

**CITY OF APPLETON, WISCONSIN  
REQUEST FOR QUOTE RFQ VT23-002  
TIRE LEASING  
VALLEY TRANSIT**



**Valley Transit**

CONNECTING THE **FOX CITIES**

<b>Request for Quote (RFQ) Schedule of Events</b>	
<b>February 9, 2023</b>	RFQ issued to vendors and posted on website
<b>February 12 &amp; 19, 2023</b>	Public advertisement of RFQ
<b>February 21, 2023</b>	Questions from Vendors due (written only)
<b>February 27, 2023</b>	Addendum issued (if required)
<b>March 7, 2023, SEALED 2:00 PM CST</b>	<b>DUE DATE FOR RFQ VT23-002</b> (by <b>2:00 PM</b> CST, opened in Valley Transit Conference Room)
<b>April 6, 2023</b>	Projected award notification date pending Transit Commission approval March 21, 2023 & City Council approval April 5, 2023
<b>FIVE (5) RFQ Document Sets</b>	Submit FIVE complete sets of all documents. One (1) original and four (4) copies are acceptable. Proposing firms are also requested to provide a <b>CD or USB Flash Drive with an electronic (.pdf) version of their proposal</b> for ease of storage and transmittal between City stakeholders.
<b>Method of submittal</b>	<b>SEALED</b> envelope only, by mail, delivery or in person. No fax or email. Submit five (5) complete sets of documents.
<b>Submit Bids to</b>	Debra Ebben Valley Transit, Administrative Services Manager 801 S. Whitman Ave., Appleton, WI 54914 <b>RFQ VT23-002 – Tire Leasing</b>
<b>Purchasing email and phone</b>	Debra.Ebben@appleton.org or Phone: 920-832-2292

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances. All quotes are due by the time specified. Any quote received at the designated location after the required time and date specified for receipt shall be considered late and nonresponsive.

**CITY OF APPLETON – REQUEST FOR QUOTE  
VALLEY TRANSIT RFQ VT23-002  
TIRE LEASING CONTRACT**

**GENERAL CONTRACTUAL INFORMATION AND INSTRUCTIONS TO BIDDERS**

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Valley Transit, a department of the City of Appleton (City) is requesting your consideration to participate in our Request for Quote (RFQ). This section lists basic information and instructions. All Vendors are expected to read this section thoroughly to ensure full understanding of the conditions. These are considered general terms & conditions. Specific requirements as stated in the specifications will take precedence over these general terms & conditions. Thank you for the time and effort you put forth in responding. We sincerely look forward to hearing from your company.

**QUESTIONS:** Vendors are asked to examine this RFQ upon receipt. If necessary, Vendors should make a written request for interpretation or correction of any ambiguity, inconsistency, or error discovered. All questions or clarifications shall only be directed in writing via mail, fax, or e-mail to the listed Purchasing Agent before to the designated deadline for written questions. Questions received after this date may not be responded to. Any contact or attempt to contact any other employee of the City regarding this RFQ may result in the immediate disqualification of the Vendor. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written addenda will be binding.

**ADDENDA:** Questions will be responded to in the form of written addenda to all Vendors. It shall be the responsibility of each Vendor, prior to submitting their quote, to determine if addenda were issued. Addenda will be issued electronically via email and posted on the City of Appleton, Valley Transit website at: <https://myvalleytransit.com/business/>. All addenda issued shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Quote Signature Page.

**NON-RESTRICTIVE SPECIFICATIONS AND VENDOR ALTERNATES:** Specifications are intended to define the level of quality and performance of this purchase and not to restrict competition. Where certain brands or part number are specified, it is for illustration or to establish a standard of quality (unless 'No Substitution' is noted). Vendors may offer one or more alternates with lesser or greater features; however, the City reserves the right to make its selection based on the best interest of the City. The City will make the decision based on City personnel if it is an approved equal. Vendors offering alternates shall submit, with their quote, an itemized comparison with this specification, documenting equivalence for quality, performance, etc. ALL SUCH ITEMIZED LISTS SHALL BE PRESENTED IN THE EXACT SAME ORDER AS THE CITY SPECIFICATIONS AND SHALL REFERENCE THE CITY ITEM NUMBER. Failure to identify exceptions or deviations in this manner may be a basis to declare the quote as non-responsive. If in your opinion, any of the specifications, terms and conditions of this RFQ prevents you from offering a quote, consideration will be given to a Vendor's request for change.

**QUOTATION OPENING:** Quotations will be publicly opened and read on the quotation due date and in the Conference Room noted above, Valley Transit, 801 S. Whitman Ave., Appleton, WI. The time for sealed bid openings is 2:00 pm CST for quotes issued.

**QUOTATION EVALUATION PROCEDURE:** An evaluation team will evaluate and select the low, responsible and responsive quote. A panel interview may be conducted with the vendor(s) to determine the overall best value for the City based on, but not limited to, company, personnel, references, qualifications and employee training. A supplier's submission of a quotation constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination.

**AWARD NOTICE:** After an award is made, a quotation tabulation summary will be available by email. Quotation results will not be given over the telephone.

### **PROTEST PROCEDURE:**

#### Applicability.

These protest procedures apply to all Valley Transit formal competitive procurements (RFPs, RFQs and IFBs), unless different procedures are included in the procurement documents. Procurements that intend to utilize the protest procedures set forth herein should include a reference to these procedures. As used in this section, an "interested party" is any person or entity that has timely submitted a bid or proposal in response to a formal procurement. Protests may only be filed by an interested party.

#### Guidelines for Protests.

Strict compliance. Strict compliance with the protest procedures is required. No statement by Valley Transit employees, officers, or agents will modify or otherwise alter the protest procedures. Only Valley Transit's governing boards are authorized to modify these procedures, or the protest procedures set forth in the applicable procurement documents.

Exhaustion of Remedies Required Prior to Pursuing Protest with Federal Funding Agency or any legal action in any court or tribunal. The protest procedures are intended to constitute administrative remedies that must be exhausted prior to an interested party commencing any legal action or requesting review by any applicable federal funding agency.

Deadline. Protests must be filed promptly after the basis for the protest is known, but no later than:

- Protests relating to the procurement solicitation must be submitted in writing no later than five (5) working days from the date of the first published advertisement.
- Protests relating to the evaluation process must be submitted in writing no later than five (5) working days from the postmarked date of recommended award notification correspondence sent by Valley Transit to the vendor.
- Protest relating to the award must be submitted in writing no later than five (5) working

days from the date of the award.

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

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

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

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

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

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

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

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

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

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

recommendation of the FCTC will then be forwarded to the Appleton Common Council for ultimate local disposition of the protest.

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

**TERMINATION OF CONTRACT:** The City may terminate the resulting contract at any time by a thirty (30) day's prior to "notice in writing" from the Valley Transit General Manager to the Vendor. If the City terminates the contract with the Vendor, the Vendor shall be entitled to receive payment for work completed up to the date of notice.

**COMPLETE INFORMATION:** Vendors shall submit all specifications or requirements included within the provisions of the Contract prior to the quotation opening. Failure to enclose all necessary attachments by the time the quotations are opened may disqualify the Vendor from being awarded the contract.

**SUBSTANCE ABUSE PREVENTION:** The owner recognizes and supports alcohol & drug free workplace programs as an important element in the national strategy to reduce the devastating effects of drug and alcohol abuse in our society. The owner urges contractors, subcontractors, suppliers and vendors to establish and enforce drug free workplace policies and programs.

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## MISCELLANEOUS CONDITIONS

- **RIGHT TO ACCEPT/REJECT:** The City reserves the right to accept or reject any or all quotations or to waive any technicality, and accept any quotation deemed to be in the best interests of the City.
- **RIGHT TO AWARD ALL OR A PORTION:** It is the City's /Valley Transit's intention to award a contract for tire leasing in whole to one vendor. But, the City reserves the right to award all or a portion of this request to one or more Vendors on a line item basis. Vendor to indicate any additional discount allowed for award of entire order.
- **FINANCIAL COMMITMENTS:** All financial commitments by Valley Transit are subject to the availability of funds approved by the City and/or Fox Cities Transit Commission.
- **INCURRING COSTS AND RESERVE RIGHT TO CANCEL:** The City will not be responsible for any expenses incurred by any Vendor in the development of a response to this RFQ, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the City and/or its representatives. Further, the City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Vendor even if the Transit Commission has formally accepted a recommendation.
- **RIGHT TO CANCEL:** The City reserves the right to cancel this agreement and any resulting agreement at any time with 30 days prior written notice.
- **FIRM PRICING:** Offered prices shall remain firm for a minimum of **90 days** after the due date of this solicitation to allow evaluation and award determination, unless indicated otherwise. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the quotation. The City will provide tax exemption certificates to insure proper invoicing.
- **STATUTORY INFORMATION:** Any contractual agreement resulting from this RFQ shall be construed in accordance with the laws of the State of Wisconsin. Any litigation between the parties arising out of, or in connection with the contract shall be initiated either in the court system of the State of Wisconsin with venue in Outagamie County or the United States District Court for the Eastern District of Wisconsin.

All project participants, consultants, engineers, and Vendors, must comply with all applicable Federal, State and local laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted quotations are revocable if contrary to law.

It shall be understood any quotation and any/all referencing information submitted in response to this RFQ shall become the property of the City and will not be returned. The City will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
- **NONDISCRIMINATION:** In connection with the performance of work under this agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry in accordance with applicable law. This provision must be included in all subcontracts.
- **ASSIGNMENT OR SUBCONTRACT:** Neither party shall assign any right or interest, nor delegate or subcontract any obligation owed without the written consent of the other.

- **INDEPENDENT CONTRACTOR STATUS:** The Contractor agrees it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.
- **NON-COMPLIANCE:** Submission of a quotation constitutes confirmation your firm is not presently on any lists maintained by the Wisconsin Department of Administration, or any other State or the Federal Government, for non-compliance with any requirements, including equal opportunity and/or affirmative action.
- **PATENT INFRINGEMENT:** The Vendor shall indemnify and hold harmless the City of Appleton and all persons acting for or on their behalf from all suits and claims against them, or any of them, arising from or occasioned by the authorized use of any material, equipment or apparatus, or any part thereof, in each case owned or supplied by the Vendor which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Vendor, within a reasonable time, will at its expense, and as the agencies may elect, replace such material, equipment or apparatus with non-infringing material, equipment, or apparatus, or remove the material, equipment, or apparatus, and refund the sums paid therefore.

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**~ QUOTATION SUBMITTAL FORMS ~**

- FORMAT:** Vendor shall complete every space in the 'Vendors Column' with a (√) to indicate compliance with specification or (Exception) to indicate any deviation from specification. Any items appearing in the manufacturer's specifications furnished by the vendor are assumed to be included in this quotation. Note any exceptions to standard manufacturer's specifications.
- COMPLETE REQUIREMENTS:** While every effort has been made to ensure the accuracy and completeness of the information in this RFQ, the City recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in the requirements of this RFQ. Therefore, it is the Vendor's responsibility to include in their quotation all requirements necessary for the full and faithful performance of the requested goods/services in accordance with the objectives of the City. The goods/services offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>
1.	<p><b>CONTRACT SCOPE:</b> Valley Transit, a department of the City of Appleton is requesting bids from qualified vendors for a five (5) year leasing agreement for tires for Valley Transit's fleet of passenger buses.</p> <p>a) This contract includes furnishing bus mileage tires for use by Valley Transit in its day-to-day operations for a period of five (5) years, plus run-out.</p> <p>b) It is Valley Transit's intent to exercise the "Run-out" clause (Section 18) at the contract expiration date, under the terms and conditions of this agreement at the last tire mileage rate, should there be a change in supplier at that time. Any remaining tires after that 36 month "Run-Out" period may be purchased based upon usable rubber remaining as outlined in section (16.b.).</p>	
2.	<p><b>CONTRACT TERM:</b> The contract will commence on June 1, 2023 and expire on May 31, 2028.</p>	
3.	<p><b>FEDERAL REQUIREMENTS:</b> Valley Transit is a recipient of Federal Transit Administration funds and as such, must comply with all applicable Federal procurement requirements. Vendors, to be eligible to bid on this contract, must be in compliance with all Federally required and other model clauses contained in this RFQ.</p> <p>Should a mandated FTA regulation be passed which impacts the ability of the Contractor to maintain the pricing structure outlined in the submitted bid, the Contractor and Valley Transit will participate in a new pricing structure that is</p>	



	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>
	<p>agreeable to both parties.</p> <p>Should Valley Transit exercise its rights to terminate the contract according to the City's terms and conditions (page 3 – Termination of Contract) or FTA required clauses. The Contractor will be compensated for the current stock in possession of Valley Transit under the terms of the standard run out clause (section 18).</p> <p>The City and Valley Transit do not have authority to make any changes to the Federal Transit Clauses. All requests to amend or make modifications to the FEDERAL TRANSIT ADMINISTRATION CLAUSES WILL BE DENIED.</p>	
4.	<p><b>AWARD:</b></p> <p>a) It is the intent of the City and Valley Transit to award a contract within sixty (60) days after the bids are opened.</p> <p>b) Valley Transit and the City of Appleton reserve the right to award a contract having the lowest five (5) year tire leasing cost based on fixed rate bid, or bid that proves to be in the best interest of Valley Transit and the City of Appleton.</p>	
5.	<p><b>GENERAL INFORMATION:</b></p> <p>a) VALLEY TRANSIT currently operates a fleet of 28 heavy duty transit buses, equipped with purchased tires, in regular service.</p> <p>b) Valley Transit's projected 2023 annual bus miles, 5,014,000 tire miles. The specific models of buses, in service and tire sizes, currently in use are listed in section (6. b.).</p> <p>c) This procurement is subject to financial assistance between the City of Appleton/Valley Transit and the Federal Transit Administration (FTA) and will be made in accordance with their policies.</p>	

	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>																																										
<p><b>6.</b></p>	<p><b>GENERAL REQUIREMENTS:</b></p> <p>a) All tires furnished under this contract shall be of current design and manufacture. They will conform to all applicable standards of the Tire and Rim Association of America, and the applicable Federal Motor Vehicle Safety Standards for design, operation and safety. Tires will be of a size and type approved by the coach manufacture and the model of buses operated by Valley Transit.</p> <p>b) Tires supplied under this contract shall be suitable for the following vehicles:</p> <table border="1" data-bbox="245 743 1273 1297"> <thead> <tr> <th>No. of Buses</th> <th>Year</th> <th>Mfgr</th> <th>Model</th> <th>Tire Size</th> <th>Load Range</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>2017</td> <td>New Flyer</td> <td>XCELSIOR</td> <td>305/70r22.5</td> <td>L</td> </tr> <tr> <td>1</td> <td>2018</td> <td>New Flyer</td> <td>XCELSIOR</td> <td>305/70r22.5</td> <td>L</td> </tr> <tr> <td>9</td> <td>2019</td> <td>New Flyer</td> <td>XCELSIOR</td> <td>305/70r22.5</td> <td>L</td> </tr> <tr> <td>5</td> <td>2020</td> <td>New Flyer</td> <td>XCELSIOR</td> <td>305/70r22.5</td> <td>L</td> </tr> <tr> <td>5</td> <td>2021</td> <td>New Flyer</td> <td>XCELSIOR</td> <td>305/70r22.5</td> <td>L</td> </tr> <tr> <td>5</td> <td>2022</td> <td>New Flyer</td> <td>XCELSIOR</td> <td>305/70R22.5</td> <td>L</td> </tr> </tbody> </table> <p>c) Should Valley Transit decide to replace the current type tires with that of another design or construction type or should buses procured during this contract require tires of another size or type, rate adjustments will be mutually agreed upon with the lessor, Valley Transit, and the City of Appleton.</p>	No. of Buses	Year	Mfgr	Model	Tire Size	Load Range	3	2017	New Flyer	XCELSIOR	305/70r22.5	L	1	2018	New Flyer	XCELSIOR	305/70r22.5	L	9	2019	New Flyer	XCELSIOR	305/70r22.5	L	5	2020	New Flyer	XCELSIOR	305/70r22.5	L	5	2021	New Flyer	XCELSIOR	305/70r22.5	L	5	2022	New Flyer	XCELSIOR	305/70R22.5	L	
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<p><b>7.</b></p>	<p><b>CURRENT TIRE LEASE RATES:</b> N/A</p>																																											
<p><b>8.</b></p>	<p><b>OUT OF SERVICE MILEAGE:</b> Estimate for out of service mileage is 45,000 miles per year. (Size breakdown is unknown). Estimated number of damaged tires is ten (10) damaged tires per year.</p>																																											

	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>
9.	<b>VENDORS SAMPLE LEASE AGREEMENT:</b> The City will review and consider any agreement forms and standard riders submitted with bidder's proposal as necessary and if mutually agreed upon incorporate into contract.	
10.	<b>GENERAL SPECIFICATIONS:</b> <ul style="list-style-type: none"> <li>a) Bidder shall furnish new radial tires in sufficient quantity to provide for the operation of Valley Transit buses and for the maintenance of a mutually agreed to supply of unmounted spare tires for such operation as determined by the Transit Maintenance Supervisor</li> <li>b) Tires shall be of the type widely used throughout the transit industry and suitable for the conditions of city-type passenger transit service.</li> <li>c) The tires must also be suitable for sustained operation at the maximum speed capability of the coach, or national speed limit, whichever is lower.</li> <li>d) Tires furnished by the bidder shall have adequate load carrying capacity to meet or exceed the bus manufactures' GVW. All tires will be rated for speeds up to 65 miles per hour.</li> <li>e) Tires provided shall be new radial transit approved tires and <b>shall not</b> be regrooved, recapped or blemished.</li> </ul>	
11.	<b>PREVIOUS TIRE RUN-OUT:</b> The City of Appleton intends to Run-out its present inventory. Under said terms, the City of Appleton will continue to use tires in its possession on June 1, 2023 and until such time as those tires are rendered unfit for further service but not to exceed the 36-month run-out period.	
12.	<b>TIRE TESTING:</b> <ul style="list-style-type: none"> <li>a) The City of Appleton shall retain the right to install tires of other makes or design for test purposes at any time during the term of the contract.</li> <li>b) Testing of tires will be limited to not more than 5% of total tires in service, not to include spare stock.</li> </ul>	
13.	<b>LEASED VEHICLES:</b> Should the City of Appleton lease vehicles during the term of this agreement, those leased vehicles may be supplied with tires belonging to the leased vehicle owner, unless otherwise negotiated between the vehicle owner, Valley Transit, and the tire lessor. The City of Appleton and Valley Transit agrees to Notify contractor of such an agreement. Should the City of Appleton/Valley Transit terminate or otherwise lose possession of any of the Leased Vehicles equipped with Contractor's lease tires, the City is liable to pay for each tire (including spares) as set forth in the contract.	

	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>
14.	<p><b>CONTRACT SERVICES AND MAINTENANCE:</b></p> <ul style="list-style-type: none"> <li>a) All tires furnished, under this contract, shall be delivered within 30 days of receipt of written tire order by the Bidder to the Valley Transit facility at Bidder's expense. The Bidder shall provide sufficient new first run tires to meet the on-going needs of the Valley Transit operations, as determined by the Transit Maintenance Supervisor.</li> <li>b) Tires are to be warranted as merchantable and free of defects in materials and workmanship during the lease period. All tires shall be new. No used, regrooved, or remanufactured tires are acceptable without written approval from the Valley Transit General Manager or designee. Tires which fail in service due to defects in material and/or workmanship, or tires which are damaged in shipment will be the responsibility of the supplier.</li> <li>c) The City of Appleton may be purchasing additional/replacement buses during the life of this agreement.</li> <li>d) If tire size has established pricing in contract, the tire supplier shall deliver suitable tires to a North American bus manufacturer. Otherwise, a tire lease rate for a new size will be mutually agreed to prior to delivering tires. <ul style="list-style-type: none"> <li>1. The Contractor will be compensated at the per mile rate for mileage resulting from the delivery of the buses to Valley Transit.</li> <li>2. Any tires lost, stolen, or damaged while in the possession of the bus manufacturer, dealer or seller, or while the bus is being delivered shall be paid for by Valley Transit. Tires provided by the Contractor to a North American bus manufacturer on behalf of Valley Transit shall be considered leased tires and will be run out under the terms of this contract.</li> </ul> </li> <li>e) If Valley Transit sells certain buses from its fleet, the tire supplier will allow the use of scrapped tires for the purpose of the vehicle sale, or sell tires to the Valley Transit at a price agreeable, based on remaining tread rubber, or prediction of residual mileage remaining based on average tire mileage.</li> <li>f) All tires will be delivered with individual brands clearly legible on both sides, for the purpose of mileage tracking and proper record keeping by Valley Transit. Valley Transit shall furnish the Contractor with monthly odometer readings for all buses.</li> <li>g) Valley Transit shall supply all wheels to Contractor for mounting.</li> <li>h) The Contractor shall mount and dismount tires from wheels. The</li> </ul>	

	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>
	<p>Contractor shall perform all tire repairs and balancing and furnish all tire supplies such as, but not limited to, valve stems, cores, and caps, all supplies to maintain tires to include, at a minimum patches, plugs, cement, cleaners, mounting lubricants and any necessary special tools that may be required to accomplish repairs.</p> <ul style="list-style-type: none"> <li>i) Valley Transit will make available a safe and secure area for the storage of spare tires and tires unfit for further service so that such tires may not be subject to damage by the elements.</li> <li>j) Contractor shall furnish a tire engineer or person of equal qualifications to inspect tire wear, other tire conditions and to assist Valley Transit Personnel with any problems associated with the Contractor's tires. The individual shall be on site at Valley Transit a minimum of one day per month.</li> <li>k) Disposal of all supplier owned tires shall be the sole responsibility of the supplier, and at no cost to Valley Transit.</li> <li>l) Title to all leased tires and equipment shall be and remain at all times in Contractor's name until Contractor receives full payment of all sums due under the terms of the Contract.</li> </ul>	
15.	<p><b>DAMAGED TIRES:</b> Damages to tires due to road hazards or damage incurred in the normal operation of buses in revenue service, including, but not limited to running flat, curbing, or misalignment are the responsibility of the tire supplier. No additional charges shall be assessed to Valley Transit. The only exceptions are outlined in section 13.</p>	
16.	<p><b>LOST OR STOLEN TIRES:</b></p> <ul style="list-style-type: none"> <li>a) Any tires lost or stolen from buses or the possession of Valley Transit or are sold irreparably damaged or destroyed by fire, collision, or accident shall be the responsibility of Valley Transit.</li> <li>b) The remaining mileage shall be prorated by determining the percentage of usable rubber remaining multiplied by cost per 32nd of an inch.</li> <li>c) If a tire is unavailable for inspection to apply the above formula whether lost, stolen, or otherwise missing, or destroyed by fire, Valley Transit shall reimburse the lessor fifty percent (50%) of the value of a similar tire, or valued based on an auditable accounting of the tire's accurate mileage prior to the loss by either party, whichever is less.</li> </ul>	
17.	<p><b>BONUS CLAUSE:</b> Valley Transit <b>does not</b> require a tire bonus clause, and does not intend to consider any bonus clause as a determining factor when evaluating bids.</p>	

	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>
18.	<b>RUN-OUT CLAUSE:</b> Bidders shall provide a "run-out" clause of 36 months for the purpose of wearing out all tires that have been put into service prior to the expiration of this contract. Valley Transit reserves the right to keep its existing stock of new tires on the property and use them under the terms of the run-out clause, or, at its discretion, return new, unused tires to the original owner/lessor at the expiration of the current contract should there be a change in supplier or type of tire.	
19.	<b>SAFETY CERTIFICATION:</b> Bidders shall furnish written certification that tires furnished under this contract will comply with all applicable Federal, State and Local laws and regulations.	
20.	<b>PROPOSED CONTRACTUAL FORMS:</b> If any contractual forms are submitted by the contractor, said forms will be considered so long as they do not violate the intent of the specification requirements, and are subject to negotiation and mutual agreement. In case of a discrepancy between the above, Valley Transit, and the City of Appleton, the quote forms and specifications shall prevail. Contract between the awarded bidder and the City shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation.	
21.	<b>PROPRIETARY INFORMATION FORM:</b> See Attachment "A" (page 15). This form must be filled out, signed and returned with the vendor's quote, if applicable.	
22.	<b>F.O.B. DELIVERED TO APPLETON, WI:</b> The quote price must include all freight charges for delivery of all materials to Valley Transit, 801 S. Whitman Avenue, Appleton, WI 54914. Tires shall be off loaded onto the floor of the Transit garage. The Title to and ownership of all tires and equipment furnished under this Order shall not pass to Valley Transit upon delivery and/or acceptance but will remain with Vendor unless and until Valley Transit has made complete payment therefore.	
23.	<b>TAX EXEMPT:</b> Valley Transit is exempt from payment of Federal Excise and Transportation taxes, as well as State of Wisconsin tax on products furnished under this contract. These taxes shall not be included in the bid price.  Valley Transit will provide a tax exemption certificate upon request.	
24.	<b>PAYMENT:</b> Payment will be made Net 30 days from receipt of monthly invoice.	

	<b><u>APPROXIMATE SPECIFICATIONS</u></b>	<b>(√) OR EXCEPTION</b>
25.	<p><b>REFERENCES:</b> Vendors are to include a list of THREE (3) municipalities or customers to be used as references. These references should be current customers utilizing services similar to those requested. The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements.</p> <p><b>1.Company Name:</b>  Address:  Telephone:  Contact Person:  E-mail address:  Product(s) and/or Service(s) Used:  How long have you been working with this company?</p> <p><b>2.Company Name:</b>  Address:  Telephone:  Contact Person:  E-mail address:  Product(s) and/or Service(s) Used:  How long have you been working with this company?</p> <p><b>3.Company Name:</b>  Address:  Telephone:  Contact Person:  E-mail address:  Product(s) and/or Service(s) Used:  How long have you been working with this company?</p>	

**PRICING & SIGNATURE PAGE  
TIRE LEASING – VALLEY TRANSIT  
CITY OF APPLETON – RFQ VT23-002**

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 Request for Quotation and understand all provisions 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 the City, this quotation is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

	<b>TIRE SIZE – LOAD RATING 305/70R22.5 - L</b>	
<b>YEAR</b>	<b>BID PRICE PER TIRE MILE annual estimated mileage 5,014,000</b>	<b>BID PRICE PER 1/32” REPLACEMENT</b>
<b>2017</b>	\$	\$
<b>2018</b>	\$	\$
<b>2019</b>	\$	\$
<b>2020</b>	\$	\$
<b>2021</b>	\$	\$
<b>2022</b>	\$	\$
<b>MFGR’S NAME:</b>		
<b>TIRE TYPE:</b>		
<b>LOAD RATING:</b>		
<b>TREAD DEPTH:</b>	<b>(Usable 1/32”)</b>	
<b>NEW TIRE COST:</b>	\$	
<b>PAYMENT TERMS:</b> Net 30 from receipt of monthly invoice. Vendor to indicate early payment discount offered:      → →		

Please complete the following checklist to ensure accuracy as you prepare the documents:

1.       Bid Submittal Forms – Pages 8-15
2.       Bid Pricing & Signature Page - Page 16
3.       Proprietary Information Form, if applicable – Page 27
4.       Submit 5 (FIVE) Complete Sets of All Documents and 1 (one) electronic version



**Lobbying Certification**

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

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

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

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

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

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

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

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

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

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

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

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

## **Appendix 1 – FEDERAL CONTRACT CLAUSES**

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

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

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

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

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

31 U.S.C. 3801 et seq.  
49 CFR Part 31 18 U.S.C. 1001  
49 U.S.C. 5307

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

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

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

### **Access to Records**

49 U.S.C. 5325 (g)  
2CFR 200.333  
49 CFR 633.17

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records..

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337..

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

### **Federal Changes**

49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (see [http://www.fta.dot.gov/funding/apply/grants\\_financing\\_3162.html](http://www.fta.dot.gov/funding/apply/grants_financing_3162.html)) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Civil Rights**

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

The following Federal Civil Rights laws and regulations apply to all contracts.

**1. Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

**2. Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

**3. Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

**4. Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

#### **Civil Rights and Equal Opportunity**

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**1. Nondiscrimination.** In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

**4. Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

#### **Disadvantaged Business Enterprises**

49 CFR Part 26

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

#### **Incorporation of FTA Terms**

FTA Circular 4220.1

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

#### **Termination Provisions**

49 U.S.C. Part 18

FTA Circular 4220.1F

(1) Termination for Convenience - The performance of work under the Contract may be terminated by Valley Transit in accordance with this Section in whole, or from time to time in part, whenever Valley Transit determines that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

(2) Termination for Default - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Valley Transit may terminate this contract for default. Valley Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Valley Transit.

(3) Termination by Mutual Agreement - The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained in these sections.

#### **Suspension and Debarment**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and

subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

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

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Resolution of Disputes, Breaches, or Other Litigation**

49 CFR Part 18

FTA Circular 4220.1E

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Valley Transit's Transportation Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Transportation Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transportation Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Valley Transit, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Valley Transit and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which Valley Transit is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Valley Transit or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **Lobbying**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Clean Air and Federal Water Pollution Control Act**

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

#### Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."42 U.S.C. 7401 et seq 40 CFR 15.61 49 CFR Part 18

**Fly America**

49 U.S.C. § 40118

41 CFR Part 301-10

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

**Energy Conservation**

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 (42 U.S.C 6201).

**Appendix 2 – City of Appleton Insurance Requirements**

See next page.

**IR 2.1 SMALL EXPOSURE JOBS**  
**City of Appleton**  
**Insurance Requirements**

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

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

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

**1. INSURANCE REQUIREMENTS FOR CONTRACTOR**

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

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

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

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

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

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

**2. APPLICABLE TO CONTRACTORS/SUBCONTRACTORS**

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

**3. INSURANCE REQUIREMENTS FOR SUBCONTRACTOR**

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



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

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

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

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

**ATTACHMENT (A)**

**DESIGNATION OF CONFIDENTIAL, TRADE SECRET AND PROPRIETARY INFORMATION**

Material submitted in response to the City of Appleton’s (the “City”) Invitation for Bid includes at least one formula, pattern, compilation, program, device, method, technique or process that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of reasonable efforts to maintain its secrecy. Such information qualifies as a trade secret, as provided in Wis. Stat. § 19.36(5). As such, the bidder asks that the trade secrets contained on certain pages of this bid, as indicated below, be treated as confidential material and not be released to the public. I am providing the following information with the understanding that it is being submitted to the City under a pledge of confidentiality. I would not have submitted this information had the City not pledged to keep it confidential\* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>
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**\*NOTE: Proposers are cautioned that the ENTIRE PROPOSAL MAY NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. THE ABOVE DESIGNATION(S) OF CONFIDENTIALITY IN NO WAY GUARANTEES THAT DESIGNATED INFORMATION WILL BE KEPT CONFIDENTIAL. UNDER THE PROVISION OF THE PUBLIC RECORDS LAW, PROPOSER IS NOT ENTITLED TO NOTIFICATION PRIOR TO RELEASE OF INFORMATION, AND IS NOT ENTITLED TO GO TO COURT TO BLOCK DISCLOSURE OF ANY PORTION OF THE PROPOSAL.**

**IF THE CITY AGREES WITH PROPOSER’S DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY AND THE DESIGNATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF TRADE SECRET OR CONFIDENTIALITY.**

Failure to include this designation in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying.

_____ Signature (Authorized Representative)	_____ Telephone Number	_____ E-mail
_____ Name (Please Print)	_____ Company Name	
_____ Title	_____ Date	

NOTE: The City as custodian of these public records has the obligation, pursuant to the Public Records Law, to determine whether the above information can be kept confidential.

PROPRIETARY INFORMATION: A proposer responding to this proposal should not include any proprietary information or protected trade secret(s) as part of its proposal unless the proposer 1) designates the

specific information that it maintains is proprietary or trade secret and the reason(s) for such designation in a separate document, and 2) identifies the specific information when it occurs within the proposal.

The City's preference is for the proposer to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. \_\_\_\_\_, etc. Data contained in the proposal and all documentation become property of the City.