

**City of Janesville
Janesville Area MPO-
Janesville Transit System
Development of Communications and Marketing
Strategies & Preparation of Communications Materials**

JTS-RFP-2023-02



December 12th, 2023

101 Black Bridge Road

Janesville, Wisconsin 53545

www.janesvillewi.gov

Table of Contents

Introduction	3
Proposal Documents	3
Timeline	3
Definitions	4
Funding	4
Budget	4
Questions and Requests for Clarifications	4
Proposal Submittal Requirements	5
Submittal by Email Instructions	5
Proposal Format Requirements	5
Proposal Evaluation Process	6
Evaluation Scorecard	7
Existing Conditions	8
Current Communications and Marketing Materials	9
Current Marketing & Communications Strategies	9
Scope of Work	9
Goals	9
Project Management	10
JTS Essential System Operations Communications Strategies and Materials	10
Insurance/Indemnification Requirements	12
Appendix 1: Protest Procedures	14
Appendix 2: Federal Clauses	19
Appendix 3: Required Forms	26
Form A: Proposal Signature Page	27
Form B: Overall Federal Regulation Compliance	28
Form C: Compliance with Specifications/Scope of Work	29
Form D: Lobbying Certification	30
Form E: Disadvantaged Business Enterprise (DBE) Certification	31
Form F: DEBARMENT AND SUSPENSION CERTIFICATION (NONPROCUREMENT)	32
Form G: Designation of Confidential, Trade Secret & Proprietary Information	34
Form H: Acknowledgement of Addenda (IF NECESSARY)	36
Form I: References	37
Form J: Price Proposal	38

Introduction

The City of Janesville (CoJ) is now accepting proposals on behalf of the Janesville Area MPO and Janesville Transit System (JTS) for a Development of Communications and Marketing Strategies and Preparation of Communications Materials.

The City of Janesville is committed to improving the community's health and well-being through improving the quality of life, and supporting a more active lifestyle for residents. In the City's recently updated comprehensive plan, a public health and quality of life lens was used to inform policy suggestions that will help Janesville residents to experience a high quality of life through the community's physical, mental, social, and economic well-being. One outcomes of this new plan is to better align land use goals with well-being goals such as encouraging more walking, biking, and riding public transit. Additionally, as part of the Bi-Partisan Infrastructure Law, new planning emphasis areas were created for Metropolitan Planning Organizations that center goals for increasing access to essential services, tackling the climate crisis, and providing safe and accessible transportation options among others.

The Janesville Area MPO is partnering with Janesville Transit and the City of Janesville to forward these goals by developing communications and marketing strategies to increase ridership on the Janesville Transit System Fixed Route & Deviated Fixed Route Bus System. Additionally, a related initiative will prepare communications materials, including a route guide; brochure template; flyer template with the goal of increasing rider confidence and literacy in their understanding of JTS routes and offerings.

Proposal Documents

Plans, specifications and addenda for this project are available on-line on the City of Janesville website: <https://www.janesvillewi.gov/departments-services/rfp-rfq-bid-postings>

Timeline

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. Proposals must be received as described by the specified date/time stated. In the event the City finds it necessary to change any of the specific dates and times in the calendar of events listed below, it will do so by issuing addenda to this RFP.

Request for Proposal (RFP) Timeline	
12-12-2023	RFP issued
1-4-2024	Questions from Vendors deadline for submission
1-8-2024	Addendum issued (if required) - On this date, the CoJ will post responses to pertinent requests for interpretation or clarification of, or addenda to, this RFP.
1-9-2024	Proposal Submittal Period Begins – On this date, the CoJ will begin accepting proposals. Any proposal submitted prior to this date shall not be considered by the CoJ.
1-19-2024 12PM Noon	Proposal Submittal Deadline - Prior to this time & date, all proposals must be submitted. Any proposal submitted after this deadline shall be considered late. Late submissions will be considered unresponsive and will not be evaluated.

1-19-2024 12:01PM	Proposal Opening –The proposal opening shall take place in the public lobby at the Transit Services Center (“TSC”) located at 101 Black Bridge Road, Janesville, WI 53545.
1-19-2024 – 2-2-2024	Proposals will be evaluated.
Week of 2-5-2024	Vendor meetings, oral presentations and/or demonstrations to be held during this time. Presentation style (in-person or virtual), exact dates and times to be determined with the qualified Vendors.
Week of 2-5-2024	Intent to award notification date pending approval of Janesville Transit Director.
2-19-2024	Execute Contract

JTS anticipates kickoff of the project in February 2024 and to be completed by August 2024. Due to the type of funds being used, a portion of the total work must be billed and the invoice submitted to JTS no later than May 29th, 2024. No work shall begin on this Contract until receipt of the executed contract from the City of Janesville.

Definitions

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

- **City or CoJ** means City of Janesville
- **JTS** means Janesville Transit System
- **Proposer/Vendor** means a firm submitting a proposal in response to this RFP.
- **Contractor** means proposer awarded the contract.
- **Provide** means to furnish and implement.
- **Route Guide** is the most significant public-facing document that provides all information riders need to know to successfully use JTS services.

Funding

Funding for these consultant services are provided by City, State, and Federal taxpayer dollars. As such, the agreement with the successful proposer shall at all times be subject to the rules and regulations of Wisconsin Department of Transportation and the Federal Transit Administration, under the provisions of the Urban Mass Transportation Act of 1964, as amended. The successful Contractor shall be responsible for complying with all applicable laws and regulations governing the services described in this RFP as a Contractor of JTS. Specific Federal requirements are outlined in Appendix 2.

Budget

The budget for this project is \$50,000.

Questions and Requests for Clarifications

Vendors are asked to examine this request for proposal (RFP) upon receipt. All questions or clarifications should be directed via e-mail to Rebecca Smith, Transit Director before the designated deadline for written questions (smithr@ci.janesville.wi.us). Questions received after this date may not be responded to. Oral and other interpretations or clarifications will be without legal effect. 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 proposal, to determine if addenda were issued. Addenda will be

posted on CoJ website. All addenda issued shall become a part of the contract documents and shall be acknowledged by the Vendor by completing and submitting Attachment D.

Proposal Submittal Requirements

Submittal by Email Instructions

An emailed proposal shall be received by JTS prior to the due date and time listed in the Timeline. The email subject line shall state: "PROPOSAL FOR RFPJTS 2023-02." 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). Proposal file format shall be Portable Document Format (PDF). The Cost Proposal Form (file name= "Cost Proposal {Vendor Name}") shall be a separate file from the remaining proposal package.

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

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

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

No person or entity submitting a proposal in response to this RFP, 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 proposal issue and ending on the date of the selection of the contractor. Any such contact would be grounds for disqualification of the proposer. Contact with JTS staff during such time period must be limited to technical questions. The exception to this rule would be when the proposer being a current service provider is making contact concerning the current services being provided under a separate and current contract.

Each proposal submitted must contain all required pertinent information, documents, and forms. Reference Appendix 3: Required Forms to ensure all materials are included.

Proposal Format Requirements

Proposals should be as thorough and detailed as necessary to allow the City of Janesville and Janesville Transit System to properly evaluate the vendor's capabilities to provide the required services. Elaborate proposals (e.g. expensive artwork) beyond what is sufficient to present a complete and effective proposal, are not necessary or desired. Proposals should be no more than 15 pages in length. Provide the following:

Cover Letter

Provide a cover letter identifying the vendor by name with letterhead and include an overview of the firm. Include information such that the City can evaluate the Company's stability, expertise and ability to support the commitments set forth in this RFP.

Letter to be addressed to the Transit Director as follows:

Rebecca Smith, Transit Director
Janesville Transit System

101 Black Bridge Road
Janesville, WI 53545

Cover letter must include:

- a. Legal name, address, phone number and email of the Proposer's firm
- b. Name, phone number and email address of the Proposer's Point of Contact for questions regarding the submitted Proposal
- c. A statement outlining any assumption that were made while developing the Proposal

Firm History, Disciplines and Qualifications

Provide a general description of the Proposer's firm including but not limited to number of employees, locations of HQ/branches, disciplines, staffing, qualifications and brief history.

Key Personnel

The Proposer shall provide an organizational chart that identifies the individuals and sub-contractors who will be performing the Work. For each individual and sub-contractor, the Proposer shall provide a brief resume or similar description for the key staff members who will be assigned to these projects, including their specific responsibilities and individual qualifications.

Proposers must identify a Project Manager, who may not be removed/substituted from the project without written approval from JTS. The Proposer will describe the Project Manager's experience, expertise, knowledge, capabilities and resources as they pertain to managing this project's scope of work.

Proposer shall also provide similar information for all sub-consultants that will be utilized for this project. Identified sub-consultants may not be removed from the project without written approval of JTS.

Project Approach and Methodology

The Proposer shall provide a narrative description of their approach to this project. These narratives shall include:

- Description of Proposer's ability to undertake the scope of work.
- Confirm capacity for period of performance for all key personnel and sub-contractors
- Describe the methods and techniques the Proposer will employ to accomplish the scope of work
- Identify information and support required from JTS staff

Project Schedule

The Proposer shall provide a detailed Project Schedule, including major milestones, major tasks and receipt of draft and final deliverables. The Proposer should have the schedule start with an assumed Project Kickoff Meeting the week of February 19th, 2024.

Proposal Evaluation Process

After the closing date, the City's evaluation and clarification process will commence. An evaluation team made of steering committee members that will participate throughout the project will review the proposals. Financial terms will not be the sole determining factor in this award. Other criteria described in this RFP will be considered, as well as any other factors the evaluation team determines may affect the suitability of the proposal for the City's requirements. A supplier's submission of a proposal constitutes their acceptance of the evaluation technique and their recognition and acceptance the evaluators will use their judgment in making a determination. One or more responsive and responsible vendor proposals may be selected and further negotiations and/or interviews may occur. Once the successful Vendor has been selected, an award notice will be issued.

Evaluation Scorecard	Possible Points
Company Experience & Qualifications Including but not limited to: <ul style="list-style-type: none"> • Experience & Qualifications of Key Personnel Assigned to City • References 	15
Understanding and Approach With Schedule Including but not limited to: <ul style="list-style-type: none"> • Approach to completing project • Quality and Content of the Written Proposal • Familiarity of the Vendor with transit marketing campaigns, communications development, and increasing transit ridership. • Proposed scheduled 	25
Compliance with Scope of Work Including but not limited to: <ul style="list-style-type: none"> • Number and significance of exceptions 	20
Cost	20
Total (before interviews; if necessary)	80
Vendor Interviews & Demonstrations Proposals will be preliminarily scored by the Evaluation Team. Highest scoring vendor(s) may be invited for interview, demonstration, and negotiation.	20
Net Total	100

Right of Rejection and Clarification

The City reserves the right to accept or reject any or all proposals or to waive any technicality, and accept any proposal deemed to be in the best interests of the City.

Right to award all or a portion

The City reserves the right to award all or a portion of this request to one or more Vendors.

Incurring Costs

The City is not liable for any cost incurred by proposers in replying to this RFP. This includes costs to determine the nature of the proposal, submitting, negotiating, presentations, or any other costs a vendor would incur in responding to the RFP.

Right to Cancel

The City reserves the right to cancel any resulting agreement at any time with 60 days written notice.

Fixed Price Period

All prices, costs, and conditions in the proposal shall remain firm and valid for acceptance for 120 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 proposal.

Statutory Information

Any purchase agreement resulting from this RFP 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 or the United States District Court for the Western 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 proposals are revocable if contrary to law.

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 proposal 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.

Rights to Submitted Material

It shall be understood all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts, and proposal or referencing information submitted in response to this RFP 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.

Existing Conditions

JTS is a small-urban transit system located in Janesville, WI. Fixed-route service comprises 6 routes that operate primarily within the City of Janesville. These routes operate weekdays from 6:15 a.m. to 6:15 p.m. and Saturdays from 8:45 a.m. to 6:15 p.m. All service operates on a pulse schedule, converging at the downtown transfer center at fifteen minutes and forty-five minutes after the hour. In addition, an evening service called Nightside operates deviated-fixed route service with sixty minute headways on three routes on weekdays from 6:15 p.m. to 10:15 p.m. Also, on weekdays, the City operates the Beloit-Janesville Express jointly with the City of Beloit, providing hourly service from 6:00 a.m. to 6:15 p.m. on weekdays only. No Saturday service is provided on Nightside or the Beloit-Janesville Express. School tripper service that complies with FTA School Bus regulations is provided during the school year. Paratransit service is provided via contract and not part of this project. JTS operates seventeen (17) 35' heavy-duty, transit buses; buses are circa 2019 - 2022.

Janesville is home to Wisconsin's visually impaired school, resulting in accessibility being a top priority when considering marketing efforts and communications materials. Further, JTS recently implemented vehicle location/real time bus mapping; automatic annunciation of destinations along the route; and an app and smart card electronic farebox system. JTS replaced several passenger shelters and completed

\$1.5M in improvements to the Transfer Center. JTS is ripe for updated communication materials to showcase its sustainability; technology efforts; and improved amenities for riders.

Current Communications and Marketing Materials

The JTS website contains all of the current communications materials used by the agency and is a primary source of information about the system for the community. In addition, JTS has included a set of operations-focused communications materials which can be found at [JTS Comms Materials](#). These include a route guide and system map, individual route maps, and several other brochures that are in use.

Current Marketing & Communications Strategies

JTS deploys the following strategies in marketing and communications with the general public and JTS riders:

1. Promotional materials, including the Route Guide and program and single route brochures available throughout the community, including medical facilities, grocers, schools, government offices
2. Specific outreach to user groups, as warranted
3. Press releases concerning changes, new programs or detours distributed via the City's public information staff
4. Flyers posted for riders on buses and at the Transfer Center
5. Push notifications to app users concerning changes, programs or detours
6. Most documents also prepared in Spanish
7. Large Print and Braille documents are available
8. JTS Info booth present at community events
9. Periodic social media posts on the City of Janesville's social media accounts
10. Online and radio advertising routinely purchased
11. Periodic print advertising
12. Purchase of "giveaway" items to promote JTS, including lanyards, tote bags, etc

Scope of Work

Goals

All of the goals shall be completed through a lens of increasing ridership; improving rider's understanding of JTS services and published communications materials; and improving rider confidence in their ability to plan and execute trips using JTS. Throughout the project, particular attention should be paid to the developing recommendations that align with the needs of individuals with disabilities; non-drivers; elderly; or who are part of a disadvantaged socioeconomic or racial group.

The goals of the project are as follows:

1. Analyze current marketing strategies; identify weaknesses, threats or barriers to an improved marketing strategy; and recommend steps to improve JTS marketing efforts.*

2. Analyze current communications materials; identify weaknesses of the materials, identify threats or barriers to riders improving their understanding of JTS communications materials; and recommend improvements to JTS communications materials.*
3. JTS is interested in obtaining insights to better understand opportunities for increasing ridership beyond the existing core ridership. This would include: providing JTS an explanation of the audience and customer personas beyond what JTS has gleaned from its surveys and field observations (2023 TDP provides our most in-depth insights into JTS's current riders). This understanding should take into consideration traditional characteristics such as age, current employment status, socio-economic status, while providing a more in-depth understanding of characteristics of people who are more likely to use JTS, such as their brand attitude and awareness, pain points, media habits, and marketing moments, and messages, in which JTS could be in their consideration set of transportation choices. *Goal 3 should be considered as a prospective additional scope and the absence of proposed work on this goal will not negatively impact a proposals evaluation.*

*For goals 1, 2 and 3, the recommendations for improvement shall be organized such that they may be manipulated and sorted by various data points – timeline, priority, expense, complete/incomplete, etc.

4. Prepare a communications materials design guide that outlines the practical knowledge necessary to procure printed materials, (font, color numbers, paper size, etc)
5. Prepare a visually appealing, highly legible Route Guide.
6. Prepare templates for three and four panel brochures; information flyer design.

Project Management

The consultant/project manager is charged with keeping the consultant project team on schedule, within budget and on scope. This will require regular communications with all parties and ongoing coordination with team members. The project manager will be responsible for assigning tasks to members of the consultant team, keeping meeting minutes, distributing consultant team documents and presentations, and providing a single point of contact between the City of Janesville and the consultant team.

The consultant team will draft, for approval, a detailed project schedule including milestones for each task and subtask involved in completing the project and the specified due dates for the Tasks and Deliverables. A major deliverable list (MDL) will also be compiled and be updated on a monthly basis.

Proposers are advised that the awarded Contractor will be required to attend, via Teams or teleconference, a bi-weekly project management team meeting in which the Contractor will be covering both projects and providing a status report and give staff an opportunity to provide direction and feedback to the consultant team. In addition, City of Janesville staff envisions meetings with a steering committee, made up of key City staff and community stakeholders, to present reports, recommendations and other information at key decision-making points throughout the project. The cost proposal should reflect the Contractor's participation at these meetings, while City of Janesville staff will coordinate steering committee meetings, set agendas, and lead the steering committee meetings.

JTS Communications and Marketing Strategies and Communications Materials

Phase 1:

The Proposer shall do an analysis of current communications strategies and materials including; review TDP; review past and ongoing JTS communications strategies including social media use, communications to area businesses/schools/etc., public notices for detours/route changes/system

changes, all operational communications materials, and develop personas, articulate demand factors, service benefits, barriers to using the service and apps

As part of the analysis and review conducted for the marketing campaign, the Proposer will review all JTS system operations communications materials, and make recommendations on improving these materials for communicating basic information about how JTS operates.

1. Review JTS Ridership trends including 2023 TDP which includes route and stop level passenger data.
2. Review how current communications strategies are received and identify roadblocks to getting current, accurate information about JTS out to the community.
3. Review JTS's current communications materials, including Route Guide, website, My JTS communications materials, trip planning services, real-time trip information provider, and general materials including Flyers and Brochures.
4. *Obtain unique insights into the audience and customers for whom JTS could be in their consideration set of transportation choices. The Proposer shall use insights from the communications audit along with individual interviews, focus groups or other original research methods to determine community awareness and interest, to develop personas and articulate demand factors, service benefits, barriers to using JTS. (Additional scope)*
5. Information JTS will provide:
 - a. Communications Materials
 - b. 2023 Transit Development Plan including system performance benchmarks and ridership data including APC by route and stop (Aug 2020 – Current) and list of major destinations in Janesville

Deliverables:

- **JTS Communications and Marketing Strategies and Materials Audit:** The comprehensive analysis of communication and marketing strategies and materials shall be written in a way that is easily understood by all stakeholders, synthesizing all the audit information into a comprehensive report. The report shall clearly identify which types of communication strategies and materials provide the essential literacy for JTS riders, which have the potential to draw in new customers, the strengths/weaknesses of JTS's current communication and marketing strategies and materials, threats or barriers to improving literacy among riders, particularly for underserved or overlooked audiences, *and personas, demand factors, service benefits, and barriers for current non-riders open to using JTS (additional scope for portion in italics).*

Phase 2:

After initial review, the Proposer shall develop a playbook for communicating with JTS riders about essential system operations, creating a communications design guide, and create materials for communicating essential system operations information to riders.

1. These materials are to include:
 - a. A fully designed system map: standard size system map must be approximately 36" X 24" tall, must show WisDOT Park & Rides, Van Galder Intercity Bus Station, and Downtown Transfer Center, must show Major destinations and points of interest, must identify Streets, Highways, and Major Landmarks, and must include insets of Downtown Area, USH 14/STH 26 Regional Commercial Center Area.

- b. A fully designed printable route guide that includes a small version of the system map and includes individual route schedules, information about fares, information about using third-party apps for trip planning and accessing, Real-time Passenger Information, and space for a sponsor logo.
 - c. General templates including a four-panel and three-panel brochure, 8.5x11 flyer, 11x17 flyer
 - d. Recommendations for improving integrating these materials and information into the JTS Website and improving the overall user friendliness of the Website.
 - e. Note: All maps and files created shall become the exclusive property of the City of Janesville. The City of Janesville has hold all copyrights for the created maps.
2. The materials will provide a high level of accessibility for visually impaired users
 3. A design guide for the transit system will be created to establish standard fonts, colors, logos, and graphic design parameters for updating and creating new JTS materials.
 4. All materials need to be designed in a way to be updated by JTS staff using software including: Adobe Suite (Illustrator, Indesign), and ArcGIS Pro.
 5. JTS will provide:
 - a. GIS shape files of street level routes.
 - b. GIS shape files of area streets, schools, major employment centers, hospitals, parks, water bodies, and other landmarks.

Deliverables:

1. **Creation of Communications Strategies Playbook:** Upon review and approval of the audit by the steering committee, a communications playbook shall be written in a way that provides JTS with clear guidance on how to maximize available communications and marketing strategies to accomplish the goal of conveying general system literacy to current/new riders, communicating system information including simple route changes, and reaching an audience open to choosing JTS as a transportation option
2. **Creation of Communications Design Guide:** Upon review and approval of the audit by the steering committee, a design guide shall be written that clearly defines standard design parameters for effective communications materials including fonts, colors, logos, and other design guidelines for document templates based on type of material being communicated. This design guide will also include general principles for improving accessibility and literacy through the Route Guide, and recommendations for improving and maintaining a user-friendly website.
3. **Creation of Communications Materials:** Upon review and approval of the design guide by the steering committee, the Contract shall develop the approved communications materials including a fully designed route guide, four-panel and three-panel brochure template, 8.5x11 flyer template, 11x17 poster template.

Insurance/Indemnification Requirements

It is hereby agreed and understood that the insurance required by the City of Janesville is primary coverage and that any insurance or self-insurance maintained by the City of Janesville, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law,

whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until the entire job is completed or the length of time that is specified in the contract.

1. GENERAL LIABILITY COVERAGE

- a. Commercial General Liability
 - i. \$1,000,000 general aggregate
 - ii. \$1,000,000 products - completed operations aggregate
 - iii. \$1,000,000 personal injury and advertising injury
 - iv. \$1,000,000 each occurrence limit
- b. Claims made form of coverage is not acceptable.
- c. Insurance must include:
 - i. Premises and Operations Liability
 - ii. Blanket Contractual Liability including coverage for the joint negligence of the City of Janesville, its officers, council members, agents, employees, authorized volunteers and the named insured
 - iii. Personal Injury
 - iv. Explosion, collapse and underground coverage
 - v. Products/Completed Operations
 - vi. Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

- a. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- b. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

- a. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

\$100,000 Each Accident; \$500,000 Disease Policy Limit; \$100,000
Disease - Each Employee

4. ADDITIONAL PROVISIONS

Additional Insured – On the General Liability Coverage, the City of Janesville, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

Endorsement -The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

Indemnification VENDOR hereby agrees to indemnify, defend and hold harmless the City of Janesville, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of VENDOR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Janesville, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Janesville, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Janesville, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

VENDOR shall reimburse the City of Janesville, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that VENDOR employs other persons, firms, corporations or entities (subcontractor) as part of the work covered by this Agreement, it shall be VENDOR'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Janesville, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

Waiver of Workers Compensation Subrogation - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Janesville.

Certificates of Insurance - A copy of the Certificate of Insurance must be on file with JTS prior to commencing work.

Notice - City of Janesville requires written notice of cancellation.

Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

Appendix 1: Protest Procedures

Protests of an interested party regarding the procurement actions of the City shall be considered and determined in accordance with the following procedures. A protest which is submitted by a party which is not an interested party, or which is not in accordance with these procedures shall not be considered by the City and will be returned to the submitting party without any further action by the City.

Any interested party may file a protest with the City on the following grounds:

1. The City has failed to comply with applicable Federal or State law;
2. The City has failed to comply with its procurement procedures;
3. The City has failed to comply with the terms of this solicitation, including the failure to adhere to the evaluation criteria set forth in the solicitation.

4. The City has issued restrictive or discriminatory specifications.

A protest must be filed in writing and include the following:

1. Identity of the contact person for the protestor, including name, title, address, telephone, fax 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.
2. Name of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and the Federal or State law or the provision of the City procurement procedures, or specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires the City to consider in making its decision.
5. A complete discussion of the basis for the protest, including all supporting facts, documents or data; and A statement of the specific relief requested.

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 to an appropriate link.

A protest may be decided solely upon the written submission. The protest submission should therefore include all materials necessary to support the protestor's position. Additional or supplemental materials may only be submitted at the request of, or with the permission of, the protest reviewer.

All protests must be received between the hours of 8:00 AM and 4:30 PM, Monday through Friday. Protests should be submitted to:

Director of Neighborhood and Community Services
City of Janesville
City Hall 1st Floor
18 N. Jackson Street, Janesville, WI 53546 (street)
PO Box 5005, Janesville WI 53547-5005 (mailing)

If any of the information required by this section is omitted or incomplete, the City will notify the protestor, in writing, within one (1) day of the receipt of the protest, and the protestor will be given one day to provide the omitted or incomplete information in order for the protest to be further considered. This provision only applies in the case of a failure to state any grounds for a protest and does not apply to stating inadequate grounds for a protest or the failure to submit documentation.

Timing Requirements and categories of protests

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

Protests regarding solicitation documents:

A protest related to the technical scope or specification, terms, conditions, or form of a solicitation must be received no later than ten (10) from the issuance of request for proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (10) working days prior to the date established for opening bids or receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received. Any protest based on such grounds filed after that date will not be considered by the City.

Protests regarding proposal evaluation or contract award:

All bidders/proposers will be notified of the recommended award, upon a determination by JTS. This notice will be transmitted to each proposer at the email address contained in its proposal form. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

1. That the recommended award does not meet the requirements of the solicitation;
2. That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation for award;
3. That the evaluation process conducted by JTS is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must be received by JTS at the address specified in the solicitation, no later than five (5) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt. Such decision shall be final, except as provided in appeals below or by applicable law or regulation. Upon receipt of a protest of this type, the protest reviewer shall notify all offerors and any other known interested parties of the receipt and nature of the protest and request an extension of the validity period of their offers, if appropriate. Unless the protest reviewer determines that delay will be prejudicial to the interest of JTS or that the protest lacks substantial merit, award will be withheld pending disposition of the protest. Should one or more offerors refuse a requested extension of the validity of an offer, the protest reviewer may reject such proposal unless it is determined that the protest can reasonably be resolved, and the award process continued without need for such extension. Delay in an award shall be considered prejudicial to JTS if:

1. The equipment, supplies or services are urgently required; or
2. Failure to make a prompt award will economically or operationally damage JTS.

Should the protest be upheld in whole or in substantial part, the Source Selection Chair may either (1) revise the evaluation process to correct the matter protested; or (2) cancel the solicitation in its entirety. In the event that JTS proceeds with an award for one of the reasons stated above, and the protest is subsequently upheld, the Source Selection Chair shall determine whether the performance of the contract will reasonably permit its termination in order to correct the protested matter. Such termination shall be for the convenience of JTS.

Protest Review

The City will notify the protestor within three (3) days of timely receipt of a protest that the protest is being considered.

In the notification, the City 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 City requests additional information and it is not submitted by the stated deadline, the City may either review the protest on the information before it or decline to take further action on the protest.

In its sole discretion, the City may give notice of any protest to other bidders or proposers in the procurement involved and may permit any such party to submit information to the City regarding the merits of the protest. The City shall set a time deadline for the submittal of such comments, which will be no less than five (5) days after notification of the protest.

The City 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 will only be considered by the City in deciding the protest if it is submitted to the City 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 City may postpone the opening of the proposals until resolution of the protest. The filing of the protest will not, however, change the date on which proposals are due, unless the City determines, and so notifies all proposers, that such a date change is necessary and appropriate to carry out the goals of the procurement.

Protests regarding proposal evaluation or contract award:

Upon receipt of a timely protest regarding evaluation of proposals or the award of the Contract, the City 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.

Ability to proceed

Notwithstanding the pendency of a protest, the City 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:

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

Summary Dismissal

The City 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 City in a previous protest in the same solicitation or procurement action

Appeals

The FTA's role is limited to considering matters that are primarily a Federal concern. Accordingly, Circular 4220.1F, Chapter VII, Sec. 1.b that provided for direct appeals to the FTA is no longer applicable. The FTA is not obligated to review any protest. Protests addressing JTS' DBE program may be submitted to the U.S. Department of Transportation, Office of Small and Disadvantaged Business Utilization, in accordance with 49 CFR Part 26 and guidance issued there under.

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

1. The service or item to be procured is urgently required.
2. The delivery or performance will be unduly delayed by failure to make the award promptly.

3. The failure to make prompt award will otherwise cause undue harm to the City or the Federal Government.

Appendix 2: Federal 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. S307

(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)(l) 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

18 CFR 18.36 (i)

49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49

C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)l) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(l 1).

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

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) 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.

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 Janesville Transit in accordance with this Section in whole, or from time to time in part, whenever Janesville 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, Janesville Transit may terminate this contract for default. Janesville 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 Janesville 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.

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 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 Enterprises

49 CFR Part 26

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%. A separate contract goal has not been established for this procurement.

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-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 Janesville Transit. In addition, [the Contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return

any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by Janesville Transit and Contractor's receipt of the partial retainage payment related to the subcontractor's work.]

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 Janesville Transit.

Incorporation of 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 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Janesville Transit requests which would cause Janesville Transit to be in violation of the FTA terms and conditions.

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.

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 Janesville Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Janesville Transit, 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 49 CFR 29, Subpart C 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 Janesville Transit's 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 Transit 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 Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Janesville 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 of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Janesville 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 Janesville 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 Janesville 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

42 U.S.C. 7401 et seq

40CFR 15.61

49 CFR Part 18

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

§§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

33 U.S.C. 1251

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

to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2)The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

42 U.S.C. 6321 et seq.

49 CFR Part 18

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.

Appendix 3: Required Forms

The following forms must be executed by Contractor and submitted with proposals to JTS:

1. Form A: Proposal Signature Page
2. Form B: Overall Federal Regulation Compliance
3. Form C: Compliance with Specifications/Scope of Work
4. Form D: Lobbying Certification
5. Form E: Disadvantaged Business Enterprise (DBE) Certification
6. Form F: Debarment and Suspension Certification
7. Form G: Designation of Confidential, Trade Secret & Proprietary Information
8. Form H: Acknowledgement of Addenda (IF NECESSARY)
9. Form I: References
10. Form J: Price Proposal

Form A: Proposal Signature Page

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 proposal 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 proposal is entered; (4) they have read the complete Request for Proposal 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 the City, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

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 B: Overall Federal Regulation Compliance

NOTE: This form must be returned with proposal response.

(The City and Bidder/Proposer Certifies)

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

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

What To Do With This Form: The form, executed by bidders, must be submitted with bids to the COJ. The form is then executed by the City.

Overall Federal Regulation Compliance
--

All contractual provisions required by US DOT, as set forth in the FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any JTS requests which would cause JTS to be in violation of the FTA and WisDOT grant terms and conditions.

Bidder/proposer Representative Signature

Date

Bidder/proposer Representative Name and Title

Bidder/Proposer/Manufacturer Company

AND

Janesville Transit System Representative Signature

Date

Janesville Transit System Representative Name and Title

Form C: Compliance with Specifications/Scope of Work

NOTE: This form must be returned with proposal response.

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 With This Form: This form should be executed by the bidder/proposer.

Compliance with Specifications

(Bidder/proposer certifies)

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

A.		The bidder/proposer hereby states that it will comply with the specifications in <u>all</u> areas. (This means that there are no exceptions to the technical specifications, no matter how minor. If you have any doubts, check paragraph C.)
B.		The bidder/proposer hereby states that it will comply with the specifications in all areas except those where requests for clarification were approved prior to bid submission.
C.		The bidder/proposer hereby states that it will comply with the specifications in all areas except those noted on the attached page. The bidder/proposer understands that those exceptions to the specifications may be considered non-responsive and may be rejected.
Date		
Name		
Signature		
Company Name (bidder/proposer)		
Title		

Form D: Lobbying Certification

NOTE: This form must be returned with proposal response.
49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Date

Name & Title of Contractor's Authorized Official:

Form E: Disadvantaged Business Enterprise (DBE) Certification

NOTE: This form must be returned with proposal response.

(Required for Procurements of \$250,000 in Capital or \$100,000 in Planning)

(Bidder/proposer and manufacturer certifies)

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. 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.

Signature of the Bidder/Proposer's Authorized Official

Date

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

Form F: DEBARMENT AND SUSPENSION CERTIFICATION (NONPROCUREMENT)

NOTE: This form must be returned with proposal response.

2 CFR part 180

2 CFR part 1200

2 CFR § 200.213

**2 CFR part 200 Appendix II (I)
Executive Order 12549**

Executive Order 12689

Background and Applicability

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

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

Flow Down

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

Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

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

f) Disqualified from participation in any federally assisted Award.

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

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

Date	
Name	
Signature	
Company Name (bidder/proposer)	
Title	

Signature of Contractor's Authorized Official	Date

Name & Title of Contractor's Authorized Official:

Form G: Designation of Confidential, Trade Secret & Proprietary Information

Material submitted in response to the City of Janesville's Request for Proposal 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 proposer asks that the trade secrets contained on certain pages of this proposal, 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:

Section	Page	Topic
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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.

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.

Signature for Authorized Representative

Company Name _____

Name of Authorized Representative & Title _____

Authorized Signature: _____

Date: _____

Phone # _____

Email _____

Form H: Acknowledgement of Addenda (IF NECESSARY)

ADDENDA

It is Vendor's responsibility to check for issuance of any addenda at www.janesvillewi.gov

The undersigned hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____

Date: _____

Name: _____

Signature: _____

Company Name (bidder): _____

Title: _____

Form I: References

Proposer shall provide three (3) references for previous projects of similar size and scope in the last five years with one preferably within the last year. JTS would prefer to see projects that have been awarded by another public agency.

Reference #1

Company Name: _____

City, State & Industry: _____

Project Name: _____

Year Project Completed: _____

Name of Reference: _____

Phone: _____

Email: _____

Reference #2

Company Name: _____

City, State & Industry: _____

Project Name: _____

Year Project Completed: _____

Name of Reference: _____

Phone: _____

Email: _____

Reference #3

Company Name: _____

City, State & Industry: _____

Project Name: _____

Year Project Completed: _____

Name of Reference: _____

Phone: _____

Email: _____

Form J: Price Proposal

RFP 2023-02

Proposers will use this form to present their price proposal for consultant services for the Janesville Transit System Transit Development Plan.

The price proposal should include direct expenses such as transportation, lodging, printing, and per diem.

A breakdown of the labor costs, including position, hours, and hourly rate of pay should be provided as an attachment.

Price Proposal	
Development of Communications and Marketing Strategies & Preparation of Communications Materials, as outlined in the RFP	\$
Goal 3 and the additional scope outlined in the RFP	\$

I understand that the City of Janesville reserves the right to reject this offer, but that this offer shall remain open and not be withdrawn for a period of ninety (120) days from the date prescribed for its opening.

Company Name

Complete Address, City, ST, Zip:

E-mail address:

Phone #

Bidders Contact Name & Title (Type or Print):

Authorized Signature:

Date:
