

**City of Janesville, Janesville Transit System**  
**Lawn Care and Grounds Maintenance IFB**  
**JTS-IFB-2023-2**



**February 2, 2023**  
**101 Black Bridge Road**  
**Janesville, Wisconsin 53545**

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## Introduction

1. The City of Janesville ( "CoJ") is issuing this Invitation for Bid ( "IFB") to select a firm to provide lawn care and grounds maintenance services for the Janesville Transit System ("JTS") Transit Services Center ("TSC").
2. The JTS is a public transit system owned and operated by the CoJ as a division of the CoJ's local, municipal government. The JTS is operated out of the TSC located at 101 Black Bridge Road in Janesville, WI 53545. The successful bidder shall provide lawn care and grounds maintenance services for the TSC.

## General Bid Conditions

1. Notwithstanding any other provision set forth in this IFB, all bidders are hereby specifically advised that this IFB is a solicitation only. Bids must set forth full, accurate, and complete information as required by the IFB.
2. Responses to this IFB shall be made according to the specifications and instructions contained herein. Failure to adhere to these instructions may be cause for rejection of any bid.
3. Bidders shall understand and agree that submission of a bid will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained within this IFB. This IFB, as well as any and all parts of the submitted bid, may become part of any subsequent contract between the successful bidder and the CoJ.
4. False, incomplete, or unresponsive statements in connection with a bid may be sufficient cause for rejection of the bid. The evaluation and determination of the fulfillment of the above requirements vests solely with the CoJ whose judgment shall be deemed final.
5. Bidders understand that any bid documentation submitted to the CoJ shall become the property of the CoJ and shall become subject to the CoJ's and Wisconsin's Public Records laws and policies.

## Timeline

### **IFB Issuance – Thursday, February 2, 2023**

**Opportunity to View Property (optional) – Wednesday, February 8, 2023** at the TSC, 101 Black Bridge Road, Janesville, WI 53545 – On this date interested bidders may view the TSC property. Interested bidders shall meet in the lobby of the Transit Services Center at 10am; a tour of the lawn and grounds will begin at 10:05am.

**Question Submittal Deadline – Friday, February 10, 2023-** On this date, any and all questions, requests for an interpretation or clarification of, or addenda to this IFB must be submitted in writing.

**Addenda Posted – Wednesday, February 15, 2023** - On this date, the CoJ will post responses to pertinent requests for interpretation or clarification of, or addenda to this IFB.

**Bid Submittal Period Begins – Wednesday, February 15, 2023** - On this date, the CoJ will begin accepting bids. Any bid submitted prior to this date shall not be considered by the CoJ.

**Bid Submittal Deadline – Wednesday, February 22, 2023 at 12PM Noon** - Prior to this time & date, all bids must be submitted. Any bid submitted after this deadline shall be considered late and shall be rejected.

**Bid Opening – Wednesday, February 22, 2023 at 12:01PM** - The bid opening shall take place in the public lobby at the TSC located at 101 Black Bridge Road, Janesville, WI 53545.

**Execute Contract – week of March 6, 2023 (approximate)**

**Start of Contract - April 1, 2023**

## **Bid Submission**

Bids shall be submitted in two (2) separate Volumes. Each Volume shall be marked as specified below:

Volume 1: "JTS IFB 2023-2– PRICING"

- Hard Copy: Volume 1 shall include One (1) original of completed Appendix B: Bid Price Form (an Electronic version shall not be sent)

Volume 2: "JTS IFB 2023-2–FORMS"

- Hard Copy: One (1) original; one-sided, no staples or permanent binding. Volume 2 shall include all submitted Appendix A forms.
- Electronic Copy: One (1) electronic copy of the completed Appendix A forms on flash drive.

Bids in response to this IFB shall be considered received when both Volumes have been received by the Transit Director by the submission deadline date and time. Bids shall be delivered to:

Janesville Transit System  
Attention: Rebecca Smith  
101 Black Bridge Road  
Janesville, WI 53545

All bids must be received by the CoJ JTS at the TSC office as listed above. Bids received after the specified date and time shall be considered late and will not be considered for evaluation or award.

Each bid submitted shall include all pertinent information, documents, and forms (Appendix A and Appendix B).

Each bid shall include the bidding firm's name, physical address, printed name, and title of authorized agent(s) submitting the bid, email address, phone number, and signature of authorized agent(s).

Each bid should include the address to which payment should be mailed, if that address differs from the bidder's physical address.

### **Clarification and Amendment Process**

1. A bidder may submit to the CoJ a written request for an interpretation or clarification of, or addenda to, this IFB. Such requests shall be sent via email to Rebecca Smith at [smithr@ci.janesville.wi.us](mailto:smithr@ci.janesville.wi.us).
2. The CoJ will review and prepare a written response to each request made by a bidder pursuant to this section. Responses may be shared with other bidders if addenda are necessary. The CoJ's written determination will be posted on the CoJ website. An email notification will be sent to all bidders when the responses have been posted.
3. The CoJ reserves the right to make modifications or addenda to this IFB. If the CoJ determines it is appropriate to revise any portion of this IFB, either at the request of a bidder or upon the CoJ's own initiative, the CoJ will issue, and make available to all prospective bidders, a written addendum setting forth this revision. Bidders shall acknowledge receipt of addenda by written notice thereof returned to the CoJ as a component of the Bid. The addenda acknowledgement form named FORM F: ACKNOWLEDGEMENT OF ADDENDA can be found in Appendix A. Without the acknowledgement of any addenda, bids will not be considered. Where addenda require changes in the service to be performed, the date set for receipt of bids may be postponed by such number of days as the CoJ determines appropriate in order to enable prospective bidders to revise bids.
4. The CoJ is not bound by any oral interpretations, clarifications, or changes made to this IFB by any city employee. Any clarification or change to the IFB must be provided in writing, pursuant to this section.

### **Terms of Contract**

1. The term of the contract shall be for a three (3) year period commencing on April 1, 2023 and expiring on March 31, 2026
2. The CoJ shall have the option to extend the contract for two (2) additional one (1) year periods commencing on the day after the initial term expires or the day after the preceding one year option expires.
3. The contract shall automatically extend into each one (1) year option unless the CoJ notifies the successful bidder, in writing, thirty (30) calendar days prior to the expiration of the initial and/or succeeding contract option period.

### **Incurring Costs and Right to Cancel**

1. The CoJ shall not be responsible for any expenses incurred by any vendor in the development of a response to this IFB, including, but not limited, to any

supplemental information provided, submitted, or given to the CoJ and/or any of its representatives.

2. The CoJ reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement.

### **Bid Rejection and Withdrawal**

1. The CoJ reserves the right within its sole discretion and with or without cause to accept or reject any and all bids submitted in response to the IFB, or refuse to enter into any contract resulting from any bid submitted, without expense to the CoJ.
2. The bidder, or an authorized representative, may, prior to the date and time set as the deadline for receipt of bids, modify or withdraw a bid in person or by written, telegraphic, or electronic notice.
3. After the bid receipt deadline, bids may not be withdrawn without written approval of or from the CoJ.

### **Bid Acceptance**

1. Each bid shall be submitted with the understanding that the CoJ intends to enter into a service agreement with the lowest cost responsive and responsible bidder.
2. The CoJ intends to evaluate each bid based upon completed certification forms (Appendix A), and the information received in the bid price form (Appendix B).
3. The CoJ will use a predetermined formula based upon the annual anticipated usage of each line item in the bid price form to calculate the lowest bid.
4. The Appendix B: Bid Price Form must include all pricing elements.
5. Upon acceptance of the bid, the CoJ and the successful bidder shall promptly execute the final contract documents. The written contract shall bind the successful bidder to perform the lawn and grounds maintenance service at the price stated in the bid and in accordance with all other terms and conditions stated in this IFB.
6. Any contract resulting from this solicitation shall contain the terms and conditions included in this IFB, any addenda to this IFB, and the successful bid.

### **Single Bid Response**

If only one bid is received in response to this IFB, the CoJ may request information from the bidder to enable the CoJ to perform a cost/price analysis, evaluation, and/or audit in order to determine if the bid price is fair and reasonable. This may include, but not is limited to, labor rates, costs of services, and a reasonable profit.

### **Protest Procedures**

1. A protest which is submitted by a party which is not an interested party or which is not in accordance with the procedures outlined in this section will not be considered by the CoJ and will be returned to the submitting party without any further action by the CoJ.

2. Protests of an interested party regarding the procurement actions of the CoJ must be considered and determined in accordance with the following procedures.
3. Any interested party may file a protest with the CoJ upon one or more of the following grounds:
  - The CoJ has failed to comply with applicable Federal or State law;
  - The CoJ has failed to comply with its procurement procedures;
  - The CoJ has failed to comply with the terms of this solicitation.
  - The CoJ has issued improperly restrictive or discriminatory specifications.
4. A protest must be submitted in writing by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests will not be accepted. Protests must include all of the following elements:
  - The name and address of the protesting party, and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
  - Identity of the contact person for the protestor, including name, title, address, telephone number, fax number, and email addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party;
  - Identification of the procurement;
  - A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
  - Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
  - A complete discussion of the basis for the protest, including all supporting facts, documents, and data.;
  - A statement of the specific relief requested; and
  - Any relevant supporting documentation the protesting party desires the CoJ to consider in making its decision.
5. All protests must be received between the hours of 8:00 AM and 4:30 PM, Monday through Friday. Protests shall be submitted to:

City of Janesville  
City Hall 1st Floor  
Director of Neighborhood and Community Services  
18 N. Jackson Street, Janesville, WI 53546 (street)  
PO Box 5005, Janesville WI 53547-5005 (mailing)
6. The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced by an appropriate link. If the protest is incomplete or the protestor omits required information, the CoJ shall not consider the protest.



## Timing Requirements and Categories of Protests

The CoJ shall consider the following categories of protests within the time period set forth in each category:

### **Protests regarding solicitation process:**

Any protest alleging improprieties in the solicitation process or in solicitation documents must be filed no later than ten (10) days after the publication of the IFB in order to be considered by the CoJ. Any protest based on such grounds filed after that date shall not be considered by the CoJ.

### **Protests regarding bid evaluation or contract award:**

Any protest regarding the evaluation of bids by the CoJ, or improprieties involving the approval or award or proposed approval or award of the contract, must be filed with the CoJ no later than ten (10) days after the grounds for protest should have reasonably been known to the protestor, but in no event later than five (5) days after the contract has been awarded by the CoJ. Any protest filed after such date which raises issues regarding the bid evaluation or the contract approval or award will not be considered by the CoJ.

## Protest Review

1. The CoJ shall notify the protestor of timely receipt of a protest whether the protest is being considered.
2. Upon receipt of the protest the protest reviewer shall notify all parties involved in the procurement.
3. In the notification, the CoJ will inform the protestor of any additional information required for evaluation of the protest and set a time deadline for submittal of such information. If the CoJ requests additional information and it is not submitted by the stated deadline, the CoJ may either review the protest on the information before it, or decline to take further action on the protest.
4. At its discretion, the CoJ may permit any party involved in the protest to submit information to the CoJ regarding the merits of the protest. The CoJ shall set a time deadline for the submittal of such comments, which shall be no less than five (5) days after notification of the protest.
5. The CoJ may, in its sole discretion, hold an informal conference to review the merits of the issues raised by the protest. All interested parties will be invited to participate in the conference. Any information provided at the conference shall only be considered by the CoJ in deciding the protest if it is submitted to the CoJ in writing within three (3) days after the conference.

## Effects of Protest on Procurement Action

### **Protests regarding solicitation documents or process:**

Upon receipt of a timely protest regarding the solicitation process or the solicitation documents, the CoJ may postpone the opening of the proposals until resolution of the protest. The filing of the protest will not, however, change the date on which proposals are due, unless the CoJ determines, and so notifies all proposers that such a date change is necessary and appropriate to carry out the goals of the procurement.

### **Protests regarding proposal evaluation or contract award:**

Upon receipt of a timely protest regarding evaluation of proposals or the award of the contract, the CoJ may suspend contract approval or other pending action, or issue a stop work order if appropriate, until the resolution of the protest. In this event, the successful proposer may not recover costs resulting from any delay through a change order or through any other means, manner, or basis.

### **Ability to proceed**

Notwithstanding the pendency of a protest, the CoJ reserves the right to proceed with the appropriate step or action in the procurement process or in the implementation of the contract in the following cases:

- Where the service to be procured is urgently required;
- Where the CoJ determines, in writing, the protest is vexatious or frivolous;
- Where delivery or performance will be unduly delayed or other undue harm to the CoJ will occur by failure to make the award promptly; or
- Where the CoJ determines that proceeding with the procurement is otherwise in the best interest of the public.

### **Summary Dismissal**

The CoJ also reserves the right to summarily dismiss all or any portion of a protest that raises legal or factual arguments or allegations that have been considered and adjudicated by the CoJ in a previous protest in the same solicitation or procurement action.

### **Protest Decision**

1. After review of a protest is submitted, including information provided by the protestor and other parties, the results of any conferences with the protestor and the CoJ's own investigation and analysis, the protest reviewer shall issue a written decision on the protest.
2. Within ten (10) working days of receipt of protest the protest reviewer will render and publish a decision or extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.
3. If the protest is upheld, the CoJ will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of proposals, revised evaluation of proposals, the CoJ's determinations, or termination of the Contract.
4. If the protest is denied, the CoJ will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

### **Appeals**

1. A protestor adversely affected by the decision of the CoJ may submit a protest to the FTA for review in accordance with FTA Circular 4220.1F, paragraph 7.I. As stated in that Circular, FTA will only review protests regarding the alleged failure of the CoJ to have written protest procedures, alleged failure to follow such procedures, or alleged failure to review a complaint or protest.

2. The CoJ may proceed with the procurement in spite of a pending protest at the FTA if any of the following conditions are met:
  - The service or item to be procured is urgently required.
  - The delivery or performance will be unduly delayed by failure to make the award promptly.
  - The failure to make prompt award will otherwise cause undue harm to the CoJ or the Federal Government.

## **Performance Requirement**

1. The successful bidder shall, at all times during the term of the contract, perform all work diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, materials, and supplies necessary. Notwithstanding the provision of drawings, technical specifications, or other data by the CoJ, the successful bidder shall have the responsibility of supplying all items and details required to perform the services specified in this IFB.
2. The successful bidder shall conduct all work in the successful bidder's own name and not in the name of, or as an agent for, the COJ.

## **Hold Harmless**

The successful bidder and the CoJ shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any and all claims based on facts or conditions that occurred prior to expiration or termination.

## **Subcontracting**

1. The successful bidder will not enter into any subcontract except with the prior review and written approval of the CoJ.
2. In any case in which the successful bidder desires to subcontract, it shall provide the CoJ with all proposed subcontracting agreements and documents, including scope of work and terms of compensation.
3. The successful bidder shall be fully responsible for all work performed by any subcontractor.
4. Any approval of a subcontract shall not be construed as making the CoJ a party to such subcontract, giving the subcontractor privity of contract with the CoJ, or subjecting the CoJ to liability of any kind to any subcontractor.
5. All subcontracts will incorporate in full all appropriate conditions and terms as set forth herein.
6. By entering into a subcontract the successful bidder shall not, under any circumstances, relieve the successful bidder of its liability and obligations

under the contract and all transactions with the CoJ must be through the successful bidder.

### **Licensing, Permits, and Taxes**

1. The successful bidder must be in compliance with all applicable federal, state, and local codes, regulations, and licensing requirements as well as all applicable state motor vehicle codes and licensing requirements.
2. The cost for any required licenses or permits shall be the responsibility of the successful bidder. The successful bidder is liable for any and all taxes due as a result of the contract.

### **Insurance**

The successful bidder shall carry and pay premiums for insurance of the types and with the limits of liability not less than stated below. The successful bidder shall take out and maintain during the term of this proposal such general liability, vehicle liability, and property damage insurance as shall protect the CoJ and the JTS from all claims for liability, damages, personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this proposal whether such operations be by the successful bidder or by another directly or indirectly employed by either of them. Such insurance shall be maintained in effect during the term of the contract and shall cover all events occurring during the term of the contract (commonly known as tail coverage). It is hereby agreed and understood that the insurance required by the CoJ is primary coverage and that any insurance or self-insurance maintained by the CoJ, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. The minimum amount of insurance shall be as follows:

- A. Workers' Compensation Insurance covering all of successful bidder's employees engaged in work under the contract as required under the Workers' Compensation Act of the State of Wisconsin and/or any applicable law or laws of any other state or states. Employer's Liability Insurance with limits of liability of not less than \$100,000 per accident, \$100,000 per employee for disease, and \$500,000 policy total for disease.
  - B. General Liability Insurance including the coverage for the successful bidder's premises used for storage and maintenance of vehicles used in performance of the contract with limits of liability of not less than \$1,000,000 each occurrence combined single limit and \$2,000,000 general policy aggregate if applicable. Such liability insurance shall also include coverage for Personal Injury Liability. Claim made form of coverage is not acceptable.
  - C. Automobile Liability Insurance covering "any auto" used in connection with the work performed under the contract with limits of not less than \$5,000,000 each occurrence combined single limit for bodily injury and property damage.
1. All such policies as required above shall be endorsed to provide a sixty (60) day written notice of cancellation, renewal, or material change to the CoJ.

2. The limits of liability as required under this section may be provided by a single policy of insurance or a combination of policies including the so-called umbrella liability policy. Self-insurance or the use of deductibles or self-insured retentions shall not be considered as complying with these requirements unless approved in writing by the CoJ.
3. The types of insurance and limits of liability stated in this section are the minimum acceptable to the CoJ and shall in no way be construed as a limitation of the successful bidder's liabilities and obligations arising out of the performance of the contract.
4. The successful bidder shall require any and all subcontractors performing work under the contract to carry insurance to the types and with limits of liability as the successful bidder shall deem appropriate and adequate.
5. The successful bidder shall obtain and make available for inspection by the CoJ upon request certificates of Insurance evidencing insurance coverage carried by such subcontractors.
6. Proof that such insurance coverage exists as required above shall be furnished to the CoJ in the form of certified copies of insurance policies and submitted upon request prior to contract award. Renewal or replacement proofs of insurance shall be furnished fifteen (15) days prior to the expiration date or termination date of any policy in compliance with the requirements of the contract.
7. If the successful bidder fails to provide proof of required insurance during the term of the contract, the CoJ reserves the right, but not the obligation, to purchase other insurance to protect the CoJ's interests and to withhold from the successful bidder's payments the cost of such insurance.

## Claims

1. If a claim is made against the successful bidder as a result of any service performed under this contract, the successful bidder must verbally notify the CoJ with a complete and accurate description of the claim within twenty-four (24) hours of the submission of the claim to the successful bidder. A written description of the claim must be submitted within forty-eight (48) hours of the submission of the claim to the successful bidder.
2. The CoJ will notify the successful bidder of any claims reported directly to the CoJ within seventy-two (72) hours of receipt of the claim.

## Waiver of Terms and Conditions

The failure of the CoJ or the successful bidder to enforce one or more of the terms or conditions of the contract or to exercise any of its rights or privileges, or the waiver by the CoJ of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

## **Interpretation, Jurisdiction, and Venue**

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Wisconsin. The successful bidder hereby consents and submits to the exclusive jurisdiction of a circuit court in the County of Rock, State of Wisconsin for adjudication of any and all disputes, lawsuits, or cause(s) of action arising under or in connection with the contract documents, or the performance of such contract, and agrees that any such suit or cause(s) of action may be brought only in such court.

## **Compliance with Laws and Permits**

The successful bidder shall give all notices and comply with all existing and future Federal, State, and Local laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the contract, including, but not limited to, the laws referred to in the provisions of the contract and in the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, The successful bidder shall furnish to CoJ certificates of compliance with all such laws, orders, and regulations.

## **Replacement Services**

1. In the event the successful bidder is unable, due to a strike, work stoppage, or other event not caused by the CoJ and not covered in this IFB, to provide services in full compliance with the requirements of the contract, then the CoJ may, in lieu of finding the successful bidder in default, obtain the services of a replacement service provider with its own resources (collectively referred to as "Replacement Services").
2. The CoJ may utilize such replacement services as a substitute for all or any part of the successful bidder's services, and may maintain such Replacement Services in effect until the successful bidder is able to resume performance in full compliance with the contract.
3. Prior to implementing Replacement Service, the CoJ shall notify the successful bidder in writing and provide the successful bidder three (3) days in which to cure its noncompliance.
4. If the CoJ utilizes replacement services under this Section, the successful bidder shall be liable to the CoJ for the actual, reasonable amount by which the cost of such services exceeds the amount that would have been payable under the contract for comparable services, including any expenses incurred by the CoJ in soliciting and obtaining those services.
5. Any action taken by the CoJ pursuant to this section in response to the successful bidder's failure to perform shall not preclude the CoJ from subsequently finding the successful bidder in default of the contract.

## **Lack of Funds**

1. The entering into of the contract by the CoJ is subject to its receipt of Federal, State, and Local funds adequate to carry out the provisions of the contract in full.

2. The CoJ may cancel or reduce the amount of service to be rendered if the CoJ determines that such action is in its best interests, or that there will be a lack of funding available for the service.
3. In the event the CoJ cancels or reduces the service it will notify the successful bidder in writing thirty (30) days prior to the date cancellation or reduction is to be effective.

## Scope of Services

1. It is the intent of this specification to describe the minimum requirements for lawn and grounds maintenance services as required by the CoJ. All items, features or services not specifically mentioned which are necessary or normally provided, shall be performed by the successful bidder at the bid price and shall conform in quality of materials and workmanship to not less than that usually provided by the standard practices indicated in this specification.
2. The contract shall require the successful bidder to perform all lawn and grounds maintenance services as detailed in this IFB and as an independent contractor. The successful bidder shall supply all supervision, labor, tools, vehicles, equipment, materials, and supplies necessary for the performance of the work under the contract.
3. All quantities listed are considered estimates and are subject to change throughout the term of the contract.
4. All work is to be performed between April 1 and November 15 of each applicable year of the contract and all lawful extensions and renewals thereof.
5. All work shall be performed only during the hours of 8:00 am to 4:30 pm, Monday through Friday, except holidays. Lawn care and grounds maintenance may be performed on Saturdays, if authorized by JTS prior to the contractor performing work.
6. The JTS reserves the right, from time to time, to increase or decrease the frequency of services, as needed.
7. The JTS reserves the right, from time to time, to suspend services and notify the successful bidder not to mow/service the property for reasons such as, but not limited to, budget matters, drought, or extreme rainfall.
8. Any service performed outside of the required tasks must be approved by the JTS prior to the service being performed.
9. The successful bidder shall not perform services more than once a week, unless authorized by the JTS.
10. The successful bidder shall track and keep detailed service records for all work performed under this contract to support work performed and any potential claims. A log sheet shall be kept by the contractor that identify employees arrival and departure times and work performed.
11. It shall be the responsibility of the successful bidder to identify and make recommendations for improvements to the aesthetics of the grounds and problem areas. All recommendations need to be approved prior to start of work and will be confirmed by the JTS. All comments and/or recommendations shall be conveyed via e-mail.

12. The successful bidder shall provide the JTS with Safety Data Sheets (“SDS”) for all chemicals and fertilizers prior to use on the JTS Property.

## Required tasks

The successful bidder shall perform the following tasks:

### Spring and Autumn Clean-up:

- Remove all leaves, debris, and trash found on the property. This shall include all grass areas; near and under bushes, shrubs, trees, and mulch areas; all concrete/asphalt areas, including the parking lot and the sidewalk along Black Bridge Road; along the fenced area; along all curbs on Highway 51 and Black Bridge Road; and the shelter area on Black Bridge Road.
- The spring clean-up shall commence on the first weekday in April, unless there is snow on the ground, in which case the spring clean-up shall commence after the snow has completely melted.
- At the first sign of frost all ornamental grass shall be cut back to the ground.
- The Autumn Clean-up shall commence on, or the weekday nearest, November 15.

### Mowing and string trimming of grass:

- Mowing and trimming will begin on a date determined by the JTS each year and will mow and trim grass weekly through the second week on November, unless otherwise directed by the JTS.
- Each season, the JTS will contact the successful bidder one week prior to the desired mowing and trimming start date.
- All grass areas will be mowed in a linear manner to a uniform leaf height of three inches (3”).
- The successful bidder shall use best practices regarding debris/trash pick-up during mowing operations.
- Mowing guards shall remain down at all times during operation regardless of grass height. This is a safety issue and failure to abide by this may result in termination of the contract.
- Immediately upon the completion of mowing and trimming the successful bidder shall remove all grass clippings. There shall be no grass clipping left on the grass, shrub and flower beds, or any concrete or asphalt areas. The successful bidder must remove clippings immediately and shall not wait until the end of the day to remove clippings. Care shall be taken to keep grass clippings off parked vehicles.

### Power Lawn Edging:

- Edging is defined as removing overgrown lawn by a mechanical means and/or device and should not be confused with trimming.
- Chemical edging will not be allowed on the JTS property. All flower/landscape beds, sidewalks, curbs, and all other paved areas shall be edged twice during the mowing season. The first edging shall be completed upon first service and the second edging shall be completed by the first week in September.



### **Remove and legally dispose of trash, debris, and rubbish found on property:**

- Any debris, trash or rubbish on property shall always be immediately removed whenever found. This shall be completed each time the successful bidder is performing services on property.

### **Lawn Fertilizer Program:**

- The lawn shall be treated in early spring, (April) with crabgrass control and fertilizer.
- The lawn shall be treated in late May and again during September with a liquid weed killer to control growth of any post emergent weeds.
- The lawn shall be treated once in summer, (late June/early July) with a weed & feed fertilizer.
- The lawn shall be treated in the fall, (early October) with a winterizing fertilizer.

### **Weed control:**

- The successful bidder shall remove weeds and grass from foundations, adjacent to pavement and curbs, and cracks in pavement. Application shall not exceed three inches (3") from the foundation walls or curbs.
- Shrub and flower bed areas shall be treated every four to six (4-6) weeks with a vegetation killer, approved by the JTS, to control weeds.

### **Pruning and trimming of bushes, shrubs, and trees:**

- All shrubs, bushes and trees shall be trimmed to contain the size in order to maintain the natural form of the plant.
- All shrubs and trees shall be pruned to remove dead or damaged branches, remove basal shoots, (aka suckers) growing at or near the base of any trees.
- Any vines or vegetation growing on the building or fence lines will be removed.
- All pruning and trimming must be approved in advanced by the Maintenance Supervisor.

### **Mulching landscape:**

- Upon request, the successful bidder shall mulch the trees and bushes contained on the property with the installation of brown hardwood mulch.

### **Site Clean-Up:**

- The successful bidder shall, after each service visit, clean up each entire lot and legally dispose all trash, leaves, limbs, litter, and debris immediately after each service.
- The successful bidder shall clean all site drainage devices, including but not limited to, area drains, grates, curb openings, drainage swells, sidewalk culverts, etc., during every service routine visit to ensure proper operation.
- The successful bidder shall properly remove and legally dispose of all debris removed from the JTS property. The successful bidder shall not utilize the JTS waste containers for disposing of any trash, leaves, limbs, litter, or debris.

## **Federal Assurances & Certifications**

### **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

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

No Obligation by the Federal Government.

The City of Janesville and the 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 City of Janesville, 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.

### **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**

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.

## **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**

**18 CFR 18.36 (i)**

**49 CFR 633.17**

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**

	<b>Operational Service Contract</b>	<b>Turnkey Contract</b>	<b>Construction Contract</b>	<b>Arch. or Engineering Contract</b>	<b>Rolling Stock Contract</b>	<b>Professional Service Contract</b>
<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	Yes	Yes	Yes	Yes

## FEDERAL CHANGES

### 49 CFR Part 18

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 City of Janesville and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## CIVIL RIGHTS 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.**

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

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

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

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

or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

## **DISADVANTAGED BUSINESS 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.

The DBE program applies to all U.S. 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

Each contract the Janesville Transit System 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%. The agency's goal is 1.2%. A separate contract specific goal has not been established for this procurement.

- b. The Janesville Transit System, contractor or subcontractor 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 U.S. 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 Janesville Transit System deems appropriate, which may include, but is not limited to:
  - i. Withholding monthly progress payments
  - ii. Assessing sanctions
  - iii. Liquidated damages, and/or
  - iv. 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 unless the contractor obtains written consent from the Janesville Transit System.
- 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 Janesville Transit System.
- e. The contractor is required to pay subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment the Janesville Transit System makes to the contractor. The contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the contractor provides written notification to the subcontractor and the Janesville Transit System documenting "just cause" for withholding payment. The contractor is not allowed to withhold retainage from payments due subcontractors.
- f. The contractor will be required to report its DBE participation obtained throughout the period of performance.
- g. The contractor shall not terminate a DBE subcontractor listed in its written documentation of its commitment to the Janesville Transit System to use a DBE subcontractor (or an approved substitute DBE firm) without the Janesville Transit System prior written consent per 49 CFR Part 26.53(f). 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 Janesville Transit System whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. The contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work under contract as the DBE that was terminated, to the extent needed to meet the contract goal established for the

procurement. The good faith efforts shall be documented by the contractor.

- i. The contractor may provide written consent only if the Janesville Transit System agrees, for reasons stated in the concurrence document, that it has good cause to terminate the DBE Firm. 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. The Janesville Transit System 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.
- j. Before transmitting to the Janesville Transit System 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 the Janesville Transit System, of its intent to request to terminate and/or substitute, and the reason for the request.

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

### **FTA Circular 4220.1F**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set



forth in FTA Circular 4220.1F 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 City of Janesville requests which would cause the City of Janesville to be in violation of the FTA terms and conditions.

## **TERMINATION**

49 U.S.C. Part 18

**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 effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) 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.

a. Termination for Convenience (General Provision) The City of Janesville 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 the City of Janesville to be paid to the Contractor. If the Contractor has any property in its possession belonging to the City of Janesville, the Contractor will account for the same, and dispose of it in the manner the City of Janesville 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 City of Janesville may terminate this contract for default. Termination shall be effected 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 City of Janesville 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 City of Janesville, 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 City of Janesville 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 the Contractor fails to remedy to the City of Janesville '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 the City of Janesville setting forth the nature of said breach or default, the City of Janesville 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 The City of Janesville 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 the City of Janesville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Janesville shall not limit the City of Janesville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. 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 City of Janesville may terminate this contract for default. the City of Janesville 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 City of Janesville.

## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

### **49 CFR Part 29**

### **Executive Order 12549**

#### Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered

transactions.”

Grantees, 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) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

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

In accordance with terms of U.S. DOT regulations, I do hereby certify on behalf of the contractor and its principals, to the best of my knowledge and belief, that:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded or disqualified from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding Janesville Transit’s IFB have been convicted of a or had a civil judgment rendered against me for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission embezzlement, theft, forgery, bribery, falsification or destruction of records, making an false statement, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in paragraph b. of this certification;
- d. Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e. If I become aware of any information contradicting the statements of paragraphs a. through d. above, I will promptly provide any necessary information to the Wisconsin Department of Transportation.

## **ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq., 49 CFR Part 18**

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.

## **RECYCLED PRODUCTS**

**42 U.S.C. 6962**

**40 CFR Part 247**

**Executive Order 12873**

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.

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.

## **ADA ACCESS**

**49 USC 531 (d)**

### **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.

## **Appendix A: Certification forms to be submitted with bid**

The following forms must be executed by bidder and submitted with bids to Janesville Transit System:

1. Form A: Signature Affidavit
2. Form B: Overall Federal Regulation Compliance
3. Form C: Compliance With Specifications
4. Form D: Debarment and Suspension Certification
5. Form E: Disadvantaged Business Enterprise (DBE) Certification
6. Form F: Acknowledgment of Addenda

## FORM A: SIGNATURE AFFIDAVIT

SIGNATURE FORM
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NOTE: This form must be returned with bid response.

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete Invitation for Bid and understand all provisions and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools and equipment to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by CoJ, this quotation is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be the vendor’s responsibility.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by COJ in this Request for Proposal, and declare that the attached proposal and pricing are in conformity therewith.

Bidder shall provide the complete information requested below. Include the legal name of the Bidder and signature of the person(s) legally authorized to bind the bidder to a contract. Bid invalid without Signature	
Authorized Signature of Bidder:	Date:
Print Name and Title of Bidder:	Company Full Legal Name:
Telephone:  Fax:  Email:	Complete Address, City, ST, Zip:

Payment Information if different from above	
Telephone:  Fax:  Email:	Complete Address, City, ST, Zip:

## FORM B: OVERALL FEDERAL REGULATION COMPLIANCE

(The Janesville and Bidder/Proposer Certifies)

Applicability: This form assures WisDOT that the procurement process is in compliance with federal regulations.

Summary Description: The CoJ and bidders/proposers must separately certify and execute the form.

What To Do With This Form: The form, executed by bidders, must be submitted with bids to the procuring agency. The form, executed by the CoJ, must be submitted to WisDOT along with a copy of the bidders/proposer's certification prior to awarding a contract to the bidder/proposer.

Overall Federal Regulation Compliance
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All contractual provisions required by US DOT, as set forth in the 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 Janesville Transit System requests which would cause Janesville Transit System to be in violation of the FTA and WisDOT grant terms and conditions.

\_\_\_\_\_  
Bidder/proposer Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder/proposer Representative Name and Title

\_\_\_\_\_  
Bidder/Proposer/Manufacturer Company

**AND**

\_\_\_\_\_  
Janesville Transit System Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Janesville Transit System Representative Name and Title

## FORM C: COMPLIANCE WITH SPECIFICATIONS/SCOPE OF WORK

(Bidder/proposer certifies)

Applicability: This form is included in the procurement package to assure compliance with federal provisions relating to procurement.

Summary Description: Bidders must assure the procuring agency that they will comply with all technical bid specifications, including all applicable ADA requirements.

What To Do This Form: This form should be executed by the bidder/proposer and submitted to WisDOT by Janesville Transit System with the bids or proposals before the award of a contract.

<b>Compliance With Specifications</b>
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(Bidder/proposer certifies)

The bidder/proposer hereby certifies that it will comply with the technical specifications issued by the Janesville Transit System. The bidder or proposer warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (✓ check one):

- A. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with the specifications in all areas. (This means that there are no exceptions to the technical specifications, 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 specifications 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 specifications 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.

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

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

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

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

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



# FORM D: DEBARMENT AND SUSPENSION CERTIFICATION (NONPROCUREMENT)

49 CFR Part 29  
Executive Order 12549

## Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, 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) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

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

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

In accordance with terms of U.S. DOT regulations, I do hereby certify on behalf of the contractor and its principals, to the best of my knowledge and belief, that:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded or disqualified from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this CoJ IFB have been convicted of a or had a civil judgment rendered against me for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in paragraph b. of this certification;
- d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default; and
- e) If I become aware of any information contradicting the statements of paragraphs a. through d. above, I will promptly provide any necessary information to the Wisconsin Department of Transportation.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

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

## FORM E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Applicability: This certification applies to Department of Transportation assisted contracts, and to Federal Transit Administration recipients of at least \$250,000 in capital and operating funds, or \$100,000 in FTA planning funds. This form is identical for both the IFB and RFP procurement methods.

Summary Description: The procuring agency and its contractors use this form to certify that they will not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in awarding a contract, and that they will take reasonable and necessary steps to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 will have the opportunity to participate in the performance of Federal contracts.

What To Do With This Form: The procuring agency and contractors will document compliance with this program, and keep records in their files for each procurement. In addition, the procuring agency submits the completed form with other documentation in order to obtain WisDOT concurrence with the procurement. Contractors must submit to the Federal Transit Administration a statement of its goals around the DBE provisions, and the DBE policies of any sub-contractors it may use.

<b>DBE Approval Certification</b>
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(Bidder/proposer and manufacturer)

I hereby certify that the Offeror has complied with the requirements of 49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Federal Transit Administration.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of the Bidder/Proposer's Authorized Official

\_\_\_\_\_  
Name and Title of the Bidder/Proposer's Authorized Official

\_\_\_\_\_  
Date

**FORM F: ACKNOWLEDGEMENT OF ADDENDA (IF NECESSARY)**

**ADDENDA**

It is Vendor’s responsibility to check for issuance of any addenda at <http://www.ci.janesville.wi.us>.

The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

***VENDOR’S SIGNATURE & INFORMATION:***

Vendor Full Legal Name: \_\_\_\_\_

Complete Address, City, ST, Zip: \_\_\_\_\_

Bidders Contact Name & Title (Type or Print): \_\_\_\_\_

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

Phone # & Fax#: \_\_\_\_\_

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

Taxpayer I.D. Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## Appendix B: Bid Price Form

Page 1 of 3

### Instructions

- The Bid Price Form must be completed in its entirety. If the form is not completely filled out, the bid will not be considered.
- Please note the frequency of each item as they are not uniform throughout the bid pricing form (i.e. Mowing and trimming, per occurrence; Fertilizer program, annual cost).
- All additional costs not specifically itemized in this form must be built into the pricing section. (i.e. Site clean-up not specifically itemized, however any costs associated with site- clean-up must be built into the bid price.
- Any additional charges shall be considered service charges. Please complete the service charge line item(s) accordingly with description of the charge; and frequency of the charge (ie, annual service charge or per occurrence service charge).

**Appendix B: Bid Price Form – Page 2 of 3**

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

Item Description	Year one 4/1/23 - 3/31/24	Year two 4/1/24 - 3/31/25	Year three 4/1/25 – 3/31/26	Option 1 4/1/26 – 3/31/27	Option 2 4/1/27 3/31/28
Spring clean-up; Per occurrence	\$	\$	\$	\$	\$
Autumn clean-up; Per occurrence	\$	\$	\$	\$	\$
Mowing / trimming; Per occurrence	\$	\$	\$	\$	\$
Power edging; Per occurrence	\$	\$	\$	\$	\$
Lawn fertilizer program; Annual cost	\$	\$	\$	\$	\$
Mulching of TSC trees & bushes Per Occurrence					
Weed control; Annual cost	\$	\$	\$	\$	\$
Pruning and trimming of shrubs, bushes, and trees; Annual cost	\$	\$	\$	\$	\$
Service charge; Per hour (examples: extra visit following major storm damage or downed tree; or watering trees/bushes in extreme dry temps)	\$	\$	\$	\$	\$
Service charge (optional) Description: _____  Frequency: _____					
Service charge (optional) Description: _____  Frequency: _____					

**Appendix B: Bid Price Form – Page 3 of 3**

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

***VENDOR'S SIGNATURE & INFORMATION:***

Vendor Full Legal Name:

Complete Address, City, ST, Zip:

Bidders Contact Name & Title (Type or Print):

Authorized Signature:

Phone # & Fax#:

Date:

Taxpayer I.D. Number:

E-mail address: