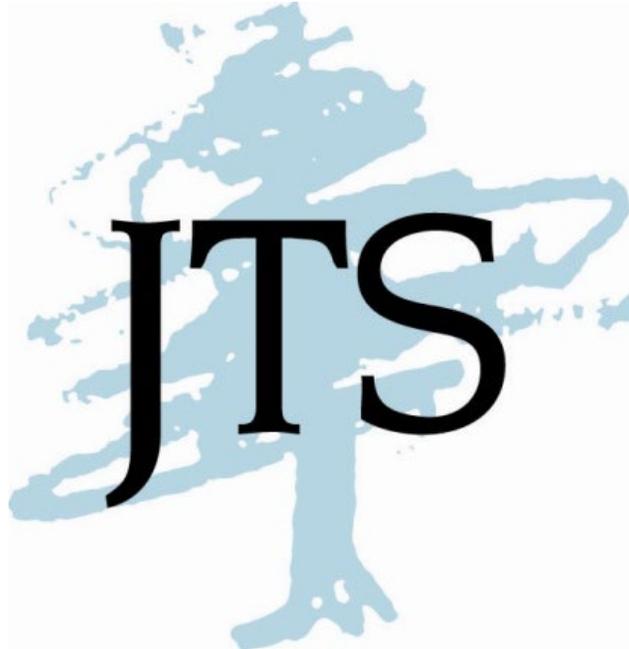


**City of Janesville, Janesville Transit System
Mileage Tire Leasing Program IFB
JTS-IFB-2024-01**



March 14, 2024

101 Black Bridge Road

Janesville, Wisconsin 53545

WWW.JANESVILLEWI.GOV/JTS

Table of Contents

1. Introduction	4
2. General Bid Conditions	4
3. Timeline	5
4. Bid Submission Instructions.....	5
5. Clarification and Amendment Process	6
6. Terms of Contract.....	6
7. Specifications for the Mileage Tire Leasing Program	7
Leased Vehicles	8
8. Required Tasks, Services and Maintenance	8
Tire Deliveries and Inventory	8
Tires for Testing Purposes.....	8
Defective/Damaged Tires.....	8
Tire Repair and Maintenance.....	8
Mounting/Dismounting.....	8
Instruction	9
Disposal of Tires	9
No Value Tires	9
Title to Tires.....	9
Determination of Tire Value.....	9
9. Expiration of Agreement	10
10. Incurring Costs and Right to Cancel.....	10
11. Bid Rejection and Withdrawal	10
12. Bid Evaluation	11
13. Bid Award.....	11
14. Single Bid Response	11
15. General Conditions	11
Performance Requirement.....	11
Hold Harmless	11
Subcontracting	12
Licensing, Permits, and Taxes.....	12
Insurance	12
16. Claims.....	14
17. Waiver of Terms and Conditions	14
18. Interpretation, Jurisdiction, and Venue.....	14

19.	Compliance with Laws and Permits	14
20.	Replacement Services	14
21.	Lack of Funds.....	15
22.	Removal of Buses from Service.....	15
23.	Protest Procedures	15
	Protest Submittal	16
	Timing Requirements and Categories of Protests	16
	Protest Review	17
	Effects of Protest on Procurement Action	17
	Ability to proceed.....	18
	Summary Dismissal	18
	Protest Decision	18
	Appeals.....	18
24.	Federal Assurances & Certifications	19
	NO GOVERNMENT OBLIGATION TO THIRD PARTIES.....	19
	PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	19
	ACCESS TO RECORDS AND REPORTS.....	20
	FEDERAL CHANGES.....	20
	CIVIL RIGHTS REQUIREMENTS.....	20
	DISADVANTAGED BUSINESS ENTERPRISE (DBE)	22
	INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....	23
	TERMINATION	23
	GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT).....	25
	Access Requirements for Persons with Disabilities	26
	ENERGY CONSERVATION REQUIREMENTS.....	26
	Equal Employment Opportunity	26
	VIOLATION & BREACH OF CONTRACT.....	27
	LOBBYING RESTRICTIONS.....	28
	CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT	28
	NOTIFICATION TO FTA.....	28
	RECYCLED PRODUCTS (SOLID WASTES)	29
	SAFE OPERATIONS OF MOTOR VEHICLES	29
	PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT.....	30
	CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS)	30

25.	Appendix A: Required Forms	31
	FORM A: SIGNATURE AFFIDAVIT	32
	FORM B: OVERALL FEDERAL REGULATION COMPLIANCE.....	33
	FORM C: COMPLIANCE WITH SPECIFICATIONS/SCOPE OF WORK.....	34
	FORM D: DEBARMENT AND SUSPENSION CERTIFICATION (NONPROCUREMENT)	35
	FORM E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION	37
	FORM F: ACKNOWLEDGEMENT OF ADDENDA (IF NECESSARY).....	38
	FORM G: Bid Price Form.....	39
	FORM H: Tire Data Sheet	42
26.	Appendix B: Request for Consideration - Tire Data Sheet Form	44

1. Introduction

The City of Janesville (“CoJ”) is issuing this Invitation for Bid (“IFB”) to select a firm to provide a Mileage Tire Leasing Program for the CoJ and the Janesville Transit System (“JTS”).

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 provides fixed-route bus service throughout the corporate boundaries of the CoJ with a connecting route to Beloit. JTS operates from the Transit Services Center located at 101 Black Bridge Road in Janesville, WI 53545.

The Transit System operates a fleet of 18 buses in regular service over approximately 485,000 total miles each year.

The City reserves the right at any time and without notice to alter routes, mileage run, or number and type of vehicles in the fleet solely at its discretion. The specific models of vehicles in service and desired tire size are provided in Section 7.

2. General Bid Conditions

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.

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.

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, will become part of any subsequent contract between the successful bidder and the CoJ.

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.

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.

3. Timeline

1. **IFB Issuance** – Thursday, March 14, 2024
2. **Question Submittal Deadline** – Thursday, March 21, 2024 – On this date, bidders shall submit any questions or requests.
3. **Addenda Posted** – Monday, March 25, 2024 - On this date, the COJ will post responses to questions/requests received in the form of an addendum.
4. **Bid Submittal Period Begins** – Tuesday, March 26, 2024 - On this date, the COJ will begin accepting bids. Any bid submitted prior to this date shall not be considered by the COJ.
5. **Bid Submittal Deadline** – Friday, March 29, 2024 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.
6. **Execute Contract** – Week of April 1, 2024 (approximate)

4. Bid Submission Instructions

An emailed bid shall be received by JTS prior to the due date and time listed in the Timeline. The email subject line shall state: "BID FOR JTS-IFB-2024-01". The email file size maximum is 15MB. If file size is greater than 15MB, file may be shared through an online file sharing software (e.g. Microsoft OneDrive; Dropbox). Bid file format shall be Portable Document Format (PDF).

The bid shall be emailed to smithr@ci.janesville.wi.us Submitting a bid to any email address other than smithr@ci.janesville.wi.us does not constitute receipt of a bid by JTS.

It is the Bidder's responsibility to verify that the emailed bid has been timely received by JTS before the due date and time above. JTS is not responsible for late receipt of a bid, regardless of the reason for the delay. Proof of transmission does not constitute proof of receipt. The Bidder is responsible for confirming that their emailed bid response has been successfully received by JTS.

Submission of a bid shall constitute a firm offer by the bidder to JTS for one hundred twenty (120) days from the bid opening. A submitted bid does not commit JTS to award a contract, to pay any cost incurred in preparation of a bid, or to procure or contract for goods or services.

No person or entity submitting a bid in response to this IFB, nor any officer, employee, agent, representative, relative or consultant representing such a person (or entity) may contact through any means or engage in any discussion concerning the award of this contract with any member of JTS staff or any employee of JTS during the period beginning on the date of bid issue

and ending on the date of the selection of the contractor. Any such contact would be grounds for disqualification of the bidder. Contact with JTS staff during such time period must be limited to technical questions. The exception to this rule would be when the bidder being a current service provider is making contact concerning the current services being provided under a separate and current contract.

Each bid submitted must contain all required pertinent information, documents, and forms. Reference Appendix A: Required Forms to ensure all materials are included.

5. Clarification and Amendment Process

A bidder may submit to the CoJ a written request for an interpretation or clarification of this IFB. Such requests shall be sent via email to Rebecca Smith at smithr@ci.janesville.wi.us prior to the question submittal deadline listed in the Timeline.

The CoJ will review and prepare a written response to each request made by a bidder pursuant to this section. Responses will be shared in the form of an addendum. The addendum will be posted on the CoJ website.

If a bidder requests CoJ JTS approve a tire or consider a tire as an approved equal, the bidder must complete the Form I: Request for Consideration - Tire Data Sheet Form and submit it with their request/question prior to the question submittal deadline listed in the Timeline.

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 can be found in Appendix B. Without the acknowledgement of 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.

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.

6. Terms of Contract

The term of the contract shall be for a three (3) year period commencing following contract execution (expected in April 2024) and expiring on March 31, 2027.

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. 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.

Modifications—Any additional terms and conditions incorporated into the Contract will be mutually agreed upon by both parties. Any modifications to this Contract must be in writing and duly signed by both parties.

Assignment—Neither party shall assign, transfer, convey, sublet or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part hereof without prior consent, in writing, of the other party.

7. Specifications for the Mileage Tire Leasing Program

All tires and accessories to be furnished under this contract shall be of current design and manufacture. They will conform to all standards of the Tire and Rim Association of America and Federal Motor Vehicle Safety Standards for design, operation, and safety, and will be of a size and type approved by the vehicle manufacturers on the models of buses by JTS.

The City of Janesville contemplates the replacement of some of its buses with new vehicles during the course of this contract. Replacement vehicles are assumed, but not guaranteed to be full size (35' - 40') heavy-duty transit buses, which may be of standard floor or low floor design. Successful bidder/ shall furnish tires for these vehicles to the manufacturer at the appropriate time.

The following specifications represent the minimum acceptable items and configuration to be bid. When submitting a bid, proposers shall indicate their compliance or variation from this specification for the items offered by completing Form H Tire Data Sheet.

1. Tire Size—Tire size is 315/80R22.5
2. Tread Width – minimum 12.3 inches
3. Tread Depth – minimum 27/32 inches
4. Load Range—shall be minimum load range 158/156L for heavy-duty buses
5. Type—Tires for the heavy duty transit buses shall be Radial, tubeless, “Mileage” type specifically designed for heavy duty public transit buses.
6. Ply – minimum 20 ply
7. Life Expectancy - CoJ JTS currently experiences a tire life expectancy of about 55,000 miles per tire. Bidders shall state the expected tire life mileage of the bid tire on Form H Tire Data Sheet.
8. Recap Tires—JTS DOES NOT accept and will not allow Recap Tires for use on its buses during the life of this contract.
9. Tires to be obtained under this solicitation shall be suitable for use on the following described make and model vehicles:

Make	Model	GVWR	GAWR (front)	GAWR (rear)	Quantity
Gillig	35ft. Diesel Low Floor G27B102N 4	39,600 lb.	14,600 lb.	25,000 lb.	17
Gillig	40 ft Diesel Low Floor	39,400 lb.	14,400 lb.	25,000 lb.	1, pending receipt of grant

Leased Vehicles

Not applicable at this time.

8. Required Tasks, Services and Maintenance

Tire Deliveries and Inventory

All tires furnished under this contract shall be delivered by the contractor to the JTS facility at the contractor's expense. Contractor shall provide sufficient new first run tires specified in the "Specifications for the Mileage Tire Leasing Program" section of the IFB to meet the on-going needs of JTS operations, as determined by the Transit Maintenance Supervisor. Additional tires to replenish inventory shall be promptly provided, not more than 30 days after order by JTS. Casings to be recapped will be shipped from the JTS facility to the contractor's recapping facility at the contractor's expense.

Tires for Testing Purposes

JTS may use up to 5% of its fleet, for test purposes, on tires of other manufacturers. The Contractor shall not be responsible for any warranties or services related to any such test tires from companies other than the Contractor.

Defective/Damaged Tires

Tires which fail in service due to defects in materials and workmanship, or tires which are damaged in shipment will be the responsibility of the contractor.

Tire Repair and Maintenance

Those supplies such as patches, valve stems, valve cores, etc. shall be supplied by the Contractor at no extra charge.

Mounting/Dismounting

JTS will mount, dismount and repair tires, but reserves the right to have this work performed by a qualified outside source or sources. Said outside sources will allow Contractor access to their property to inspect their facility and procedures for all work performed.

Instruction

Contractor shall provide any necessary instruction on tire maintenance and repair to JTS employees or employees of any tire service contractor employed by JTS, at its expense.

Disposal of Tires

Disposal of scrap tires used under this contract shall be the contractor's responsibility, to include the payment of any transportation charges and disposal fees. Bidders are hereby notified that the City of Janesville, in accordance with Wisconsin State Law, has enacted a series of ordinances concerning [solid waste](#), mandatory [tire recycling](#) and fees associated with tire disposal ([Fee Schedule](#)). The links provided will direct readers to the City's online ordinance portal.

No Value Tires

Upon request by the City, the contractor will furnish no-value tires to the City for the sole purpose of equipping the City's obsolete or out-of-service vehicles. It is understood that a no-value tire means any tire furnished under this contract which has been determined by the contractor to be permanently unfit for further service under this contract. It is also understood that obsolete or out-of-service vehicle means any vehicle furnished with tires under the contract which has been determined by the City to be unfit for further service under this contract. The City agrees that (i) such no-value tires are provided as-is with no warranties as to the condition or fitness of such tires for continued use, and (ii) the City assumes all liability for use and possession of no-value tires furnished by the Contractor.

Title to Tires

Title to all tires furnished by the Contractor during the life of the contract, termination of the contract under the terms as set forth within shall remain at all times in the Contractor's name until it has received full payment of all sums due at the termination by full performance and expiration of the contract or purchase of the tires due to removal from service as set forth within Section 22, "Removal of Buses From Service". The City agrees to assume responsibility for the safekeeping of all such tires and equipment and to reimburse the Contractor for any loss resulting from the City's failure to safely keep such tires and equipment, except to the extent that such loss occurs from actions or occurrences which are reasonable beyond the City's control (i.e. force majeure).

Determination of Tire Value

Any tires which have been damaged beyond repair by an accident, abuse or fire, or have been lost, sold, or purchased, shall be paid for by JTS as of the date of damage, loss, sale, etc. by paying for any mileage remaining thereon. "Abuse" to a tire means partial or total destruction of a tire by means other than normal wear, including but not limited to destruction caused by running the tire underinflated, overloaded, flat, on bent rims, damaged from brake heat, chains of the wrong design or that are improperly applied, curbing, road hazards, or due to misalignment. When a tire is not available for inspection to apply the following formula whether lost, stolen or otherwise missing, or destroyed by a fire, or involved in a collision or accident, JTS will not reimburse the Contractor in excess of fifty percent (50%) of the current value of a similar tire, unless the Contractor can provide an auditable accounting of the tires accurate mileage prior to the loss. Payment for original tires shall be prorated by determining

the percentage of useable rubber remaining multiplied by the following base mileage average times the applicable billing rate per tire mile.

BASE MILEAGE AVERAGE	
Tire Size	Original
315/80R22.5	55,000

Any payment for tires and tubes required to be purchased by the City under this Paragraph or any other provision of this Agreement shall be made within thirty days after date of invoice covering purchase thereof. City will acquire each such used tire as is, and the Contractor makes no warranties as to the condition of fitness for continued use of such tires.

9. Expiration of Agreement

Upon the termination by full performance and expiration of this Agreement, unless the parties enter into a new Tire Lease Agreement to become effective immediately, the City may issue written notice via CERTIFIED MAIL prior to the expiration date of this Agreement, and all addenda, and elect to continue using (“run out”) all the tires in the City’s possession at the rate or rates in effect during the six months prior to termination until permanently removed from service, but in no event shall such period exceed thirty-six (36) months after the normal termination date, including any of the additional one (1) year extensions, if taken. During said thirty-six month period, the City shall, to the extent practicable, continuously use such tires until they are rendered permanently unfit for service. During said run out period, all terms and conditions of this Agreement shall continue in effect; provided, however, that the Contractor shall not be obligated to furnish any service to the City or to furnish replacement tires for those tires removed from service. At the expiration of said run out period, the City shall pay for remaining tire miles at the price and the manner set forth in DETERMINATION OF TIRE VALUE.

10. Incurring Costs and Right to Cancel

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.

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

11. Bid Rejection and Withdrawal

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.

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.

After the bid receipt deadline, bids may not be withdrawn without written approval of or from the CoJ.

12. Bid Evaluation

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.

The CoJ intends to evaluate each bid based upon information provided with all required certifications and forms; and the information received in the bid price form and tire data sheet.

The CoJ will use a predetermined formula based upon the annual anticipated usage of each line item in the bid price form and tire data sheet to calculate the lowest bid.

13. Bid Award

Upon award of the bid, the CoJ and the successful bidder shall promptly execute the final contract documents. Proof of insurance shall be provided to the CoJ prior to executing the contract. The written contract shall bind the successful bidder to the price stated in the bid and in accordance with all other terms and conditions stated in this IFB. 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.

14. 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.

15. General Conditions

Performance Requirement

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. 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.

Notwithstanding any other provision of this Contract to the contrary, in no event shall either party be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Contract or the provision of tires and/or services, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.”

Subcontracting

The successful bidder will not enter into any subcontract except with the prior review and written approval of the CoJ.

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.

The successful bidder shall be fully responsible for all work performed by any subcontractor.

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.

All subcontracts will incorporate in full all appropriate conditions and terms as set forth herein.

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

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. 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 bid 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 to the extent caused by operations under this bid 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. The minimum amount of insurance shall be as follows:

1. 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.
2. General Liability Insurance or self-insurance 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.
3. 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.
 - a. All such policies as required above shall be endorsed to provide a ten (10) day written notice of cancellation, renewal, or material change to the CoJ in accordance with policy provisions, but in no event less than ten (10) days prior written notice.
 - b. 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.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Proof that such insurance coverage exists as required above shall be furnished to the CoJ in the form of certificates of insurance and submitted with bid documents. Renewal or replacement proofs of insurance shall be furnished prior to the expiration date or termination date of any policy in compliance with the requirements of the contract.
 - g. If the successful bidder fails to provide 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.

16. Claims

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 forty-eight (48) hours of the submission of the claim to the successful bidder. A written description of the claim must be submitted within seventy-two (72) hours of the submission of the claim to the successful bidder.

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.

17. 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.

18. Interpretation, Jurisdiction, and Venue

All contractual agreements shall be subject to, governed by, construed, and interpreted solely according to the laws of the State of Wisconsin. The successful bidder hereby consents and submits to the jurisdiction of the appropriate courts of Wisconsin or of the United States having jurisdiction in Wisconsin for adjudication of any suit or cause 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 of action may be brought solely in a court of competent jurisdiction of Rock County, Wisconsin.

19. 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 the CoJ certificates of compliance with all such laws, orders, and regulations as it pertains to this lease contract.

20. Replacement Services

In the event the successful bidder is unable, due to a strike, work stoppage, war, acts of terrorism, fires, shortage of energy source or raw material, 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").

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.

Prior to implementing Replacement Service, the CoJ shall notify the successful bidder in writing and provide the successful bidder ten (10) days in which to cure its noncompliance.

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.

21. Lack of Funds

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.

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.

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.

In the event of the unavailability of funding, the CoJ, upon termination, will pay for all unused mileage in the relevant tires and take title to such tires "as is."

22. Removal of Buses from Service

The City will notify the Contractor prior to the sale or disposition of any of the City's vehicles equipped with the Contractor's tires. The City shall have the option of removing said tires for use on other buses or selling tires with buses. In the event the tires are sold with a bus, they will be purchased at a mutually agreed price as set forth in accordance with the "Determination of Tire Value" as described within this IFB document.

23. Protest Procedures

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.

Protests of an interested party regarding the procurement actions of the CoJ must be considered and determined in accordance with the following procedures.

Any interested party may file a protest with the CoJ upon one or more of the following grounds:

- a) The CoJ has failed to comply with applicable Federal or State law;
- b) The CoJ has failed to comply with its procurement procedures;
- c) The CoJ has failed to comply with the terms of this solicitation;
- d) The CoJ has issued improperly restrictive or discriminatory specifications.

Protest Submittal

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:

1. 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;
2. 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;
3. Identification of the procurement;
4. A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
5. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
6. A complete discussion of the basis for the protest, including all supporting facts, documents, and data;
7. A statement of the specific relief requested; and
8. Any relevant supporting documentation the protesting party desires the CoJ to consider in making its decision.
9. 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)

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

The CoJ shall notify the protestor of timely receipt of a protest whether the protest is being considered.

Upon receipt of the protest the protest reviewer shall notify all parties involved in the procurement.

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.

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.

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 bids until resolution of the protest. The filing of the protest will not, however, change the date on which bids 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 bid evaluation or contract award:

Upon receipt of a timely protest regarding evaluation of bids 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

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.

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.

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 bids, revised evaluation of bids, the CoJ's determinations, or termination of the Contract.

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

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.

The CoJ may proceed with the procurement in spite of a pending protest at the FTA if any of the following conditions are met:

- a) The service or item to be procured is urgently required.
- b) The delivery or performance will be unduly delayed by failure to make the award promptly.
- c) The failure to make prompt award will otherwise cause undue harm to the CoJ or the Federal Government.

24.Federal Assurances & Certifications

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

FTA Circular 4220.1F

No Obligation by the Federal Government.

The COJ and the successful bidder ("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 COJ, the 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:

Where the CoJ is not a State but a local government and is the FTA subrecipient or a subgrantee of the FTA subrecipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the CoJ, 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.

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.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11). Any access to Contractor's records and reports pursuant to this section shall be upon three (3) days' prior written notice, during normal business hours and at the sole cost and expense of the accessing party.

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

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 CoJ 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

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule 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 DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Disadvantaged Business Enterprises

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 1.2%, however, there is no DBE goal set for this contract.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Janesville Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. The successful bidder will be required to report its DBE participation obtained through race/gender-neutral means throughout the period of performance.
- d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Janesville Transit. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify Janesville 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 the Janesville Transit System.

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 CoJ requests which would cause the CoJ 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) Either party may terminate this Contract, in whole or in part, at any time by a thirty (30) days' prior written notice to the other party. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination, along with the remaining value of tread on leased tires mounted on buses and in spare stock. 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 along with close-out costs which include the remaining value of tread on leased tires mounted on buses and in spare stock." If the Contractor has any property in its possession belonging to the CoJ, the Contractor will account for the same, and dispose of it in the manner that the CoJ 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 CoJ 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 along with close-out costs which include the remaining value of tread on leased tires mounted on buses and in spare stock.

If it is later determined by the CoJ and/or its City Manager 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 CoJ and/or the City Manager, 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.

If the CoJ fails to make any payment due or to perform any obligation under this Contract, the Contractor may, at its option and without waiving or limiting any of its other rights or remedies under this Contract or at law, declare all of the CoJ's indebtedness and obligations to the Contractor to be immediately due and payable and may immediately terminate this Contract by giving written notice to the CoJ to that effect. Upon termination of this Contract for default by the Contractor, the Contractor shall be paid the remaining value of tread on leased tires mounted on buses and in spare stock."

c. Opportunity to Cure (General Provision) The CoJ and/or City Manager in its/his joint and several sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days 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 CoJ 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from the CoJ setting forth the nature of said breach or default, the CoJ 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 CoJ 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 CoJ elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the CoJ shall not limit the CoJ'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 CoJ may terminate this contract for default. The CoJ 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 CoJ.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (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 Rusk County/Indianhead's RFP 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 subparagraphs a. through d. above, I will promptly provide any necessary information to Janesville Transit.

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.

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.

Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor must prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor must also comply with: (a) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.; (b) Title I of the Americans with Rev. 02/2023 FTA Master Agreement dated November 2, 2022

Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; (c) Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs; (d) federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement; and (e) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients." Further, Contractor must follow other federal guidance pertaining to EEO laws, regulations, and requirements.

2. Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), Contractor must take affirmative action that includes, but is not limited to: (a) recruitment advertising, recruitment, and employment; (b) rates of pay and other forms of compensation; (c) selection for training, including apprenticeship, and upgrading; and (d) transfers, demotions, layoffs, and terminations.

3. Indian Tribe. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

4. Equal Employment Opportunity for Construction Activities. When undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), Contractor must comply with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

VIOLATION & BREACH OF CONTRACT

[These requirements are not applicable to contracts and subcontracts under the simplified acquisition threshold (currently set at \$250,000).] Unless otherwise provided for by the AGENCY, the following provisions shall apply: A. Dispute Resolution. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of AGENCY. This decision shall be final and conclusive unless within ten calendar days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the authorized representative of AGENCY. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of AGENCY shall be binding upon Contractor, and Contractor shall abide by the Rev. 02/2023 FTA Master Agreement dated November 2, 2022 decision. B. Performance During Disputes. Notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction. C. Rights and Remedies. The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract, nor shall any

such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed upon in writing.

LOBBYING RESTRICTIONS.

[These requirements do not apply to contracts and subcontracts under \$100,000.] Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] –

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the AGENCY.

CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT

[These requirements do not apply to contracts and subcontracts under \$150,000.]

Contractor shall ensure that it: (A) will not use any violating facilities; (B) will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" (C) will report violations of use of prohibited facilities to FTA; and (D) will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251- 1387).

NOTIFICATION TO FTA

[These requirements apply to all contracts and subcontracts in excess of \$25,000.] If a current or prospective legal matter that may affect the Federal Government emerges, Contractor must promptly notify the Janesville Transit System, which must then promptly notify the FTA Chief Counsel and FTA Regional Counsel for Region 5. Contractor must include an equivalent provision in its subagreements at every tier for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

A. Types of Legal Matters Requiring Notification. 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.

B. Matters Affecting the Federal Government. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the Contract, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

C. Additional Notice to U.S. DOT Inspector General. Contractor must promptly notify the AGENCY, which must then promptly notify the U.S. DOT Inspector General in addition to the

FTA Chief Counsel or Regional Counsel for Region 9 if Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Contract or another agreement between the AGENCY and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the AGENCY. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a Rev. 02/2023 FTA Master Agreement dated November 2, 2022 criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of Contractor. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision also applies to all divisions of the AGENCY, including divisions tasked with law enforcement or investigatory functions.

RECYCLED PRODUCTS (SOLID WASTES)

[These requirements apply to all contracts and subcontracts involving the purchase of items designated by the EPA (that contain the highest percentage of recovered materials practicable) in excess of \$10,000. See 40 C.F.R part 247 for federal designation of items.] Contractor shall provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 CFR part 247. The requirements of Section 6002 include: (A) procuring only items designated in guidelines of the U.S. EPA at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (B) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (C) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SAFE OPERATIONS OF MOTOR VEHICLES

A. Seat Belt Use. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by Contractor or AGENCY.

B. Distracted Driving. Contractor shall adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

C. Subcontracts. Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the micro-purchase threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award

PROHIBITED TELECOMMUNICATIONS/SURVEILLANCE SERVICES/EQUIPMENT

The AGENCY is prohibited from obligating or expending loan or grant funds to: procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or Rev. 02/2023 FTA Master Agreement dated November 2, 2022 extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractor shall not provide covered telecommunications equipment or services in the performance of the Contract. As described in Public Law 115-232, section 889, covered telecommunications equipment is: (A) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (B) video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes; (C) Telecommunications or video surveillance services provided by such entities or using such equipment; and (D) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

CARGO PREFERENCE (USE OF U.S.-FLAG VESSELS)

[These requirements apply to all contracts involving equipment, material, or commodities that may be transported by ocean vessels.] A. Contractor shall 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 Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; B. Contractor shall 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 loading 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 Contractor in the case of a subcontractor's bill-of-lading); and C. Contractor shall 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

25. Appendix A: Required Forms

The following forms must be executed by bidder and submitted with bids to Janesville Transit System. All forms must be completed fully; failure to complete all forms may result in disqualification from this procurement.

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
7. Form G: Bid Price Form
8. Form H: Tire Data Sheet

FORM A: SIGNATURE AFFIDAVIT

SIGNATURE FORM

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 bid, hereby agrees with all the terms, conditions, and specifications required by COJ in this Invitation for Bid, and declare that the attached bid 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 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 and submitted to WisDOT by Janesville Transit System with the bids before the award of a contract.

Compliance With Specifications

(Bidder certifies)

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

A. _____ The bidder 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 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 hereby states that it will comply with the specifications in all areas except those noted on the attached page. The bidder understands that those exceptions to the specifications may be considered non-responsive, and may be rejected.

Date: _____

Name: _____

Signature: _____

Company Name (bidder): _____

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 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 Janesville Transit.

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.

DBE Approval Certification

(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.janesvillewi.gov>

The undersigned hereby acknowledges receipt of the following addenda:

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:

FORM G: Bid Price Form

The bid price form must include all pricing elements; submit additional bid price pages as necessary.

Mileage Rate

Bidder shall quote a 6 wheel mileage rate for heavy duty transit bus tires. If contractor includes a rate adjustment clause, a bonus clause, or any other pricing arrangement/clause in its bid, said clause(s) shall be fully explained as to their operation in the bid. Submit additional explanation as necessary.

Form G: Bid Price Form

The bid price form must include all pricing elements; submit additional bid price pages as necessary.

Bidder shall quote a 6 wheel mileage rate for heavy duty transit bus tires. If contractor includes a rate adjustment clause, a bonus clause, or any other pricing arrangement/clause in its bid, said clause(s) shall be fully explained as to their operation in the bid. Submit additional explanation as necessary.

Company Name:

Item Description	Year One Upon Execution – 3/31/2025	Year Two 4/1/2025 - 3/31/2026	Year Three 4/1/2026 - 3/31/2027	Option 1 4/1/2027 - 3/31/2028	Option 2 4/1/2028 - 3/31/2029
Rate per tire mile for 315/80R22.5					
Six (6) wheel per mile rate (6 wheels per bus) 315/80R22.5					

Form G: Bid Price Form VENDOR'S SIGNATURE:

Vendor Full Legal Name:

Bidders Contact Name & Title (Type or
Print):

Authorized Signature:

Date:

FORM H: Tire Data Sheet

Please complete this form referencing Section 7, Specifications for Mileage Tire Leasing Program.

Form H: Tire Data Sheet

Please complete this form referencing Section 7, Specifications for Mileage Tire Leasing Program.

Company Name:			
Manufacturer:			
Product Description-model, size, etc:			
	Compliance to Specifications:		
Specs:	Yes (X)	No (X)	Add'l Information:
Does the bid tires conform to all standards of the Federal Motor Vehicle Safety Standards for design, operation and safety?			
Does the bid tires conform to all standards of the Tire and Rim Association of America Standards for design, operation and safety?			
Is the Tread Width a minimum of 12.3 inches?			
What is the Tread Width?			Tread Width_____
Is the Tread Depth a minimum of 27/32 inches?			
What is the Tread Depth?			Tread Depth_____
Is the Load Range a Minimum of 158/156L?			
What is the Load Range?			Load Range:_____
Is the tire Heavy Duty Radial, Tubeless, Mileage type?			
Is the tire Ply a Minimum 20 Ply?			
What is the tire Ply?			Tire Ply_____
What is the expected tire life mileage of the tire?			_____expected life miles per tire

Form H: Tire Data Sheet VENDOR'S SIGNATURE:

Vendor Full Legal Name:

Bidders Contact Name & Title (Type or
Print):

Authorized Signature:

Date:

26. Appendix B: Request for Consideration - Tire Data Sheet Form

If a bidder requests CoJ JTS approve a tire or consider a tire as an approved equal, the bidder must complete Appendix B: Request for Clarification - Tire Data Sheet and submit it with their question/request prior to the question submittal deadline. CoJ response will be released with the Addendum. Review Section 5 for details about the amendment process and Section 7 for a description of the salient characteristics of the tire being procured.

Appendix B: Request for Consideration - Tire Data Sheet Form

If a bidder requests CoJ JTS approve a tire or consider a tire as an approved equal, the bidder must complete Appendix B: Request for Clarification - Tire Data Sheet and submit it with their question/request prior to the question submittal deadline. CoJ response will be released with the Addendum. Review Section 5 for details about the amendment process and Section 7 for a description of the salient characteristics of the tire being procured.

Company Name:			
Manufacturer:			
Product Description-model, size, etc:			
	Compliance to		
Specs:	Yes (X)	No (X)	Add'l Information:
Does the bid tires conform to all standards of the Federal Motor Vehicle Safety Standards for design, operation and safety?			
Does the bid tires conform to all standards of the Tire and Rim Association of America Standards for design, operation and safety?			
Is the Tread Width a minimum of 12.3 inches?			
What is the Tread Width?			Tread Width _____
Is the Tread Depth a minimum of 27/32 inches?			
What is the Tread Depth?			Tread Depth _____
Is the Load Range a Minimum of 158/156L?			
What is the Load Range?			Load Range: _____
Is the tire Heavy Duty Radial, Tubeless, Mileage type?			
Is the tire Ply a Minimum 20 Ply?			
What is the tire Ply?			Tire Ply _____
What is the expected tire life mileage of the tire?			_____ expected life miles per tire