

Invitation for Bids

Two (2) Four-Door Hybrid Mid-Sized Sedans

Ozaukee County, Wisconsin

Bid #OCTS2216

Sealed bids are invited and will be received for two (2) four-door hybrid mid-sized sedans as defined by the U.S. Department of Energy and U.S. Environmental Protection Agency. Sealed bids will be received by the office of Ozaukee County Transit Services at 741 West Oakland Avenue, Port Washington, WI 53074, (262)-284-8108, **until 1:30 p.m. C.S.T. November 7th, 2022.**

Ozaukee County reserves the right to waive any informalities and to reject any and all bids deemed to be unsatisfactory or not in the County's best interest. Furthermore, Ozaukee County reserves the right to cancel any order or contract for failure of the successful bidder to comply with the terms, conditions and specifications of this bid and/or contract. Ozaukee County reserves the right to award the bid in aggregate or by item or like item groups (where applicable) to the lowest responsible, responsive bidder who complies with the specifications, service and meets the delivery requirements.

The contract awarded from this IFB will be funding in part by federal monies (FTA 5307). Contractor must comply with all applicable regulations to be eligible for consideration. This contract requires pre- and post-delivery documentation of Federal compliance.

GENERAL BIDDING REQUIREMENTS

1. Ozaukee County is a tax-exempt municipality under Wisc. Stats 77.94 (5a) Ozaukee County is exempt on Federal Tax and Wisconsin Sales Tax.
2. All bids submitted shall be binding for forty-five (45) calendar days following the bid opening date, unless the bidder(s), upon the request of the Ozaukee County Transit Services, agree to extend the date.
3. **Bids must be submitted on the forms provided and manually signed to be considered. Required forms include:**
 - 1) Vehicle Specifications
 - 2) Cost Proposal
 - 3) Federal Contract Clauses
 - 4) Required Certifications
 - a. Overall Federal Regulation Compliance
 - b. Pre-Award Purchasers Certification
 - c. Pre-Award FMVSS Certification
 - d. Acknowledgement of Addenda
 - e. Offerer Service & Parts Support
 - f. Compliance w/ Specifications
 - g. Bid Authorization Form
 - h. Offer & Award Form

Bids are not finalized until all appropriate federal certifications are signed.

No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for costs incurred before a formal notice to proceed is issued, if a contract is awarded.

4. Bidders shall bring inadequacies, omissions, and conflicts to the attention of the Transit Superintendent at least fourteen (14) days before the date set for bid opening. Any changes made as a result of a written request will be issued via a bid amendment to all prospective bidders and if necessary, an extension will be made to the bid opening date.
5. If the bidder receives a bid packet from any source of entity other than the Ozaukee County Transit Services, the BIDDER is responsible for calling the Ozaukee County Transit Services and request the bidder's name to be put on the bid list for this project. Failure to do so in no way obligates the County to mail addendum or other information concerning this project to the bidder.
6. **Pricing/Delivery:**
 - a. Price quoted for the vehicles shall be NET PRICE DELIVERED to:
**Ozaukee County Transit Services
741 West Oakland Avenue
Port Washington, WI 53074**
 - b. All equipment shall be completely inspected and serviced by the dealer prior to delivery. Upon delivery receipt, the agency shall make an inspection and if found not to be in accordance with the specifications, the dealer shall pickup, repair, provide and deliver the vehicle again after it has met the specifications.
 - c. The equipment shall be new and unused and the latest model built by the manufacturer. All equipment shall be factory installed unless otherwise specified for that item.
 - d. The bidder shall state, in the bid, the length of time required for delivery if an award is made.
 - e. Freight Increases: If there is a freight increase prior to the delivery of the vehicle, the additional increase shall be paid at the dealer's expense.
 - f. Discounts offered shall be applied to bid price by the bidder and only the net price delivered shown on the bid.
 - g. The bidder is responsible for submitting the Wisconsin Title & License Plate Application. Ozaukee County will pay all applicable fees set by Wisconsin Department of Transportation to the bidder.
7. **Payment:**

Payment will be made by Ozaukee County within fifteen (15) days after acceptance of the vehicle and receipt of a properly documented invoice. Acceptance as herein means acceptance by the County of the equipment after the departments' authorized agent has found it to be in compliance with the specification requirements. In order to avoid a delay in payment, the original invoice is to be mailed to the "BILL TO" address listed on each agency's purchase order. The participating agency must have a clear title or no payment will be made.
8. **Literature:**

Literature giving complete and accurate description and pictures of equipment offered shall be submitted with this bid.

 1. **Standard Terms and Conditions:**

Bids shall be submitted on the forms provided and manually signed to be considered. Standard Terms and Conditions (attached) must be manually signed and included with the bid proposal.
 2. Questions regarding the bid specifications are to be made in writing via email to Joy Neilson-Loomis, Transit Superintendent, jneilson@co.ozaukee.wi.us. Responses to questions will be sent to the bidder and posted online at Vendornet.wisconsin.gov.

11. **Bids are due on or before November 7, 2022 by 1:30 pm. C.S.T. to:**
Ozaukee County Transit Services
741 West Oakland Avenue
PO Box 994
Port Washington, WI 53074-0994

Bids received shall be sealed in an envelope and marked in the lower left hand corner of the envelope:
“Vehicle Bid OCTS2216”

AWARD OF THE CONTRACT

A public opening of sealed bids will occur on November 7, 2022 at 1:30 pm at the Ozaukee County Highway Department, 410 S. Spring Street, Port Washington, WI. The contract will be awarded to the lowest responsive, responsible bidder. In the event a single proposal is received, it will be necessary for the County to conduct a price analysis of the proposal price prior to the award of the contract.

All bidders will be notified of their award status after the bid opening. The award of the contract is subject to approval of the Ozaukee county Public Works Committee on November 17, 2022.

DISPUTES AND PROTEST

PROTEST PROCEDURE: Ozaukee County Transit Services is committed to full, fair and impartial review and selection of successful bids and contractors for Transit Services procurements. To ensure that prospective contractors’ rights are fully protected, the following protest procedure is established for Transit Services projects when a prospective contractor believes that Transit Services has not met its goal of full, fair and impartial review or has not met federal requirements prior to awarding a contract for procurement.

a. **Non-construction contracts.** For all non-construction contracts for which formal bids or proposals are solicited, including contracts for the purchase of rolling stock and service contracts or leases, an unsuccessful bidder/proposer who feels that Transit Services has not given its bid/proposal full, fair and impartial consideration or has not met federal requirements prior to award shall make its protest known in writing to the Transit Superintendent within forty-eight (48) hours of the written announcement of the award of procurement. For the protest to be valid, the protester shall have complied with all requirements of the bid/proposal solicitation; including, but not limited to, timeliness of submission, compliance with all technical requirements and submission of all required certifications and any bonding requirements if applicable. Upon such valid notification, the Transit Superintendent shall place the award on hold until such time as the protest is resolved. From the initial notification of a valid protest, the protesting bidder/proposer shall, within ten (10) calendar days furnish in writing to the Transit Superintendent at the Transit Services Office, 741 West Oakland Avenue, Port Washington, WI, 53074, information and documentation to support its protest. If such supporting information is not received in timely fashion as outlined above, the Transit Superintendent shall proceed with the award. The Transit Superintendent shall review the written documentation submitted by the protester, and shall, within fifteen (15) working days, render a determination to uphold or deny the protest. The Transit Superintendent shall inform the protester in writing of this decision. If the protest is upheld, the sole remedy shall be the rejection of all bids/proposals and a re-bidding of the procurement. If the protest is denied, the Transit Superintendent, after waiting forty-eight (48) hours, shall award the contract as originally proposed.

After receiving the Transit Superintendent’s decision, the protester shall have forty-eight (48) hours to review the determination and if not satisfied, appeal the determination in writing to the County Administrator. If such an appeal is received, the award of the procurement will continue to be held until the resolution of the appeal. From the initial notification of appeal, the protesting bidder/proposer shall, within ten (10) calendar days furnish in writing to the County Administrator at the Ozaukee County Administration Center, 121 W Main Street, Port Washington, WI, 53074, information and documentation to support its protest. If such

supporting information is not received in timely fashion as outlined above, the County Administrator shall instruct the Transit Superintendent to proceed with the award. The County Administrator shall appoint the County Attorney to respond to review the written documentation submitted by the protester and respond within fifteen (15) working days, the determination to either uphold or deny the protest. The County Attorney shall inform the protester in writing of the decision. If the protest is upheld, the sole remedy shall be the rejection of all bids/proposals and a re-bidding of the procurement. If the protest is denied, the County Administrator shall instruct the Transit Superintendent to award the contract as originally proposed. The decision of the County Administrator and/or County Attorney shall be final and binding on all parties.

If, after such action, the contractor still believes he/she has not received a satisfactory response, he/she may forward the protest or complaint to the FTA Region V office, pursuant to guidelines set forth in FTA Circular 4220.1F. FTA will only review the complaint or protest after local complaint procedures have been exhausted. Reviews of protests by FTA will be limited to the County's failure to have or to follow its protest procedures, or its failure to review a complaint or protest. An appeal to FTA must be received by the Cognizant FTA regional or headquarters office within five (5) days of the date the protester knew or should have know of the violation.

Approved Equals:

- (a) The County reserves the right to reject any and/or all proposals for its own convenience.
- (b) Changes to the specifications will be made by addendum.
- (c) Requests for approved equals, clarification of specifications, and protests of specifications must be received by the County in writing, not less than **twenty (20) days** before the deadline for submittal of proposals. Any request for any approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for approved equal must be submitted with the request for approved equal.
- (d) The County's reply to request under paragraph (c) above will be postmarked at least ten **(10) days** before the deadline for submittal of proposals.

GENERAL REQUIREMENTS

It is the intent of this specification to describe the minimum requirements for the purchase of new 2022 or newer vehicles. All parts, items, or features not specifically mentioned, which are necessary or which are regularly furnished to prove a complete unit, shall be furnished by the successful bidder at the bid price and shall conform in strength and quality of material and workmanship to that usually provided by the practice indicated in this specification.

1. **Hybrid/Electric Options:** Ozaukee County wishes to purchase low emission vehicles to replace two 2016 Toyota Priuses in the fleet. Ozaukee County is willing to consider bids for gasoline/electric hybrid sedans or gasoline/electric plug-in hybrid sedans.
2. **New Vehicle Checkup and Service for all Vehicles:** Prior to the delivery, the vehicles must be completely serviced by the successful bidder (dealer) in accordance with the manufacturer's standard new car "make-ready" recommendations. Each vehicle shall contain a pre-delivery check sheet showing what operations have been performed on the vehicle by the selling dealer. Vehicles are to be clean, and all stickers are to be removed from glass prior to delivery with the exception of any sticker required by law (Manufacturers suggested retail price label).
3. **Dealership Emblems/Logos:** The vendor shall not install on the vehicle, any logos, nameplates or stickers denoting the name of the company or dealership, which may be considered as advertising. Failure to comply with this requirement shall result in the dealership being given the option to remove same, or reimburse each participating agency for removal and restoration, if needed, at prevailing participating agency wages per hour for Automotive Body Mechanic/Painter.
4. **Model:** The vehicle defined in this document shall be 2022 or newer models. Equipment/vehicles shall be new and unused and not previously titled.
5. **Factory Installation:** Items that are available from the factory must be factory installed. If factory installation of an item is not available to the dealer and the dealer is making a dealer modification in order to meet the specification, it must be clearly noted in the comment section of this bid.
6. **Contracting Authority:** Ozaukee County shall have the authority to issue a contract and/or purchase order, inspect and receive goods, make payments and resolve disputes involving shipments.
7. **Manufacturer's Warranty:** As Ozaukee County is obligated to purchase equipment which will provide service over a long life; the successful bidder may be required to furnish a warranty by the manufacturer that the equipment bid on is suitable for the service intended in accordance with the specifications defined. The vendor shall furnish each agency the same warranty as offered to fleet customers, and shall agree to replace and install without charge, within the scope of the warranty, any defective parts or any parts that are determined by the participating agencies not to be suitable for the service intended. The warranty period shall go into effect at the time the vehicle is placed into service by each participating agency.
8. **Vendors are to include a complete warranty statement with their bid response.**
9. **Post Delivery Required Documents:** Ozaukee County Transit must receive the following documents at or after the time of delivery and prior to payment of the final invoice:
 - a. Post-Delivery Manufacturer's FMVSS Self-Certification
 - b. Copy of the DMV Application for Title/Registration
 - c. Invoice

VEHICLE SPECIFICATIONS

**Two (2) Four-Door Hybrid Mid-Sized Sedans
 Ozaukee County, Wisconsin
 Bid #OCTS2216**

Any optional equipment shall be factory installed (unless not available from the factory), dealer will be required to supply one copy of the entire factory invoice before delivery will be accepted. Dealers may submit bid based on a standard package of accessories that include the minimum features listed below.

Bidder Name and Location			
Year/Make/Model		Fuel Type: <input type="checkbox"/> Hybrid (Gas/Electric) <input type="checkbox"/> Plug-in Hybrid (Gas/Electric)	Electric Range (in miles)

	General Specifications		Meets or Exceeds (Bidder Describe or Check-off)	County Reviewer Check-off
1	Base Curb Weight: 2,800 lb. (minimum)	1		
2	Capacity: Four passengers plus driver seating	2		
3	Wheelbase: 104 inches (minimum)	3		
4	Overall Length: 196.8 inches (maximum)	4		
5	Ground Clearance: 5 inches (minimum)	5		
6	Passenger Volume 100 cu. ft. (minimum)	6		
7	Head Room Front (in) - 38 minimum	7		
8	Head Room Rear (in)- 40 minimum	8		
9	Max. Leg Room - Front (in) 40 minimum	9		
10	Leg Room - Rear (in) - 38 minimum	10		
11	Hip Room Front (in) - 53 minimum	11		
12	Hip Room Rear (in) - 47 minimum	12		
13	Shoulder Room - Front (in) - 55 minimum	13		

14	Shoulder Room - Rear (in)- 55 minimum	14		
Power Train				
15	Hybrid Electric gasoline engine-electric battery motor	15		
16	Gas: 4 cylinder gasoline engine - minimum 1.5L	16		
17	Electric: AC synchronous permanent-magnet electric motor and lithium-ion battery	17		
18	Automatic transmission (specify)	18		
General Chassis				
19	Front wheel drive	19		
20	Four-wheel anti-lock brake system	20		
21	Power Steering	21		
22	Cruise Control	22		
23	Fuel Tank: Minimum of 11 U.S. Gals, conforms to FMVSS 301 and ICC fuel tank regulations	23		
24	(Full tank at time of delivery)	24		
25	Four tires on wheels; and an OEM spare or tire repair kit;	25		
26	Tubeless, black wall, steel-belted all season radials; minimum size P195/65 R15	26		
27	Intermittent windshield wipers with washer fluid unit	27		
Body and Interior				
28	Front and Rear Floor Mats	28		
29	Cloth, fabric, or synthetic seats.	29		
30	Driver and front-passenger airbags	30		
31	Tilt steering wheel	31		
32	Air conditioning or Auto Climate Control	32		
33	One key to open all doors and operate vehicle	33		
34	Power door locks with remote operation	34		
35	Automatic off headlamps	35		
36	Daytime run lights	36		
37	Power windows	37		

38	Heated, remote-controlled side-view mirrors	38		
39	Interior OEM rear-view mirror	39		
40	Rear window defogger, electric	40		
41	AM/FM radio with clock (minimum)	41		
42	12V Power Point	42		
43	USB port - front	43		
44	OEM standard horn	44		
45	Standard OEM dash gauges	45		
46	Tire Pressure Monitoring System	46		
	Exterior:			
47	Exterior Color: White	47		
	Other:			
48	Fuel and MPG Rating	48		
49	(Minimum 40 MPG Combined)	49		
50	Manufacturer's Warranty	50		
51	Vehicle meets applicable FMVSS (evidenced upon delivery)	51		

COST PROPOSAL

Vehicles Bid #OCTS2216

Quantity: Two (2) Four-Door Hybrid Mid-Sized Sedans

Make and Model:	
Model Year:	
Cost Each:	
Warranty:	
Estimated Delivery Date:	

FEDERAL CONTRACT CLAUSES

The following clauses are included in all rolling stock, procurements and all contracts where federal funds are included. The applicability of each clause is defined under each title. Venders are required to sign certifications where applicable.

FLY AMERICA REQUIREMENTS

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

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

CARGO PREFERENCE REQUIREMENTS

**46 U.S.C. 1241
46 CFR Part 381**

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION REQUIREMENTS

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

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.

PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

**49 U.S.C. 5323
49 CFR Part 663**

Pre-Award and Post-Delivery Audit Requirements - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.

(2) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

The required pre-award and post-delivery audit forms are included in the "Required Certifications" section, beginning on page 20. These forms are required as part of the overall procurement process and the selected bidder/proposer must complete these forms in order to meet FTA requirements

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

	Operational Service Contract	Turnkey Contract	Construction Contract	Arch. or Engineering Contract	Rolling Stock Contract	Professional Service Contract
Non-State Grantees						
Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)	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

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.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

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.

TERMINATION

2 CFR Part 1201

2 CFR 200
FTA Circular 4220.1F

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 of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice or 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.

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

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: _____

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:

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.

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

ADA ACCESS
49 USC 531 (d)

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.

Notification of current or prospective legal matters that may affect the Federal Government.

The Contractor acknowledges that the provisions of the FTA Master Agreement, Section 39(b), apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must notify the Ozaukee County Transit Authority. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interest in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor agrees to include the above clause or similar clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is not established. A separate contract goal has not been established for this procurement.
2. 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 Ozaukee County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

1. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Ozaukee County.
4. The contractor must promptly notify Ozaukee County Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Ozaukee County Transit.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS 49 U.S.C. § 5323(l)

(1)

31 U.S.C. §§ 3801-3812

18 U.S.C. § 1001

49 C.F.R. part 31

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 A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. 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. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. 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

REQUIRED CERTIFICATIONS

PRE-AWARD PURCHASER'S REQUIREMENTS CERTIFICATION

The bidder hereby certifies that the vehicles to be provided:

_____ (number and general description of vehicles)

From _____ (manufacturer), are the same products described in the solicitation specifications and the proposed manufacturer is a responsible manufacturer with the capability to produce a bus that meets the specifications.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

PRE-AWARD FMVSS CERTIFICATION

The bidder hereby certifies that the vehicles to be provided:

(number and general description of vehicles)

will comply with the relevant Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 of the Code of Federal Regulations, part 571 and that it has submitted the manufacturer's self-certification information with the bid.

Signature: _____

Typed Name: _____

Title: _____

Company: _____

Date: _____

- OR -

The bidder certifies that the vehicles to be provided:

(number and general description of vehicles)

will not be subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in Title 49 Code of Federal Regulations, Part 571 and that it has submitted the manufacturer's statement of exemption with the bid.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

Request for Change or Approved Equal

Request #:	_____	Offeror:	_____
Solicitation Ref.	_____	Page:	_____
		Section:	_____
Questions/Clarification or Approved Equal: _____			

Ozaukee County Response: _____ Approved _____ Denied			
Comments:			

Acknowledgment of Addenda

The undersigned acknowledges receipt of the following addenda to the documents in Request # ____:
(If no addendum is issued, just write N/A.)

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Offeror: _____
Name

Signature of Authorized Officer

Title

Date

Offeror Service and Parts Support Data

Location of nearest Technical Service Representative to Ozaukee County

Name _____

Address _____

Telephone _____

Offeror to describe technical services readily available from said representative.

Location of nearest Parts Distribution Center to Ozaukee County

Name _____

Address _____

Telephone _____

Offeror shall describe the extent of parts available at said center.

Policy for Delivery of Parts and Components to be Purchased for Service and Maintenance

Regular Method of Shipment _____

Cost to Ozaukee County _____

**Overall Federal Regulation Compliance
Two (2) Four-Door Hybrid Electric Mid-Sized Sedans
Ozaukee County, Wisconsin
Bid #OCTS2216**

All contractual provisions required by USDOT, as set forth in the FTA Circular 4220.IF, 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 Ozaukee County requests which would cause Ozaukee County to be in violation of the FTA grant terms and conditions.

Bidder/proposer Representative Signature

Bidder/proposer Representative Name and Title

Bidder/proposer/Manufacturer Company

Date

Compliance with Specifications

(Bidder/proposer certifies)

The bidder/proposer hereby certifies that it will comply with the technical specifications issued by **Ozaukee County. 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 Ozaukee County Transit Services 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: _____

Bid Authorization Form
(Binding Signatures)

Two (2) Four-Door Hybrid Electric Mid-Sized Sedans
Ozaukee County, Wisconsin
Bid #OCTS2216

Bid Authorization:

I have attached the fully completed bid forms and hereby submit this bid as stated in full understanding of and the requirements involved. The applicable specifications, special provisions, and the schedule of prices as hereby attached and made part of the bid form. The bidder hereby states that it will comply with the specifications in all areas except those where requests for clarification were approved in writing prior to bid submission.

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax _____

Signature (Manual Signature)

Name (Please Print or Type)

Title:

Date:

Payment Terms:

OFFER AND AWARD

OFFER

By execution below, Offeror hereby offers to furnish equipment and services as specified in Ozaukee County Transit Services Invitation for Bid # OCTS2216. **Offeror also certifies that, if selected, it will execute the forms required by FTA for *Overall Federal Regulation Compliance, Pre-Award Audit, and Post-Delivery Audit.***

Offeror: _____
Name

Street Address

City, State, Zip

Signature of Authorized Officer

Title

Date

Phone Number

AWARD

By execution below, Ozaukee County Transit Services accepts the Offer as indicated above.

Contracting Officer

Date