agency ticket serves as the rider's fare. The Contractor's reimbursement for these trips will equal the same per trip costs indicated in the contract. Any tickets collected shall be provided to GO Transit when the monthly invoices are submitted. GO Transit will not reimburse the contractor for rides provided that do not have a cash fare or agency ticket.

Agencies will purchase pre-paid fare media from GO Transit's office.

**The Contractor will not sell any pre-paid fare media to agencies or other entities valid for GO Transit sponsored service without GO Transit's prior knowledge and consent.**

#### **Participation in Local Coordination Efforts**

The Contractor is expected to attend transportation coordination meetings applicable to paratransit services supported by GO Transit. These meetings include regional coordination plan meetings that typically occur every 1-3 years. GO Transit may also organize meetings, where the Contractor, GO Transit, customers, and customer representatives would discuss the operation of the system.

#### **Audits**

The Contractor shall make financial and operating records available to State, Federal, County and City auditors in order to comply with program audit requirements. Accounting records and other related financial books and records shall be subject to an audit as directed by GO Transit. Such audit shall be completed at Contractor's expense and delivered to GO Transit no later than 150 days after the end of Contractor's fiscal year.

Non-federal entities that expend \$500,000 or more in Federal awards in a year are required to have annual audits in accordance with OMB Circular A-133. Under the current service level in this solicitation, the Contractor does not receive more than \$500,000 in Federal awards. GO Transit funding includes roughly 30% federal funds. However, if the Contractor receives Federal awards through other contracts,

this requirement may apply.

#### **Invoicing & Payments**

GO Transit will make monthly payments based on specific contract terms and conditions. Billings must be itemized and totaled. Billings will show the total cost, fares, and net cost. Invoices should be delivered to GO Transit prior to the 10th of the following month. Each month, the Contractor will return pre-paid fare media to GO Transit for payment with the monthly invoice. Fare media should be sorted and bundled in increments of fifty tickets. Data that is required to be reported with the invoice includes: one-way trips, revenue hours, total hours, revenue miles and total miles by service.

The invoices should be emailed to the Transit operations manager currently;

stomasik@oshkoshwi.gov:

## **PART D - RESPONSIBILITIES OF GO TRANSIT**

### **Monitoring**

GO Transit will monitor and evaluate compliance with the terms and conditions of the agreement. Monitoring includes, but is not limited to, annual regulatory oversight meetings, periodic records inspection, call wait times, on-time performance, vehicle maintenance records and customer satisfaction.

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

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### **Contractor Compensation**

GO Transit agrees to pay the Contractor monthly, based upon information received in the Contractor's billing statement and will be reconciled with the data recorded in the Paratransit System Software. The Contractor will submit the total fares collected to GO Transit within 10 business days from the beginning of each month..

Revenue will be delivered to:

GO Transit  
926 Dempsey Trail  
Oshkosh, WI 54902

Upon verification of the monthly invoice and trip records, the approved invoiced amounts will be paid to the Contractor within 30 days. In the event an overpayment is made to the Contractor, the Contractor shall refund all such excess compensation to GO Transit.

GO Transit will not reimburse the Contractor for no-shows, cancellations and/or late cancellations.

### **Changes to the Agreement**

GO Transit may at any time by thirty (30) days written notice change or amend the awarded proposer's agreement. Should the Contractor not wish to abide with these changes, the Contractor shall give 30 days' written notice of their intent to terminate the agreement.

### **Enforcement of Rider Policy**

With specific and timely incident data provided by the Contractor, GO Transit shall work with riders to ensure adherence to GO Transit's Rider Policy. This partnership will help to ensure a safer and more efficient system, which will benefit the Contractor and all riders.

This rider policy covers the following circumstances and rider behaviors: documented pattern of no-shows; seriously disruptive behavior; public health threats; refusal to pay the applicable fare; refusal to comply with safety rules; and other incidents. The rider policy can be found at:

<https://www.oshkoshwi.gov/WebLink/DocView.aspx?id=1235428&cr=1>

### **Eligible Rider Certification**

GO Transit will certify each eligible paratransit rider and provide the applicable program ID card.

## PART E – PROPOSAL REQUIREMENTS AND SUBMITTAL INSTRUCTION

### General Information

Award of the contract shall be made to the most responsive and responsible proposer whose proposal meets the specifications and is most advantageous to the City of Oshkosh.

### Proposed Schedule

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

|                                                                                                                       |                        |
|-----------------------------------------------------------------------------------------------------------------------|------------------------|
| RFP Issued                                                                                                            | 10/2/2026              |
| Last day for submitting written questions                                                                             | 10/16/2026 – 4:30 p.m. |
| Mail amendments to proposers, which includes answers to all questions submitted, supplements and/or revisions to RFP* | by 10/20/2026          |
| Proposal submittal deadline                                                                                           | 11/3/2026 – 10:00 a.m. |
| Anticipated Contract awarded                                                                                          | November, 2026         |
| Anticipated Contract start date                                                                                       | 1/1/2027               |

The City of Oshkosh 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 Oshkosh.

### Addenda / Questions

All requests for interpretations, corrections or questions to this RFP must be emailed to General Services Manager, [jurben@oshkoshwi.gov](mailto:jurben@oshkoshwi.gov). Only interpretations or corrections of the RFP made in writing by the General Services Manager are binding. In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, revisions/amendments and/or supplements will be provided to all known recipients of this initial RFP. To ensure all supplemental information (if available) regarding the initial RFP is shared with all proposers, interested parties should email their contact information to Holly Magrady at [hmagrady@oshkoshwi.gov](mailto:hmagrady@oshkoshwi.gov) before October 16, 2026.

### Proposal Selection

An evaluation committee will consist of members who have been selected because of their special expertise and knowledge of the service(s) and/or product(s) that are the subject of this RFP. Proposers may not contact members of the evaluation committee regarding this solicitation.

The proposals will be initially reviewed to determine if the mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the evaluation committee reserves the right to continue the evaluation of the proposals, which most closely meet the mandatory requirements of this RFP.

Based on the evaluation of the written proposal, the evaluation committee may require additional information from the top-scoring proposers to clarify or confirm proposal information. Additional information obtained may be of any or all of the following: proposer interviews, reference reviews, proposer presentation/demonstration, and on-site visits of proposer facilities.

If additional information is needed, the evaluation committee 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 from the evaluation committee may result in rejection of that proposer’s proposal.

#### Evaluation Criteria

The City of Oshkosh/GO Transit will evaluate proposals to determine the proposer that offers the best overall value and is determined to be responsive and responsible.

#### 1. Initial Responsiveness Review

The City will first review each proposal for compliance with the RFP’s mandatory submission requirements. Proposals that are incomplete, untimely, materially nonresponsive, or that fail to meet required certifications or other mandatory requirements may be rejected without further evaluation.

The City may request clarification of minor or non-material irregularities; however, clarifications may not be used to cure material omissions or deficiencies.

#### 2. Technical Evaluation — 70 Points

Responsive proposals will be evaluated and scored by an evaluation committee based on the following technical criteria. Technical proposals will be evaluated before cost proposals are opened or considered.

| Evaluation Criterion                                   | Maximum Points |
|--------------------------------------------------------|----------------|
| Background, Experience, and References                 | 15             |
| Vehicles and Maintenance                               | 10             |
| Employees and Training                                 | 15             |
| Service Delivery                                       | 25             |
| Data Collection and Technological Capabilities         | 10             |
| Proposal Organization, Completeness, and Understanding | 5              |
| <b>Total Technical Score</b>                           | <b>80</b>      |

The City will consider the proposer’s demonstrated ability to provide safe, accessible, reliable, and customer-focused ADA complementary paratransit and ancillary transportation services in accordance with the requirements of this RFP.

#### 3. Cost Evaluation — 20 Points

Following completion of the technical evaluation, the City will evaluate cost proposals using a standardized total-cost model. The model will apply the same estimated service volumes and assumptions to each proposer’s rates, including intracity and rural per-trip rates and proposed rate adjustments for contract years two through five.

The lowest evaluated total cost will receive 30 points. Other cost proposals will be scored as follows:

$$\text{Cost Score} = \frac{\text{Lowest Evaluated Total Cost}}{\text{Proposer's Evaluated Total Cost}} \times 20$$

The City may review proposed escalation, de-escalation, and other pricing provisions to confirm that pricing is complete, reasonable, and consistent with the RFP requirements.

#### **4. Additional Review and Due Diligence**

The City may conduct reference checks, interviews, presentations, site visits, and other due-diligence activities for one or more proposers. These activities may be used to verify information provided in the proposal, assess the proposer's responsibility and ability to perform, and clarify identified concerns.

If interviews or presentations are conducted, the City may use a consistent process and questions for all selected proposers.

#### **5. Award Recommendation**

The City intends to recommend award to the responsive and responsible proposer receiving the highest total evaluated score, provided that the City determines the proposer is capable of successfully performing the contract and that the award is in the best interest of the City.

The City reserves the right to reject any or all proposals, waive minor irregularities or technicalities, request clarifications, negotiate contract terms with the selected proposer, and take any action permitted by law that is in the City's best interest.

#### **Protest Procedure**

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

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

Any proposer who wishes to protest prior to or after the award of a contract must submit a detailed statement in writing of the grounds for protest and any supporting documentation to: Yvette Mueller, Assistant Finance Director, ymueller@oshkoshwi.gov. Protests after the award must be received within five (5) working days of their receipt of the award decision. To expedite consideration of any protests, this statement must be sent by e-mail. The interested party must be an actual or prospective proposer whose direct economic interest would be affected by the award, or failure to award, the contract bid. Award of contract will be suspended temporarily unless this action will cause undue harm to the City of Oshkosh. The protest will be forwarded to the City Manager and City Attorney for further review. This review will be the basis on which the contract will be awarded. Minor errors in proposal procedures shall not be grounds for delaying or prohibiting approval of this contract.

#### **Mandatory Proposal Requirements**

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

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

- a. Transmittal/Cover Letter containing the statement of performance verification criteria listed below and signed by an authorized officer of the responding organization.
  - 1) The information contained in this submission is accurate and complete as of the date of submission.
  - 2) The responding organization understands and is willing to comply with all contractual requirements.
- b. Written response acknowledgement to RFP Submittal Questions (if issued)
- c. Cost Proposal Form - must be in a separate sealed envelope within the RFP package. Label the envelope "Cost Proposal Form."
- d. Amendments/Addendums (if any)
- e. Certifications:
  - 1) Compliance with Contractor Requirements
  - 2) Lobbying
  - 3) Government-Wide Debarment and Suspension
  - 4) Non-Collusion Bidding Certification
  - 5) Certification Regarding Compliance with FTA Requirements
- f. Public Safety Assurance

**Background, Experience & References:**

1. Provide the name of your business/organization, address, telephone number, email address and legal status of business (sole proprietor, for-profit corporation, for-profit partnership, non-profit corporation, public agency or other).
2. Provide the name of the Chief Executive Officer (or Administrator) of business/organization.
3. Provide the name of individual designated to represent organization in subsequent discussions or negotiations related to this solicitation. Include name, title and telephone number.
4. Describe the major business functions or activities of your organization.
5. Provide a complete list of all paratransit operations the firm has had within the last three years. For each organization, please include Agency Name, Contact Person, Phone Number, Address and Years of Experience. *Please note: GO Transit may check references outside of the submitted list below.*
6. Have any of your transportation contracts been canceled or suspended due to inability to comply with the terms of the agreements? If yes, describe why each agreement was canceled or suspended.

**Vehicles & Maintenance:**

1. List the vehicles to be used to provide the service described in this RFP in a table. For **each** vehicle to be used for the proposed services:
  - a. Manufacturer
  - b. Year manufactured
  - c. Type, Make & Model
  - d. Seating Capacity
  - e. Ramp/lift capacity (weight & width)

- f. Number of tie-down areas,
  - g. Mobility Securement Areas (forward or rear facing)
  - h. Type of communication.
2. Describe the vehicle maintenance program to be utilized by your organization. Describe both preventive and corrective maintenance, including activities used to maintain accessibility features. Note which activities are performed directly by your organization and which activities are subcontracted to other organizations.
  3. Describe how the interior and exterior cleanliness of vehicles will be maintained.

**Employees & Training:**

1. Specify your key employee assigned as the main contact and responsible for the administration of this service along with a brief description of his/her background and qualifications. Specify who will serve as a back-up to the key employee with the authority to make binding decisions.
2. Provide the estimated number of employees by job category (driver, dispatcher, mechanic, trainer, supervisor, etc.) that will be utilized to implement this service. Include the functions and responsibilities of each job category.
3. Describe your driver screening and selection policy. What will be the minimum criteria for hiring drivers? What training will be provided to newly hired drivers? What refresher or continual training is provided to existing drivers?
4. How do you limit turnover of employees? What incentives or benefits are provided to employees to reduce turnover and increase job satisfaction?
5. How will the proposer ensure that all personnel (drivers, dispatch, and supervisors) are knowledgeable of the program and uniformly enforcing GO Transit policies?

**Service Delivery:**

1. Please describe the location of resources and facilities to be used under this contract (main office, reservation intake/dispatch, key employee, maintenance, driver training, vehicle storage, etc.).
2. Please describe your ability and capacity to accept calls, receive emails and fax reservations to schedule trips.
3. Describe your plan to provide service in a timely manner and meet the performance standards listed in this RFP.
4. Describe what will be done by your organization to ensure that riders feel comfortable and confident with the service they receive both at the reservation level and at the service level.
5. Please provide specific information on two-way communication equipment to be used (radio make and model).
6. Please outline your company's drug and alcohol program
7. Please outline your company's safety program including, at a minimum, elements regarding safety of employees and passengers.
8. How many dispatchers will be used during peak and non-peak periods?

9. Are the dispatching personnel numbers listed above dedicated to GO Transit services or shared with other operations provided by the proposer? If dispatchers are shared, how is adequate access for GO Transit customers ensured?
10. How will dispatchers become local experts (knowledge of Oshkosh streets, facilities, destinations, etc.)?
11. How many telephone lines will be available to riders?
12. Describe how the proposer will monitor the daily performance of the service and employees to ensure customer satisfaction. Include who will monitor it.
13. It is expected that certain riders will occasionally exhibit some problematic social behavior. Therefore, describe your procedures to handle challenging behaviors exhibited by riders.
14. What assistance would you provide GO Transit to help customers adapt to future service changes (like new service times, fare changes, major policy changes, etc.)?
15. GO Transit desires a contractor that maintains good communication and an effective working relationship with medical and housing facilities, like hospitals, nursing homes and other residential care facilities. What are the unique challenges to serving these facilities and how does your organization maintain an effective working relationship with staff at these facilities? Please explain specifically what your role could be in the process to improve service at these locations.
16. Include a plan outlining a proposed process and timeline for project implementation if awarded this contract. Plan shall include key events and dates, beginning with the Contractor award date of 2026 through the expected service start date of January 1, 2027.
17. Briefly describe any additional information or value-added capabilities that you believe may be relevant to the evaluation of your organization's proposal.

**Data Collection and Technological Capabilities:**

1. Describe your experience using paratransit reservation, scheduling, dispatch, routing, manifest and mobile-data systems.
2. Describe your implementation plan to use GO Transit's required scheduling and dispatch system, including any anticipated transition to a new ITS environment.
3. Describe the proposer's plan to provide, maintain, and support onboard tablets, data plans, mounting equipment, GPS, and other required technology.
4. Describe quality-control procedures for reviewing trip data, invoices, operational reports, and other records before submission to GO Transit.
5. Describe how the proposer will protect personally identifiable information, rider data, medical-related information, payment records, and other confidential City information.
6. Describe any other technology used that will benefit the services described in this RFP.

**COST PROPOSAL FORM**

Cost proposal form and cost adjustment attachments must be in a separate sealed envelope. Label the envelope “Cost Proposal Form.”

Company Name: \_\_\_\_\_

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The Contractor’s proposal is for both the Intracity Oshkosh Paratransit and Rural Program. The contractor is required to provide two different rates. One rate for Paratransit Single ride rates within the City of Oshkosh that would cover the following programs (Dial-a-Ride Ambulatory, Dial-a-Ride Non-Ambulatory, Dial-a-Ride Senior, and Access to Jobs), and one rate that would cover the Rural Programs (Rural Over 60 and Rural Under 60). The proposal prices entered below shall be based on a fixed rate per one way trip. The chart below includes the fixed rate prices for the first year of the contract (1/1/22 – 12/31/22). No adjustments will be made to the year-one per trip rate. The prices quoted in any proposal shall include all terms of items of labor, material, tools, equipment, training, and other costs necessary to fully complete the contract.

Proposed year-one per trip Ride Rate

Intracity Oshkosh Paratransit per ride cost: \$ \_\_\_\_\_

Rural Program per ride cost\$ \_\_\_\_\_

Please list any cost adjustments that would apply to the 2<sup>nd</sup> through 5<sup>th</sup> years of the contract period. Any fuel “escalator” clause included shall be combined with an equal and reciprocal “de-escalator” clause. Attach worksheets or other detail explaining adjustments to cost.

▲ Cost Adjustments:

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

I certify that all the information in this bid for transportation services is true and accurate.

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

Title: \_\_\_\_\_

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

Company Name (bidder/proposer): \_\_\_\_\_

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

**Compliance with Contractor Requirements**

(Bidder/proposer certifies)

The bidder/proposer hereby certifies that it will comply with the contractor requirements issued by GO Transit in this RFP. The bidder or proposer warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (Ö check one):

- A. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with the requirements in all areas. (This means that there are no exceptions to the requirements, no matter how minor. If you have any doubts, check paragraph C or call the procuring agency for assistance.)
- B. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with the requirements in all areas except those where requests for clarification were approved prior to bid submission.
- C. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with the requirements in all areas except those noted on the attached page. The bidder/proposer understands that those exceptions to the specifications may be considered non-responsive, and may be rejected.

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

Title: \_\_\_\_\_

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

Company Name (bidder/proposer): \_\_\_\_\_

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

**Lobbying Certification**

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

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

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

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

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

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

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

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

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

Title: \_\_\_\_\_

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

Company Name (bidder/proposer): \_\_\_\_\_

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

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

2 CFR part 180  
2 CFR part 1200  
2 CFR § 200.213  
2 CFR part 200 Appendix II (I)  
Executive Order 12549  
Executive Order 12689

**Background and Applicability**

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

**Flow Down**

Recipients, contractors, and subcontractors who enter into covered transactions with a participant at the next lower level, must require that participant to: (a) comply with subpart C of 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 1200; and (b) pass the requirement to comply with subpart C of 2 C.F.R. part 180 to each person with whom the participant enters into a covered transaction at the next lower tier.

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

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 the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, 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 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, 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.

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

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

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NON-COLLUSION BIDDING CERTIFICATION**

By submission of this proposal, each Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other proposer or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to opening, directly or indirectly, to any other proposer or to any competitor; and,
3. No attempt has been made or will be made by the Contractor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

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

Title: \_\_\_\_\_

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

Company Name (bidder/proposer): \_\_\_\_\_

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

**CERTIFICATION REGARDING COMPLIANCE WITH FTA REQUIREMENTS**

**49 CFR Part 18**

The Contractor listed below hereby certifies that it 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 Federal Transit Administration (FTA) Master Agreement between the City of Oshkosh/GO Transit and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

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

Title: \_\_\_\_\_

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

Company Name (bidder/proposer): \_\_\_\_\_

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

## Public Safety Assurance

Please provide what additional mitigation efforts and or steps your company will take to ensure your drivers and vehicles will reduce the risk and prevent the spread of infectious diseases.

[illegible]

## Part F - Federal Contract Clauses

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

### NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts: Applicable to all contracts

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: While no specific language is required, FTA has developed the following language.

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 FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

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### 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

Applicability to Contracts: These requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language: These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(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.

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**ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

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 18 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 \$250,000.
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 18 CFR 18.39(i)(11).
7. FTA does not require the inclusion of these requirements in subcontracts.

## REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

|                                                                                      | Operational<br>Service<br>Contract             | Turnkey<br>Contract                                        | Construction<br>Contract                                                      | Arch. or<br>Engineering<br>Contract | Rolling<br>Stock<br>Contract      | Professional<br>Service<br>Contract |
|--------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------|-------------------------------------------------------------------------------|-------------------------------------|-----------------------------------|-------------------------------------|
| <b>State Grantees</b>                                                                |                                                |                                                            |                                                                               |                                     |                                   |                                     |
| <b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b> | None                                           | Those imposed on state pass thru to Contractor             | None                                                                          | None                                | None                              | None                                |
| <b>Contracts above \$100,000/Capital Projects</b>                                    | None unless <sup>1</sup> non-competitive award | Those imposed on state pass thru to contractor             | Yes, if non-competitive award or if funded thru <sup>2</sup> 5307, 5309, 5311 | None unless non-competitive award   | None unless non-competitive award | None unless non-competitive award   |
| <b>Non-State Grantees</b>                                                            |                                                |                                                            |                                                                               |                                     |                                   |                                     |
| <b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b> | Yes                                            | Those imposed on non-state Grantee pass thru to Contractor | Yes                                                                           | Yes                                 | Yes                               | Yes                                 |
| <b>Contracts above \$100,000/Capital Projects</b>                                    | Yes                                            | Those imposed on non-state Grantee pass thru to Contractor | Yes                                                                           | Yes                                 | Yes                               | Yes                                 |

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

**FEDERAL CHANGES**

**2 CFR Part 1201**

Applicability to Contracts: The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language: No specific language is mandated. The following language has been developed by FTA.

Federal Changes - 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 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.

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**CIVIL RIGHTS REQUIREMENTS**

**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.**

Applicability to Contracts: The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

**Civil Rights - The following requirements apply to the underlying contract:**

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.

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#### **ADA ACCESS**

##### **49 USC 531 (d)**

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

##### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

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#### **EQUAL EMPLOYMENT OPPORTUNITY**

##### **41 CFR §60-1.4**

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000).

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,

(c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and

(d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

(a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:

1. Race,
2. Color,
3. Religion,
4. National origin,
5. Disability,
6. Age,
7. Sexual origin,
8. Gender identity, or
9. Status as a parent, and

(b) Affirmative Action. Take affirmative action that includes, but is not limited to:

1. Recruitment advertising, recruitment, and employment,
2. Rates of pay and other forms of compensation,
3. Selection for training, including apprenticeship, and upgrading, and
4. Transfers, demotions, layoffs, and terminations, but

(c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer,” and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

(a) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and

(b) Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note.

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**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**49 CFR Part 26**

Applicability to Contracts: The Disadvantaged Business Enterprise (DBE) program provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.▲

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The DBE program applies to all DOT- assisted contracting activities. A formal clause such as that below **must** be included in all contracts and subcontracts above the micro-purchase level (\$10,000 except for construction contracts over \$2,000).

Clause Language▲

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Each contract the **Recipient** signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following Federal Clause language:

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%. GO Transit has established a 1.11% transit race neutral DBE goal for FFY 2020-2022. A separate contract specific goal has not been established for this procurement.▲

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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 the **Recipient** deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments
- 2) Assessing sanctions
- 3) Liquidated damages, and/or
- 4) Disqualifying the contractor from future bidding as non-responsible

c. The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed in its written documentation of its contract commitment to the **Recipient** unless the contractor obtains written consent from the **Recipient**.

d. The contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBEs as listed in its written documentation of its commitment to the **Recipient** unless the contractor obtains written consent from the **Recipient**.

e. The contractor will be required to report its DBE participation obtained throughout the period of performance.

f. **Prompt Payment** - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than **10** calendar days after the contractor's receipt of payment for that work from the **Recipient**. In addition, the contractor is required to return any retainage payments to those subcontractors within **10** calendar days after incremental acceptance of the subcontractor's work by the **Recipient** and contractor's receipt of the partial

g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the **Recipient** to use a DBE subcontractor (or an approved substitute DBE firm) without the **Recipient's** prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

h. The contractor must promptly notify the **RECIPIENT** 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.

For purposes of this paragraph, good cause includes the following circumstances:

- i. The listed DBE subcontractor fails or refuses to execute a written contract.
- ii. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the

DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.

- iii. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- iv. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- v. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- vi. GO Transit determined that the listed DBE subcontractor is not a responsible contractor;
- vii. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- viii. The listed DBE is ineligible to receive DBE credit for the type of work required;
- ix. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- x. Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

i. 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 GO Transit.

j. Before transmitting to WisDOT its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to WisDOT, of its intent to request to terminate and/or substitute, and the reason for the request.

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#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

##### **FTA Circular 4220.1F**

Applicability to Contracts: The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The incorporation of FTA terms has unlimited flow down.

Model Clause/Language: FTA has developed the following incorporation of terms language:

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 4220.1F 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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#### **TERMINATION**

##### **2 CFR Part 1201**

##### **2 CFR 200**

##### **FTA Circular 4220.1F**

Applicability to Contracts: All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be affected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$250,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down Requirement: The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language: FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

- a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
- b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

- e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

- f. Termination for Default (Supplies and Service) 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, the (Recipient) may terminate this contract for default. The (Recipient) 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 the Recipient.

- g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery 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, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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 the (Recipient).

- h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this

contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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 the Recipient.

j. Termination for Convenience or Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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#### **BREACHES AND DISPUTE RESOLUTION**

##### **2 CFR Part 1201** **FTA Circular 4220.1F**

**Applicability to Contracts:** All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

**Flow Down:** The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - 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 the Recipient. 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 Recipient. 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 Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), 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 therefor 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 (Recipient) 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 the (Recipient) 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 the (Recipient), (Architect) 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.

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#### **ENERGY CONSERVATION REQUIREMENTS**

42 U.S.C. 6321 et seq.  
2 CFR Part 1201

Applicability to Contracts: The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirements: The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language: No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - 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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#### **CLEAN AIR**

42 U.S.C. 7401 et seq  
40 CFR 15.61  
2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

(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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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#### **CLEAN WATER REQUIREMENTS**

##### **33 U.S.C. 1251**

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (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 \$50,000 financed in whole or in part with Federal assistance provided by FTA.

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#### **TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS**

##### **49 U.S.C. § 5310, § 5311, and § 5333 29 CFR Part 215**

Applicability to Contracts: The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirement: These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language: Since no mandatory language is specified, FTA had developed the following language. Transit Employee Protective Provisions. (1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification

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to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas

- If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

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**CHARTER BUS REQUIREMENTS**

**49 U.S.C. 5323(d)**  
**49 CFR Part 604**

Applicability to Contracts

The Charter Bus requirements apply to the following type of contract: Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirements: The Charter Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

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

**SCHOOL BUS REQUIREMENTS**

**49 U.S.C. 5323(f)**  
**49 CFR Part 605**

Applicability to Contracts: The School Bus requirements apply to the following type of contract: Operational Service Contracts.

Flow Down Requirements: The School Bus requirements flow down from FTA recipients and subrecipients to first tier service contractors.

Model Clause/Language: The relevant statutes and regulations do not mandate any specific clause or language. The following clause has been developed by FTA.

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

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**DRUG AND ALCOHOL TESTING**

**49 U.S.C. §5331**  
**49 CFR Part 655**

Applicability to Contracts: The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases, except for construction contracts over \$2,000.

Flow Down Requirements: Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with FTA regulation 49 CFR 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol testing Programs".

Explanation of Model Clause/Language

Federal regulations 49 CFR 655 includes the following elements. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with 49 CFR Part 655. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

Explanation of Model Contract Clauses

Drug and Alcohol Testing

The contractor agrees to:

- (a) Establish and implement a drug and alcohol testing program that complies with Federal Transit Administration (FTA) regulation, 49 CFR Part 655 "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" and US DOT regulation, 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Program".
- (b) Participate in the Drug and Alcohol Testing Consortium administered by WisDOT's approved Third Party Administrator that complies with 49 CFR Part 655.
- (c) Provide documentation and reports necessary to establish its compliance with Part 655, as amended, and permit any authorized representative of the United States Department of Transportation or its operating administrations and/or the State of Wisconsin, Department of Transportation or its authorized agents, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and review the testing process.

(d) \_\_\_\_\_

**(e) RECYCLED PRODUCTS**

**(f) 42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873**

- (g) Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.
- (h) Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.
- (i) Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.
- (j) Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.
- (k) Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(l) \_\_\_\_\_

**(m) ADA ACCESS**

**(n) 49 USC 531 (d)**

- (o) Applicability to Contracts: The ADA Access Requirements apply to all contracts.

- (p) Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.
- (q) Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.
- (r) Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.
- (s) **Access Requirements for Persons with Disabilities**
- (t) Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

(u) \_\_\_\_\_

(v) **SAFE OPERATION OF MOTOR VEHICLES**

(w) 23 U.S.C. part 402

(x) Executive Order No. 13043

(y) Executive Order No. 13513

(z) U.S. DOT Order No. 3902.10

(aa) **Applicability to Contracts**

- (bb) The Safe Operation of Motor Vehicles requirements apply to all federally funded third party contracts. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project. Additionally, recipients are required by FTA to include a Distracted Driving clause that addresses distracted driving, including text messaging in each of its third party agreements supported with Federal assistance.
- (cc) Flow Down Requirements: The Safe Operation of Motor Vehicles requirements flow down to all third party contractors at every tier.
- (dd) Model Clause/Language: There is no required language for the Safe Operation of Motor Vehicles clause. Recipients can draw on the following language for inclusion in their federally funded procurements.
- (ee) **Safe Operation of Motor Vehicles Requirements** -
- (ff) Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.
- (gg) Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.



## Part G – City of Oshkosh Standard Terms and Conditions



### CITY OF OSHKOSH

#### STANDARD TERMS AND CONDITIONS

(Request for Bids/Proposals)

- 1) **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The City of Oshkosh shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2) **DEVIATIONS AND EXCEPTIONS:** The bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable. Specific product types or manufacturers identified in specifications shall be interpreted to require bidding of those exact types and manufacturers. Specifications which allow for bids/quotes with "equal" materials must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is a sufficient alternate to the specification requirement. Failure to provide product information will result in disqualification of such requests.
- 3) **QUANTITIES:** The quantities shown on this request are based on estimated needs. The city reserves the right to increase or decrease quantities to meet actual needs.
- 4) **DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 5) **ACCEPTANCE-REJECTION:** The City of Oshkosh reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the city. Only proposals which are made out on the bid/proposal form attached hereto will be considered. All bid/proposals forms must be completed in full compliance as specified. Failure to complete bid/proposals forms may result in disqualification and considered non-responsive.
- 6) **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

7) **GUARANTEED DELIVERY:** The contractor shall strictly adhere to delivery schedules as specified by the City and to promptly replace rejected or defective materials. The City retains the right to procure materials on its own when the Contractor's materials are not delivered, or replaced if necessary, according to the City's schedule. Contractor's failure to deliver, or replace when applicable, materials as required shall result in the contractor's liability for all costs in excess of the contract price when the City is required to procure materials necessary due to Contractor's failure to act. The City's excess costs shall also include the administrative costs.

8) **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

9) **APPLICABLE LAW:** This Contract shall be governed under the laws of the State of Wisconsin, and all disputes shall be resolved in the state or federal court jurisdiction within which Oshkosh, Wisconsin is located. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The City of Oshkosh reserves the right to cancel any contract with a federally debarred contractor or a contractor which is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

10) **STANDARD PROVISIONS:** The Contractor agrees in all hiring or employment made possible by or resulting from this agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11) **SAFETY REQUIREMENTS:** Contractor must follow all applicable federal, state and local standards.

12) **SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Safety Data Sheet for each item with the shipped container(s).

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

14) **PRICING:** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price; the unit price shall govern in the bid/proposal evaluation and contract administration. If the bid/quote clearly involves the City's desire to purchase a product or products, then all prices shall exclude any Federal Excise Tax or State of Wisconsin Sales Tax as the City of Oshkosh is exempt from such taxes and will furnish an exemption certificate, if requested by the successful bidder. If the bid/quote is for the purpose of completing a project involving both labor and

materials, then the Contractor/Consultant, and not the City, will be purchasing the material directly and the bid/quote must include all material costs, including without limitation, taxes. If the bidder is eligible to provide tax exempt building materials pursuant to state law, all verification must be submitted with their bid or quote.

15) WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt, or the manufacturer's warranty, whichever is longer. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

12/19

**Part H – Sample Contract with Awarded Contractor**



**SAMPLE  
CONTRACTOR AGREEMENT:  
PROJECT NAME  
CITY OF OSHKOSH**

THIS AGREEMENT, made on the XX<sup>th</sup> day of MONTH, YEAR, by and between the CITY OF OSHKOSH, party of the first part, hereinafter referred to as CITY, and CONTRACTOR NAME, ADDRESS, CITY, ZIP, STATE, hereinafter referred to as the CONTRACTOR,

WITNESSETH:

That the City and the Contractor, for the consideration hereinafter named, enter into the following agreement. The Contractor's proposal is attached hereto and reflects the agreement of the parties except where it conflicts with this agreement, in which case this agreement shall prevail.

**ARTICLE I. COMPONENT PARTS OF THE 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:

- A. This Instrument
- B. Proposal Solicitation
- C. Contractor's Proposal

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.

**ARTICLE II. PROJECT MANAGER**

- A. Assignment of Project Manager. The Contractor shall assign the following individual to manage the project described in this contract:

(NAME, CONTRACTOR FIRM, TITLE)

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

ARTICLE III. CITY REPRESENTATIVE

The City shall assign the following individual to manage the project described in this contract:

(NAME, TITLE)

ARTICLE IV. SCOPE OF WORK

The Contractor shall provide the services described in the City's (INVITATION FOR BID OR REQUEST FOR QUOTATION) for the Project titled "PROJECT TITLE" dated MONTH, DATE, YEAR, and the contractor's bid form and materials attached as Exhibit A. If anything in the Bid Form conflicts with the Bid Specifications, the provisions in the Bid Specifications shall govern.

The Contractor may provide additional products and/or services if such products/services are requested in writing by the Authorized Representative of the City.

ARTICLE V. CITY RESPONSIBILITIES

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

To prevent any unreasonable delay in the Contractor's work the City will examine all reports and other documents and will make any authorizations necessary to proceed with work within a reasonable time period.

ARTICLE VI. TIME OF COMPLETION

The work to be performed under this contract shall be completed by no later than MONTH, DATE, YEAR

OR:

The work to be performed under this contract shall be completed within XX days of the purchase order issued for this project.

Any changes to this completion date must be agreed upon by both parties in writing.

ARTICLE VII. PAYMENT

- A. The Contract Sum. The City shall pay to the Contractor for the performance of the contract the sum of \$XX,XXX.00 adjusted by any changes hereafter mutually agreed upon in writing by the parties hereto.
- B. Fee schedules shall be firm for the duration of this Agreement.
  - i. Method of Payment. The Contractor shall submit itemized monthly statements for services. The City shall pay the Contractor within 30 calendar days after receipt of such statement. If any statement amount is disputed, the City may withhold payment of such amount and shall provide to Contractor a statement as to the reason(s) for withholding payment.
  - ii. Additional Costs. Costs for additional services shall be negotiated and set forth in a written amendment to this agreement executed by both parties prior to proceeding with the work covered under the subject amendment.

ARTICLE VIII. STANDARD PROVISIONS

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

ARTICLE IX. CONTRACTOR TO HOLD CITY HARMLESS

The Contractor covenants and agrees to protect and hold the City of Oshkosh harmless against all actions, claims and demands of any kind or character whatsoever which may in any way be caused by or result from the intentional or negligent acts of the Contractor, his agents or assigns, his employees or his subcontractors related however remotely to the performance of this Contract or be caused or result from any violation of any law or administrative regulation, and shall indemnify or refund to the City all sums including court costs, attorney fees and punitive damages which the City may be obliged or adjudged to pay on any such claims or demands within thirty (30) days of the date of the City's written demand for indemnification or refund.

#### ARTICLE X. INSURANCE

The Contractor shall provide insurance for this project that includes the City of Oshkosh as an additional insured. The contractor's certificate of insurance for this project is attached as Exhibit B.

#### ARTICLE XI. TERMINATION

- C. For Cause. If the Contractor shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the City shall have the right to terminate this Agreement by written notice to the Contractor. In this event, the Contractor shall be entitled to compensation for any satisfactory, usable work completed.
- D. For Convenience. The City may terminate this contract at any time by giving written notice to the Contractor no later than 10 calendar days before the termination date. If the City terminates under this paragraph, then the Contractor shall be entitled to compensation for any satisfactory work performed to the date of termination.

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

In the Presence of:

CONTRACTOR /CONSULTANT

2027-2030 Paratransit Services RFP – City of Oshkosh

\_\_\_\_\_  
(Seal of Contractor if a Corporation)

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

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

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

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

CITY OF OSHKOSH

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

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

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

And: \_\_\_\_\_  
Pamela R. Ubrig, City Clerk

APPROVED:

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

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

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

Appendix 1 – GO Transit Drug & Alcohol Policy



## Drug and Alcohol Policy

Effective as of 12/1/2025

Adopted by: GO Transit Safety Event Review Board and City of Oshkosh

Date Adopted: 11/18/2025

Last Revised: 11/18/2025

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## Statement of Policy

GO Transit recognizes that the use and/or abuse of alcohol or controlled substances by

drivers of commercial motor vehicles present a serious threat to the safety and health of the driver and the general public. It is the policy of GO Transit that its drivers should be free of drugs and alcohol. In order to further GO Transit's goal of obtaining a drug-free and alcohol-free

transportation system, and to come into compliance with the Omnibus Transportation Employee

Testing Act of 1991, GO Transit has implemented a drug and alcohol testing program which is designed to help reduce and avoid traffic accidents and injuries to GO Transit's employees and the public, to discourage substance and alcohol abuse, and to reduce absenteeism, accidents, health care costs, and other drug and alcohol-related problems.

## Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website

<http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated, but reflect GO Transit's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

**All GO Transit employees are subject to the provisions of the Drug-Free Workplace Act of 1988.**

**The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify GO Transit's Operations Supervisor in writing no later than five days after such conviction.**

**Employees must abide by the terms of this policy as a condition of employment.**

## Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

## Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

## Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

## Circumstances for Testing

### Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

### Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when GO Transit has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

### Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

#### Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by GO Transit using the best information available at the time of the decision, will be tested.

#### Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by GO Transit using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

#### Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at [www.transportation.gov/odapc/random-testing-rates](http://www.transportation.gov/odapc/random-testing-rates).

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

#### Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), complete a SAP-required program of education and/or treatment, and provide a negative return-to-duty drug test result and/or an alcohol test result of less than 0.02. Any return-to-duty drug testing will be directly observed. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

#### Follow-up Testing

Employees returning to safety-sensitive duty following a return-to-duty test will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP.

A covered employee may only be subject to follow-up alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be subject to follow-up drug testing anytime while on duty. All follow-up drug tests will be directly observed. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

## Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

### Dilute Urine Specimen

If there is a negative dilute test result, GO Transit will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

### Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. GO Transit guarantees that the split specimen test will be conducted in a timely fashion.

## Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by GO Transit.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (5) Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
- (6) Fail or decline to take a second drug test as directed by the collector or GO Transit.
- (7) Fail to undergo a medical evaluation as required by the MRO or GO Transit's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed urine drug test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and provided with contact information for SAPs.

## Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the GO Transit Operations Supervisor, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

## Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to the GO Transit Operations Supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

## Confidentiality of Records

GO Transit respects the confidentiality and privacy rights of all of its employees.

Accordingly, the results of any test administered under this Policy and the identity of any employee participating in GO Transit's EAP or other assessment or treatment program will not be revealed by GO Transit to anyone except as required by law. GO Transit will release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, GO Transit will ensure that any lab or agency used to conduct testing under this Policy will maintain the confidentiality of employee test records. However, the lab or testing agency will disclose information related to a positive drug or alcohol test of an individual to GO Transit. GO Transit may disclose this information to the employee or to the decision maker in a lawsuit, grievance, or other proceeding by or on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders or subpoenas.

The medical review officer (MRO) will not reveal individual test results to anyone except GO Transit, unless the MRO has been presented with a written authorization from the tested employee. The MRO may reveal to GO Transit relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for a controlled substance. GO Transit may disclose this information to the employee or to the

decision maker in a lawsuit, grievance or other proceeding on behalf of the individual which arises from any action taken in response to a positive drug or alcohol test; or as required by law, including court orders or subpoenas; or upon the tested employee's written authorization and consent.

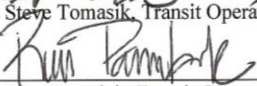
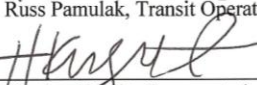
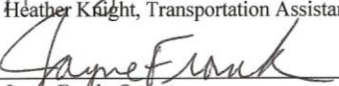
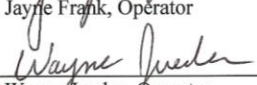
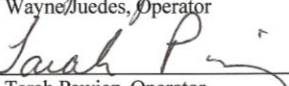
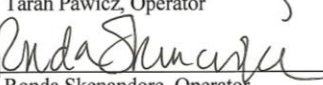
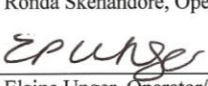
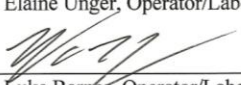
All records related to drug and alcohol tests of individual employees will be maintained in individual files separate from the employee's personnel file. These records will be stored in a locked cabinet and access will only be allowed to those employees who have a legitimate need to review the records of a particular employee.

## Contact Person

For questions about GO Transit's anti-drug and alcohol misuse program, contact **GO Transit's Operations Supervisor at 920-232-5340**.

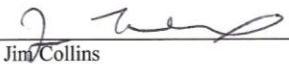
## O Transit Drug and Alcohol Approval and Adoption

GO Transit's Drugs and Alcohol Policy has been reviewed and adopted by the Safety Event Review Board on November 18, 2025 and the following City officials.

| Safety Event Review Board                                                                                                        |                    |
|----------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <br>Steve Tomasik, Transit Operations Manager   | 11/18/25<br>Date   |
| <br>Russ Pamulak, Transit Operations Supervisor | 11/18/25<br>Date   |
| <br>Heather Knight, Transportation Assistant    | 11/18/25<br>Date   |
| <br>Jayne Frank, Operator                       | 11-21-25<br>Date   |
| <br>Wayne Juedes, Operator                     | 11-21-2025<br>Date |
| <br>Tarah Pawicz, Operator                    | 11-21-2025<br>Date |
| <br>Ronda Skenandore, Operator                | 11/21/2025<br>Date |
| <br>Elaine Unger, Operator/Laborer            | 11/18/25<br>Date   |
| <br>Luke Barnes, Operator/Laborer             | 11/18/25<br>Date   |

  
John Fitzpatrick  
Assistant City Manager/Director of  
Administrative Services

11/25/25  
Date

  
Jim Collins  
Director of Transportation

11-21-2025  
Date

## Attachment A: Covered Positions

### **GO Transit Covered Positions by Job Title**

- Transit Operations Supervisor
- Maintenance Manager
- Transit Operator
- Operator/Laborer
- Operator/Sign
- Lead Transit Mechanic
- Transit Mechanic
- Transit Laborer
- Shop Laborer
- Any other safety sensitive position as defined under “Covered Positions” on page 3

### **Paratransit Contractor Covered Positions by Job Title**

- General Manager
- Mechanic
- Driver
- Dispatcher
- Lead Dispatcher
- Any other safety sensitive position as defined under “Covered Positions” on page 3

Appendix 2 – City of Oshkosh Insurance Requirements



*Insurance Requirements for the  
City of Oshkosh*

Revised: December 20, 2018

Revised: May 12, 2014

Revised: April 14, 2014

Revised: October 23, 2013

Revised: July 16, 2012

Revised: May 25, 2012

Revised: May 9, 2012

Revised: December 21, 2011

Revised: March 31, 2011

Original: January 14, 2011

**City of Oshkosh**

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## Insurance Requirements

### INTRODUCTION

It is important that the City of Oshkosh is adequately protected from loss due to the negligence of others (contractors, suppliers, vendors, etc.) who are working for, with, or on behalf of the City of Oshkosh. To help achieve this goal, the City of Oshkosh requires that other parties carry a certain level of insurance that will protect, defend and indemnify the City from losses arising out of their activities or from their products.

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The following standards have been established to help provide direction and consistency for City of Oshkosh Departments. Until the appropriate certificate of insurance verifying the required coverage is obtained, the City of Oshkosh will NOT be issuing a license, permit or entering into a contract.

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Insurance requirements for jobs or activities such as asbestos abatement, pollution clean up, oil recycling, hazardous waste removal, or any new contract or activity where it is not clear what level of insurance should be required will be determined by the City Attorney and the Safety & Risk Management Officer.

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The City Attorney and/or the Safety & Risk Management Officer are responsible for the review of all certificates of insurance to determine if they meet the insurance requirements.

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There may be times when an organization or contractor cannot meet the insurance requirements. Any significant variance from the standards must be authorized by the City Attorney and/or the Safety & Risk Management Officer.

**CITY OF OSHKOSH**  
**INSURANCE REQUIREMENTS**

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**II. CONTRACTOR'S INSURANCE WITHOUT PROPERTY INSURANCE REQUIREMENTS**

The Contractor shall not commence work on contract until proof of insurance required has been provided to the applicable City department before the contract or purchase order is considered for approval by the City.

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It is hereby agreed and understood that the insurance required by the City of Oshkosh is primary coverage and that any insurance or self-insurance maintained by the City of Oshkosh, 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.

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**1. INSURANCE REQUIREMENTS FOR CONTRACTOR— LIABILITY, BONDS & PROPERTY**

- A. 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:
- |                                                                                          |             |
|------------------------------------------------------------------------------------------|-------------|
| 1. Each Occurrence limit                                                                 | \$1,000,000 |
| 2. Personal and Advertising Injury limit                                                 | \$1,000,000 |
| 3. General aggregate limit (other than Products–Completed Operations) <b>per project</b> | \$2,000,000 |
| 4. Products–Completed Operations aggregate                                               | \$2,000,000 |
| 5. Fire Damage limit — any one fire                                                      | \$50,000    |
| 6. Medical Expense limit — any one person                                                | \$5,000     |
7. Watercraft Liability, (Protection & Indemnity coverage)“if” the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
8. Products – Completed Operations coverage must be carried for two years after acceptance of completed work.
- B. 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.
- C. 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.
- D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Automobile Liability and Employers

Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.

- E. Aircraft Liability, "if" the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- F. Builder's Risk / Installation Floater / Contractor's Equipment or Property - The contractor is responsible for loss and coverage for these exposures. City of Oshkosh 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.
- G. Also, see requirements under Section 3.
- H. Bond Requirements

**THE CITY OF OSHKOSH IS WAIVING THE BOND REQUIREMENTS FOR THIS PROPOSAL.**

1. Bid Bond. Bids that are \$25,000 or greater will require the contractor to provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.

2. Payment and Performance Bond. If awarded the contract, bids that are \$25,000 or greater will require the contractor to 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. The City may, at its discretion, require bonds for certain contracts with amounts less than \$25,000.

3. 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.

**2. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR**

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

**3. APPLICABLE TO CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. 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.
- B. Additional Insured Requirements – The following must be named as **additional insureds** on all Liability Policies for liability arising out of project work - **City of Oshkosh, 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 or its equivalent and also include Products – Completed Operations ISO form CG 20 37 07 04 or its equivalent for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.**
- C. Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. 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 Clerk – City of Oshkosh.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|          |                                                                                                 |                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                    |
|----------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER | <i>Insurance Agency contact information, including street address and PO Box if applicable.</i> | CONTACT NAME:<br>PHONE (A/C. No. Ext.):<br>E-MAIL ADDRESS:<br>INSURER(S) AFFORDING COVERAGE<br>INSURER A: ABC Insurance Company<br>INSURER B: XYZ Insurance Company<br>INSURER C: LMN Insurance Company<br>INSURER D:<br>INSURER E:<br>INSURER F: | <i>Insurance Agent's contact information.</i><br>FAX (A/C. No.):<br>NAIC #<br>NAIC #<br>NAIC #<br><i>Insurer(s) must have a minimum A.M. Best rating of A- and a Financial Performance Rating of VI or better.</i> |
| INSURED  | <i>Insured's contact information, including name, address and phone number.</i>                 |                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                    |

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                        | ADDITIONAL INSURER                       | SUBROGATION                               | POLICY NUMBER                             | POLICY EFF (MM/DD/YYYY)                      | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                 |
|----------|----------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------|----------------------------------------------|-------------------------|----------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY                                                                                        | <input checked="" type="checkbox"/>      | <input type="checkbox"/>                  | <i>General Liability Policy Number</i>    | <i>Policy effective and expiration date.</i> |                         | EACH OCCURRENCE                                                                        |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                                         |                                          | DAMAGE TO RENTED PREMISES (Ea occurrence) |                                           |                                              |                         |                                                                                        |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                           |                                          | MED EXP (Any one person)                  |                                           |                                              |                         |                                                                                        |
|          | <input type="checkbox"/> ISO FORM CG 20 37 OR EQUIVALENT                                                 |                                          | PERSONAL & ADV INJURY                     |                                           |                                              |                         |                                                                                        |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                       |                                          |                                           |                                           |                                              |                         | GENERAL AGGREGATE                                                                      |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                                          |                                           |                                           |                                              |                         | PRODUCTS - COMPIOP AGG                                                                 |
| B        | AUTOMOBILE LIABILITY                                                                                     | <input checked="" type="checkbox"/>      | <input type="checkbox"/>                  | <i>Auto Liability Policy Number</i>       | <i>Policy effective and expiration date.</i> |                         | COMBINED SINGLE LIMIT (Ea accident)                                                    |
|          | <input checked="" type="checkbox"/> ANY AUTO                                                             |                                          | BODILY INJURY (Per person)                |                                           |                                              |                         |                                                                                        |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                                 | <input type="checkbox"/> SCHEDULED AUTOS | BODILY INJURY (Per accident)              |                                           |                                              |                         |                                                                                        |
|          | <input type="checkbox"/> HIRED AUTOS                                                                     | <input type="checkbox"/> NON-OWNED AUTOS | PROPERTY DAMAGE (Per accident)            |                                           |                                              |                         |                                                                                        |
|          |                                                                                                          |                                          |                                           |                                           |                                              |                         |                                                                                        |
| A        | UMBRELLA LIAB                                                                                            | <input checked="" type="checkbox"/>      | <input type="checkbox"/>                  | <i>Umbrella Liability Policy Number</i>   | <i>Policy effective and expiration date.</i> |                         | EACH OCCURRENCE                                                                        |
|          | <input type="checkbox"/> EXCESS LIAB                                                                     | <input type="checkbox"/> CLAIMS-MADE     | AGGREGATE                                 |                                           |                                              |                         |                                                                                        |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000                      |                                          |                                           |                                           |                                              |                         |                                                                                        |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                            | <input type="checkbox"/>                 | <input type="checkbox"/>                  | <i>Workers Compensation Policy Number</i> | <i>Policy effective and expiration date.</i> |                         | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N                                           |                                          | E.L. EACH ACCIDENT                        |                                           |                                              |                         |                                                                                        |
|          | (Mandatory in NH) N                                                                                      |                                          | E.L. DISEASE - EA EMPLOYEE                |                                           |                                              |                         |                                                                                        |
|          | DESCRIPTION OF OPERATIONS below                                                                          |                                          | E.L. DISEASE - POLICY LIMIT               |                                           |                                              |                         |                                                                                        |
|          |                                                                                                          |                                          |                                           |                                           |                                              |                         |                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insureds per attached endorsements.

Certificates of Insurance acceptable to the City of Oshkosh shall be submitted prior to commencement of the work to the applicable City department. 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 Clerk - City of Oshkosh.

### CERTIFICATE HOLDER

### CANCELLATION

City of Oshkosh, Attn: City Clerk  
215 Church Avenue  
PO Box 1130  
Oshkosh, WI 54903-1130

**Insurance Standard II**  
**SAMPLE CERTIFICATE**  
Please indicate somewhere on this certificate, the contract or project # this certificate is for.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: Policy #

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

| Name Of Additional Insured Person(s)<br>Or Organization(s):                                            | Location And Description Of Completed Operations |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| As required by contract                                                                                | Any and all job sites                            |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                  |

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**Insurance Standard II**  
**SAMPLE CERTIFICATE**  
Please indicate somewhere on this  
certificate, the contract or project #  
this certificate is for.

### Appendix 3 – GO Connect Red Zone Maps

