

City of Janesville, Janesville Transit System  
**Passenger Shelter Procurement**

**JTS-RFP-2022-02**



**September 26, 2022**

**101 Black Bridge Road**

**Janesville, Wisconsin 53545**

**[www.janesvillewi.gov](http://www.janesvillewi.gov)**

## Introduction

1. The City of Janesville (“CoJ”) is issuing this Request for Proposal (“RFP”) to select a firm to provide non-advertising transit passenger shelters for the CoJ and the Janesville Transit System (“JTS”).
2. JTS intends to initially purchase up to seven (7) shelters and will obtain pricing for future purchasing of passenger shelter(s), optional shelter amenities, and/or passenger shelter replacement parts.
3. Proposer (a/k/a vendor or contractor) is the person (firm or other business entity) that submits to the CoJ JTS a response (a/k/a/ proposal) to the RFP.

## General RFP Conditions

1. Notwithstanding any other provisions set forth in this RFP, all proposers are hereby specifically advised that this RFP is a solicitation only. Proposals (a/k/a responses) must set forth full, accurate, and complete information as required by the RFP.
2. Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to these instructions may be cause for rejection of any proposal.
3. Proposers shall understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, obligations, and criteria contained within this RFP. This RFP, as well as any and all parts of the submitted proposal, may become part of any subsequent contract between the successful proposer and the CoJ.
4. False, incomplete, or unresponsive statements in connection with this procurement may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirements vests solely with the CoJ.
5. Proposers understand that any proposal documentation submitted to the CoJ shall become the property of the CoJ and shall become subject to the CoJ’s and Wisconsin’s Public Records laws and policies.

## Timeline

- **RFP Issuance – Mon, Sept 26, 2022**
- **Question Submittal Deadline – Wed, Oct 5, 2022** - On this date, any and all questions, requests for an interpretation or clarification of, or addenda to this RFP must be submitted in writing.
- **Addenda Posted – Wed, Oct 12, 2022** - On this date, the CoJ will post responses to pertinent requests for interpretation or clarification of, or addenda to, this RFP.
- **Proposal Submittal Period Begins – Thurs, Oct 13, 2022** - On this date, the CoJ will begin accepting proposals. Any proposal submitted prior to this date shall not be considered by the CoJ.
- **Proposal Submittal Deadline – Thurs, Oct 20, 2022 12PM Noon** - Prior to this time & date, all proposals must be submitted. Any proposal submitted after this deadline shall be considered late and shall be rejected.
- **Proposal Opening – Thurs, Oct 20 at 12:01PM** - 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.
- **Execute Contract – week of Nov 7, 2022**

## Proposal Submission

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

- A. Volume 1: "JTS RFP 2022-02– PRICING PROPOSAL"
  - a. Hard Copy: One (1) original of Form J: Price Form (an Electronic version shall not be sent)
  - b. The price proposal should include completion of Form J: Price Form

- B. Volume 2: "JTS RFP 2022-02– TECHNICAL PROPOSAL"
- a. Hard Copies: One (1) original; one-sided, no staples or permanent binding.
  - b. Electronic Copy: One (1) electronic copy of the Technical Proposal on flash drive.
1. Proposals in response to this RFP shall be considered received when both Volumes have been received by the Transit Director by the submission deadline date and time.
  2. 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.
  3. 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.
  4. Proposals shall be delivered to:

Janesville Transit System  
Transit Services Center (TSC)  
Attention: Rebecca Smith  
101 Black Bridge Road  
Janesville, WI 53545
  5. All proposals must be received by the CoJ JTS at the TSC office listed above no later than **Thurs, Oct 20, 2022 at 12PM Noon**. Proposals received after the specified date and time shall be considered late and will not be considered for evaluation or award.
  6. Each proposal submitted must contain all required pertinent information, documents, and forms; Reference Appendix B to ensure all materials are included.

## Clarification and Amendment Process

1. A proposer may submit to the CoJ a written request for an interpretation or clarification of, or addenda to, this RFP. Such requests shall be sent via email to Rebecca Smith at [smithr@ci.janesville.wi.us](mailto:smithr@ci.janesville.wi.us).
2. The CoJ will review and prepare a written response to each request made by a proposer, pursuant to this section. Responses may be shared with other proposers if addenda are necessary. The CoJ's written determination will be posted on the CoJ and Vendor Net websites.
3. If a proposer requests JTS consider material as an approved equal, the proposer must make the request using the process outlined above in Item 1, along with pertinent details, prior to the question submittal deadline.
4. The CoJ reserves the right to make modifications or addenda to this RFP at any time and from time to time. If the CoJ determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon the CoJ's own initiative, the CoJ will issue, and make available to all prospective proposers, a written addendum setting forth the revision. Proposers shall acknowledge receipt of addenda by written notice thereof returned to the CoJ as a component of their proposal. The addenda acknowledgement form can be found in Form H. Without the acknowledgement of any addenda by completion of Form H, proposals will not be considered. Where addenda

require changes in the service to be performed, the date set for receipt of proposals may be postponed by such number of days as the CoJ determines appropriate in order to enable prospective proposers to revise proposals.

5. The CoJ is not bound by any oral interpretations, clarifications, or changes made to this RFP by any city employee. Any clarification or change to the RFP will only be provided in writing, pursuant to this section.

## **Terms of Contract**

1. The term of the contract shall be for a three (3) year period commencing with the contract execution (expected in November 2022) and expiring on October 31, 2025.
2. The CoJ shall have the option to extend the contract for two (2) additional one (1) year periods commencing on the day after the initial term expires or the day after the preceding one year option expires.
3. The contract shall automatically extend into each one (1) year option unless the CoJ notifies the successful proposer, in writing, thirty (30) calendar days prior to the expiration of the initial and/or succeeding contract option period.
4. Modifications—Any additional terms and conditions incorporated into the Contract will be mutually agreed upon by both parties. Any modifications to the Contract must be in writing and duly signed by both parties.
5. Assignment—Neither party shall assign, transfer, convey, sublet, or otherwise dispose of the Contract or his right, title, or interest in or to the same or any part thereof without the prior consent, in writing, of the other party.
6. Indemnity—The City will notify the Contractor in writing immediately of the institution of any suit or proceeding, will permit the Contractor to defend same, will provide needed information arising out of the performance of the Contract, and will provide the necessary authority to enable Contractor to do so. The Contractor similarly must provide the City immediate notice of all suits and/or actions filed and all claims arising out of the performance of the Contract.

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

1. The CoJ shall not be responsible for any expenses incurred by any vendor in the development of a response or proposal to this RFP, including, but not limited, to any supplemental information provided, submitted, or given to the CoJ and/or any of its representatives.
2. The CoJ reserves the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement.

## **Proposal Rejection and Withdrawal**

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

## **Proposal Acceptance**

1. Each proposal shall be submitted with the understanding that the CoJ intends to enter into an agreement with the lowest cost responsive and responsible proposer.
2. The CoJ intends to evaluate each proposal based upon the product proposed; completed forms listed in Appendix B; the information received in the price form; lead time; and references.
3. The CoJ will use a predetermined formula based upon the annual anticipated usage of each line item in the proposal price form to calculate the lowest proposal.
4. The proposal price form must include all pricing elements.

5. Upon acceptance of the proposal, the CoJ and the successful proposer shall promptly execute the final contract documents. The written contract shall bind the successful proposer to the price stated in the proposal and in accordance with all other terms, conditions, obligations, and requirements stated in this RFP.
6. Any contract resulting from this solicitation shall contain the terms and conditions included in this RFP, any addenda to this RFP, and the successful proposal.

## Single Proposal Response

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

## Performance Requirement

The successful proposer, at all times during the term of the contract, must perform all work timely, diligently, carefully, and in a professional manner; and shall furnish all labor, supervision, materials, goods, and supplies necessary. Notwithstanding the provision of drawings, technical specifications, or other data by the CoJ, the successful proposer shall have the responsibility of supplying all items and details required to perform the services specified in this RFP. Time is of the essence for each obligation and promised performance of the proposer and contractor.

The successful proposer shall conduct all work and provide all goods and services as an independent contractor or vendor, solely in the successful proposer's own name, and not in the name of, or as an agent for, the CoJ.

## Vendor Qualifications

The following vendor qualifications apply to this procurement:

1. Vendor shall have been successfully and continuously engaged in shelter manufacturing with a minimum of ten (10) years.
2. Shall be able to demonstrate successful performance on comparable projects which are environmentally similar to the City of Janesville, WI.
3. Shall provide three (3) Midwestern municipalities or customers to be used as references. These references shall be current customers utilizing product similar to those requested. The City may make such investigation as is necessary to determine the ability of the vendor to fulfill service and goods requirements.
4. Shall be responsible for all components, including structural design.

## Subcontracting

1. The successful proposer will not enter into any subcontract, except with the prior review and written approval of the CoJ. The CoJ, and without cause, need not approve any proposed subcontract or subcontractor.
2. In any case in which the successful proposer desires to subcontract, it shall provide the CoJ with all proposed subcontracting agreements and documents, including scope of work and terms of compensation.
3. The successful proposer shall be fully responsible for all work performed by any subcontractor.
4. Any approval of a subcontract shall not be construed as making the CoJ a party to such subcontract, giving the subcontractor privity of contract with the CoJ, or subjecting the CoJ to liability of any kind to any subcontractor or to any third person.
5. All subcontracts will incorporate in full all appropriate conditions, terms, obligations, requirements, and terms as set forth herein and those set forth in the RFP response proposal.
6. By entering into a subcontract, the successful proposer shall not, under any circumstances, be relieved from any of its responsibilities, promises, liabilities, or obligations under the contract or the RFP response proposal. All transactions, contacts, communications, and notices with the CoJ must be through the successful proposer.

## Waiver of Terms and Conditions

The failure of the CoJ or the successful proposer to enforce one or more of the terms or conditions of the contract, or to exercise any of its rights or privileges, or the waiver by the CoJ of any breach of such terms or conditions, shall not be construed as thereafter waiving its rights to enforce remedies at law or in equity for any such similar or other breaches or defaults of any terms, conditions, rights, responsibilities, obligations, or privileges set forth in the contract or herein, and the same shall continue and remain in force and effect as if no failure to enforce or waiver had occurred. All rights, remedies, and privileges at law and equity, herein, and in the contract are cumulative and not exclusive.

## Interpretation, Jurisdiction, and Venue

All contractual agreements shall be subject to, governed by, construed, and interpreted solely according to the laws of the State of Wisconsin. The successful proposer hereby consents and submits to the jurisdiction and venue of the circuit courts in Rock County, Wisconsin, for adjudication and disposition of any and all disputes, suits, and causes of action arising under or in connection with the interpretation or the performance of such contract.

## Scope of Services

The Janesville Transit System is seeking proposals for non-advertising Passenger Shelters per specifications outlined in Form K. JTS intends to purchase up to seven (7) shelters and will obtain pricing for future purchasing of passenger shelter(s); optional amenities; and/or passenger shelter replacement parts.

## Required Materials for Submission

The following information shall be *clearly labeled* and provided as part of the proposer's submission:

1. PRODUCT DATA: Manufacturer's product data, including model number, materials, components, finish and all accessories and equipment furnished along with catalog shall be submitted with proposal.
2. SHOP DRAWINGS: Shall submit manufacturer's shop drawings, including technical specifications of plans, elevations, sections and details, dimensions, anchorage, fasteners and locations, flashing, and seal details, if applicable, finish, and options.
3. Color renderings and/or photos of shelter and bench proposed
4. ERECTION DRAWINGS: Shall submit manufacturer's instructions and drawings and erection procedures to enable field installation and repair, including:
  - a. which tools may be needed for assembly and installation of the shelter
  - b. minimum specifications for the concrete base that the shelter will be housed on

## Product Samples

The proposed successful proposer shall submit material and color samples prior to award, upon request.

## Delivery

Orders shall be delivered to Janesville Transit System, 101 Black Bridge Road, Janesville, WI 53545. Please be advised, JTS does not have a loading dock and the deliverer must provide an adequate forklift and forklift operator for safe unloading.

## Installation

Shelters will be installed by City Staff on concrete pads provided by the City.

## Licensing, Permits, and Taxes

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

## Hold Harmless

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

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

## Insurance

1. The successful proposer shall provide the CoJ certified copies of proof of insurance, as identified in this section, within three (3) days of request by the CoJ.
2. The successful proposer shall carry (maintain) and pay premiums for all insurances of the types and with the limits of liability not less than stated below. The successful proposer shall acquire and maintain, during the term of this proposal, such general liability, vehicle liability, and property damage insurance as shall protect the CoJ and the JTS from all claims for liability, damages, personal injury, including accidental death, as well as from claims for property damages to the extent caused by operations under the proposal and contract whether such operations be by the successful proposer or by another directly or indirectly engaged by the successful proposer. Such insurance shall be maintained in effect during the term of the contract and shall cover all events occurring during the term of the contract (commonly known as tail coverage). It is hereby agreed and understood that the insurance required by the CoJ is primary coverage. The minimum amount of insurance shall be as follows:
  - A. Workers' Compensation Insurance covering all of successful proposer's employees engaged in work under the contract as required under the Workers' Compensation Act of the State of Wisconsin and/or any applicable law or laws of any other state or states. Employer's Liability Insurance with limits of liability of not less than \$100,000 per accident, \$100,000 per employee for disease, and \$500,000 policy total for disease.
  - B. General Liability Insurance or self-insurance with limits of liability of not less than \$1,000,000 each occurrence combined single limit and \$2,000,000 general policy aggregate if applicable.
  - C. Automobile Liability Insurance covering "any auto" used in connection with the work performed under the contract with limits of not less than \$5,000,000 each occurrence combined single limit for bodily injury and property damage.
3. All such policies as required above shall be endorsed to provide a ten (10) day written notice of cancellation, renewal, or material change to the CoJ in accordance with policy provisions, but in no event less than ten (10) days prior written notice.
4. The limits of liability as required under this section may be provided by a single policy of insurance or a combination of policies including the so-called umbrella liability policy. Self-insurance or the use of deductibles

or self-insured retentions shall not be considered as complying with these requirements unless approved in writing by the CoJ.

5. The types of insurance and limits of liability stated in this section are the minimum acceptable to the CoJ and shall in no way be construed as a limitation of the successful proposer's liabilities and obligations arising out of the performance of the contract.
6. Subcontracting does not relieve the successful proposer from obtaining and maintaining the required insurances and minimums at all times necessary.
7. The successful proposer shall require any and all subcontractors performing work under the contract to carry insurance to the types and with limits of liability as the successful proposer shall deem appropriate and adequate.
8. The successful proposer shall obtain and make available for inspection by the CoJ upon request certificates of Insurance evidencing insurance coverage carried by such subcontractors.
9. Proof that such insurance coverage exists as required above shall be furnished to the CoJ in the form of certificates of insurance and submitted with proposal documents. Renewal or replacement proofs of insurance shall be furnished prior to the expiration date or termination date of any policy in compliance with the requirements of the contract.
10. If the successful proposer fails to provide required insurance during the term of the contract, the CoJ reserves the right, but not the obligation, to purchase other insurance to protect the CoJ's interests and to withhold from the successful proposer's payments the cost of such insurances.

## **Claims**

If a claim is made against the successful proposer as a result of any service performed under this contract, the successful proposer must verbally notify the CoJ with a complete and accurate description of the claim within forty-eight (48) hours of the submission of the claim to the successful proposer. A written description of the claim must be submitted within seventy-two (72) hours of the submission of the claim to the successful proposer.

The CoJ will notify the successful proposer of any claims reported directly to the CoJ.

## **Lack of Funds**

1. Entering into the contract by the CoJ is subject to its receipt of Federal, State, and Local funds adequate to carry out the provisions of the contract in full, and all extensions and renewals thereof
2. The CoJ, at any time and from time to time, and without cause, may cancel or reduce the quantity to be purchased if the CoJ determines that such action is in its best interests, or that there will be a lack of funding available, and will notify successful proposer as promptly as possible.

## **Compliance with Laws and Permits**

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

## **Protest Procedures**

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



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

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

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

A protest must be submitted in writing by certified mail or other delivery method by which receipt can be verified. Electronic submission of protests will not be accepted. Protests must include all of the following elements:

1. The name and address of the protesting party, and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
2. Identity of the contact person for the protestor, including name, title, address, telephone number, fax number, and email addresses. If the contact point is a third party representing the protester, the same information must be provided, plus a statement defining the relationship between the protester and the third party.
3. Identification of the procurement;
4. A description of the nature of the protest, referencing the portion(s) of the solicitation involved;
5. Identification of the provision(s) of any law, regulation, or other governance upon which the protest is based;
6. A complete discussion of the basis for the protest, including all supporting facts, documents, and data;
7. A statement of the specific relief requested; and
8. Any relevant supporting documentation the protesting party desires the CoJ to consider in making its decision.

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

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

The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced by an appropriate link. If the protest is incomplete or the protestor omits required information, the CoJ shall not consider the protest.

## **Timing Requirements and Categories of Protests**

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

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

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

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

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

## Protest Review

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

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

In the notification, the CoJ will inform the protestor of any additional information required for evaluation of the protest and set a time deadline for submittal of such information. If the CoJ requests additional information and it is not submitted by the stated deadline, the CoJ may either review the protest on the information before it or decline to take further action on the protest.

At its discretion, the CoJ may permit any party involved in the protest to submit information to the CoJ regarding the merits of the protest. The CoJ shall set a time deadline for the submittal of such comments, which shall be no less than five (5) days after notification of the protest.

The CoJ may, in its sole discretion, hold an informal conference to review the merits of the issues raised by the protest. All interested parties will be invited to participate in the conference. Any information provided at the conference shall only be considered by the CoJ in deciding the protest if it is submitted to the CoJ in writing within three (3) days after the conference.

## Effects of Protest on Procurement Action

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

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

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

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

## Ability to proceed

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

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

## Summary Dismissal

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

## Protest Decision

After review of a protest is submitted, including information provided by the protestor and other parties, the results of any conferences with the protestor and the CoJ's own investigation and analysis, the protest reviewer shall issue a written decision on the protest.

Within ten (10) working days of receipt of protest the protest reviewer will render and publish a decision or extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

If the protest is upheld, the CoJ will take appropriate action to correct the procurement process and protect the rights of the protestor, including re-solicitation of proposals, revised evaluation of proposals, the CoJ's determinations, or termination of the Contract.

If the protest is denied, the CoJ will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

## **Appeals**

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

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

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

## **Federal Assurances & Certifications**

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

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

No Obligation by the Federal Government.

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

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

### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

**31 U.S.C. 3801 et seq.**

**49 CFR Part 31 18 U.S.C. 1001**

**49 U.S.C. 5307**

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that

may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

## **ACCESS TO RECORDS AND REPORTS**

**49 U.S.C. 5325**  
**18 CFR 18.36 (i)**  
**49 CFR 633.17**

Applicability to Contracts: Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language: The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 18 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

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

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 18 CFR 18.39(i)(11).

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

**REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT**

	<b>Operational Service Contract</b>	<b>Turnkey Contract</b>	<b>Construction Contract</b>	<b>Arch. or Engineering Contract</b>	<b>Rolling Stock Contract</b>	<b>Professional Service Contract</b>
<b>State Grantees</b>						
<b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b>	None	Those imposed on state pass thru to Contractor	None	None	None	None
<b>Contracts above \$100,000/Capital Projects</b>	None unless <sup>1</sup> non-competitive award	Those imposed on state pass thru to contractor	Yes, if non-competitive award or if funded thru <sup>2</sup> 5307, 5309, 5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<b>Non-State Grantees</b>						
<b>Contracts below Simplified Acquisition Threshold (Small Purchase) (\$250,000)</b>	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
<b>Contracts above \$100,000/Capital Projects</b>	Yes	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes

Sources of Authority: 49 USC 5325 (a), 49 CFR 633.17, 18 CFR 18.36 (i)

**FEDERAL CHANGES**

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CoJ and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **CIVIL RIGHTS REQUIREMENTS**

**29 U.S.C. § 623, 42 U.S.C. § 2000**

**42 U.S.C. § 6102, 42 U.S.C. § 12112**

**42 U.S.C. § 12132, 49 U.S.C. § 5332**

**29 CFR Part 1630, 41 CFR Parts 60 et seq.**

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

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

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

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

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

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

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

## EQUAL EMPLOYMENT OPPORTUNITY

### 41 CFR §60-1.4

Applicability to Contracts: Applicable to all contracts except micro-purchases (except for construction contracts over \$2,000).

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language: Federal Requirements and Guidance. The Recipient agrees to prohibit, and assures that each Third Party Participant will prohibit, discrimination on the basis of race, color, religion, sex, or national origin, and:

- (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
- (b) Facilitate compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, and as further amended by Executive Order 13672, "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity," July 21, 2014,
- (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 13.a of this Master Agreement, and
- (d) Follow Federal guidance pertaining to Equal Employment Opportunity laws and regulations, and prohibitions against discrimination on the basis of disability,

Specifics. The Recipient agrees:

- (a) Prohibited Discrimination. As provided by Executive Order 11246, as amended, and as specified by U.S. Department of Labor regulations, to ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
  1. Race,
  2. Color,
  3. Religion,
  4. National origin,
  5. Disability,
  6. Age,
  7. Sexual origin,
  8. Gender identity, or
  9. Status as a parent, and
- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
  1. Recruitment advertising, recruitment, and employment,
  2. Rates of pay and other forms of compensation,
  3. Selection for training, including apprenticeship, and upgrading, and
  4. Transfers, demotions, layoffs, and terminations, but
- (c) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and

Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures that each Third Party Participant will comply, with:

- (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
- (b) Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note.

## DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

### Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became

effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

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

### **Disadvantaged Business Enterprises**

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

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

### **FTA Circular 4220.1F**

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CoJ requests which would cause the CoJ to be in violation of the FTA terms and conditions.



## TERMINATION

49 U.S.C. Part 18

### **FTA Circular 4220.1F**

#### Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

a. Termination for Convenience (General Provision) Either party may terminate this Contract, in whole or in part, at any time by a thirty (30) days' prior written notice to the other party. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If the Contractor has any property in its possession belonging to the CoJ, the Contractor will account for the same, and dispose of it in the manner that the CoJ directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CoJ may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CoJ and/or its City Manager that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CoJ and/or the City Manager, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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

c. Opportunity to Cure (General Provision) The CoJ and/or City Manager in its/his joint and several sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect.

In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractor fails to remedy to the CoJ 's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from the CoJ setting forth the nature of said breach or default, the CoJ shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude The CoJ from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the CoJ elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the CoJ shall not limit the CoJ's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

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

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

## **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **49 CFR Part 29 Executive Order 12549**

#### Background and Applicability

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

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

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

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

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily

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

### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **ENERGY CONSERVATION REQUIREMENTS**

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

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **ADA ACCESS**

#### **49 USC 531 (d)**

Applicability to Contracts: The ADA Access Requirements apply to all contracts.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases; except for construction contracts over \$2,000.

Flow Down Requirement: The ADA Access Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language: ADA Access. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity and access for persons with disabilities.

#### **Access Requirements for Persons with Disabilities**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

## CLEAN AIR

### 42 U.S.C. 7401 et seq, 40 CFR 15.61, 2 CFR Part 1201

Applicability to Contracts: The Clean Air requirements apply to all contracts exceeding \$150,000, including indefinite quantities where the amount is expected to exceed \$150,000 in any year.

Flow Down Requirement: The Clean Air requirements flow down to all subcontracts which exceed \$150,000.

Model Clauses/Language: No specific language is required. FTA has proposed the following language.

(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 \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## CLEAN WATER REQUIREMENTS

### 33 U.S.C. 1251

Applicability to Contracts: The Clean Water requirements apply to each contract and subcontract which exceeds \$150,000.

Flow Down Requirements: The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language: While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (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 \$50,000 financed in whole or in part with Federal assistance provided by FTA.

## RECYCLED PRODUCTS

### 42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases: Micro-purchases are defined as those purchases under \$10,000. These requirements do not apply to micro-purchases.

Flow Down Requirement: These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language: No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

## BREACHES AND DISPUTE RESOLUTION

### **2 CFR Part 1201** **FTA Circular 4220.1F**

Applicability to Contracts: All contracts in excess of \$250,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down: The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language: FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

**Disputes** - 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 the Recipient. 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 Recipient. 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 Recipient shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), 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 therefor 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 (Recipient) 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 the (Recipient) 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 the (Recipient), (Architect) 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.

## Appendix A: Photos of Current Passenger Shelters



**Note:**

This procurement does not include transit name decals.

The shelter color has been updated to RAL 6016 (dark green).





Notice the in-house skirting installed on the shelter above.

## **Appendix B: Certifications, forms, materials to be submitted with proposal**

The following certifications or forms must be executed by proposer and submitted with proposals to Janesville Transit System:

1. Form A: Signature Affidavit
2. Form B: Overall Federal Regulation Compliance
3. Form C: Lobbying
4. Form D: Buy American Requirements
5. Form E: Compliance With Specifications
6. Form F: Debarment and Suspension Certification
7. Form G: Disadvantaged Business Enterprise (DBE) Certification
8. Form H: Acknowledgment of Addenda
9. Form I: Vendor Qualifications & References
10. Form J: Price Form
11. Form K: Passenger Shelter Specifications Compliance & Exceptions
12. Items outlined in 'Required Materials for Submission' section of this document.



## FORM A: SIGNATURE AFFIDAVIT

SIGNATURE FORM
----------------

NOTE: This form must be returned with proposal response.

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete 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 CoJ, this proposal is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be the vendor's responsibility.

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

Proposer shall provide the complete information requested below. Include the legal name of the Proposer and signature of the person(s) legally authorized to bind the proposer to a contract.	
---	--

Proposal invalid without Signature

Authorized Signature of Proposer:	Date:
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Print Name and Title of Proposer:	Company Full Legal Name:
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Telephone:	Complete Address, City, ST, Zip:
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Fax:

Email:

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

Email:

## FORM B: OVERALL FEDERAL REGULATION COMPLIANCE

(The Janesville Transit System and Proposer/Proposer Certifies)

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

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

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

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 Janesville Transit System requests which would cause Janesville Transit System to be in violation of the FTA and WisDOT grant terms and conditions.

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

\_\_\_\_\_  
Date

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

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

**AND**

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

\_\_\_\_\_  
Date

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

## FORM C: LOBBYING

### 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

Applicability to Contracts: The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$100,000.

Flow Down Requirement: The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language: Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A. Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.* ]

Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Use of "Disclosure of Lobbying Activities," Standard Form--LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

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 \$50,000 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.

#### APPENDIX A, 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

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

\_\_\_\_\_ Date

## FORM D: BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)  
49 CFR Part 661

### Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down Requirements: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language: The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

### **Certification requirement for procurement of steel, iron, or manufactured products.**

#### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

#### *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

### **Certification requirement for procurement of buses, other rolling stock and associated equipment.**

#### *Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

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

(Bidder/proposer certifies)

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

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

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

<b>Compliance With Specifications</b>
---------------------------------------

(Proposer certifies)

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

A. \_\_\_\_\_ The proposer hereby states that it will comply with the specifications in all areas. (This means that there are no exceptions to the technical specifications, no matter how minor. If you have any doubts, check paragraph C or call the procuring agency for assistance.)

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

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

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

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

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

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

# FORM F: DEBARMENT AND SUSPENSION CERTIFICATION (NONPROCUREMENT)

49 CFR Part 29  
Executive Order 12549

## Background and Applicability

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

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

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

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

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

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

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

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

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

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

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



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

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

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

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

<b>DBE Approval Certification</b>
-----------------------------------

(Bidder/proposer and manufacturer)

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

**ADDENDA**

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

The undersigned hereby acknowledges receipt of the following addenda:

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

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

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

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

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

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

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

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

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

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

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

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

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

## FORM I: Vendor Qualifications & References

Form G must be completed in its entirety. If the form is not completely filled out the proposal will not be considered.

No.	DESCRIPTION	Response
1.	Has your company successfully and continuously engaged in Shelter manufacturing for a minimum of ten (10) years? Respond yes or no in the Response column.	
2.	Do you, as an authorized representative of your company, concur be responsible for all components, including structural design. Respond yes or no in the Response column.	

Vendors are to include a list of THREE (3) Midwestern municipalities or customers to be used as references. These references shall be current customers utilizing product similar to those requested. The City may make such investigation as is necessary to determine the ability of the Vendor to fulfill service requirements.

**Company Name:**

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?

Type of shelter manufactured along with the model number if applicable.

**Company Name:**

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?

Type of shelter manufactured along with the model number if applicable.

**Company Name:**

Address:

Telephone:

Contact Person:

E-mail address:

Product(s) and/or Service(s) Used:

How long have you been working with this company?

Type of shelter manufactured along with the model number if applicable.

## Form J: Price Form

The Price Form must be completed in its entirety. If the form is not completely filled out the proposal will not be considered.

Item Description	Year One Upon Execution– 10/31/2023	Year Two 11/1/2023 – 10/31/2024	Year Three 11/1/2024 – 10/31/2025	Option 1 11/1/2025– 3/31/2026	Option 2 11/1/2026 – 3/31/2027
Initial purchase of up to seven (7) shelters upon execution of the contract: <i>Price per shelter:</i>	\$	NA	NA	NA	NA
Freight price for up to (7) shelters upon execution of the contract <i>Freight price per shelter:</i>	\$	NA	NA	NA	NA
Initial purchase of up to seven (7) solar light kits upon execution of the contract: <i>Price per light kit:</i>	\$	NA	NA	NA	NA
Initial purchase of up to seven (7) skirting kits upon execution of the contract: <i>Price per skirting kit:</i>	\$	NA	NA	NA	NA
1 Passenger Shelter	\$	\$	\$	\$	\$
1 Solar Light Kit	\$	\$	\$	\$	\$
1 Skirting Kit					
Price for replacement clear tempered safety glass panels. List the cost for each applicable panel size/type. You may add rows if necessary.	\$	\$	\$	\$	\$

**LEAD TIME:** Please state lead time for initial purchase of up to 7 shelters once receiving executed contract and purchase order: \_\_\_\_\_

**VENDOR'S SIGNATURE & INFORMATION:**

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

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

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

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

Phone # , Fax# & Email: \_\_\_\_\_

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

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

## Form K: Passenger Shelter Specification Compliance & Exceptions

The Form I Passenger Shelter Specification Compliance & Exceptions must be completed in its entirety. If the form is not completely filled out the proposal will not be considered. The form is provided as a PDF, as well a Word document for ease of completion. Feel free to add additional pages or make columns wider to best describe any proposed exceptions.

Vendor shall complete every space in the 'Comply or Exception Column' with a (V) to indicate compliance with specification or (Exception) to indicate any deviation from specification and describe in detail the requested exception/deviation. 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.

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.

### APPROXIMATE SPECIFICATIONS

No.	DESCRIPTION	"V" COMPLY OR "EXCEPTION"
1.	<p><b>GENERAL DESCRIPTION:</b> The work specified includes the design and fabrication of passenger shelters, including frame, windows, glazed wall panels, glazed roof and benches.</p> <p>The shelter shall be an aluminum standing seam with historic roof as depicted in Appendix A photos.</p> <p>All sub frames and roof decking powder coated same color along with decorative grill work, as depicted in Appendix A, photos on top &amp; bottom of all walls.</p>	
2.	<b>SIZE:</b> 5'x10'	
3.	<b>QUANTITY:</b> Up to seven based on price, with option for future purchasing	
4.	<p><b>DESIGN REQUIREMENTS:</b> Each shelter shall consist of a structural aluminum frame with glazed rear, side walls, windscreen and glazed roof. The walls shall be glazed full height with 10" ventilation space at bottom. The shelter shall be fabricated in the minimum number of parts or sections which can be transported to each site in their pre-glazed sections. Fabrication methods shall provide for ease in erection. The frame shall be designed to be stable with or without wall glazing and roof panels. The shelter, including connections, components and anchorage, shall be tamperproof.</p>	
5.	<b>INTERIOR CLEARANCE:</b> Interior clearance of seven (7') feet high; the maximum height of the shelter shall not exceed ten (10') feet.	
6.	<b>ALUMINUM:</b> All structural and framing members including the fascia shall be extruded aluminum of 6063-T52 alloy not less than 1/8 inch in thickness.	

	6063 - T52 ALLOY, POWDER COATED COLOR, RAL 6016	
7.	<p><b>SHELTER CONSTRUCTION:</b> Maximum horizontal span of any panel shall not exceed 27".</p> <p>All wall panels shall be factory glazed into aluminum sub-frames with minimum depth engagement of ¾". Panel sub-frames shall be attached to vertical and horizontal structural mullions with 3/16" diameter rivets on approximately 13" centers.</p> <p>Each shelter shall be supported by four vertical 2 ½"x2 ½" aluminum tube corner mullions anchored at base and supporting the roof, rear wall and side walls. Intermediate vertical mullions shall be 2 ½"x1 ½" aluminum tubing.</p> <p>Mullion connection shall be by means of extruded aluminum "U" channels 2 ¼"x2 ¼" or 1 1/4"x2 ¼" with tapered edges.</p> <p>All wall sections shall have structural horizontal members along top and bottom edges. Horizontal and vertical mullions shall be factory attached directly to each other. The fasteners shall be completely hidden when shelter is field installed. The final assembly shall provide a clean, neat, unobtrusive and tamperproof structure free of sharp or irregular edges or corners.</p> <p>Anchor flanges shall be aluminum with minimum height of 5" to provide up to 3" vertical adjustment for possible unlevel site conditions. All mounting hardware shall be factory supplied. Shims are not required.</p>	
8.	<b>ADA ACCESSIBLE:</b> Design of shelter shall be ADA accessible.	
9.	<b>Openings:</b> Each shelter shall have two (2) 32 ½" ADA approved openings	
10.	<b>Window:</b> Window panels be 1/4" inch thick clear tempered safety glass. Panels shall be gasketed with wrap-around pvc extrusion and secured to the framing structure with special extrusions to provide a safe weather-protective enclosure.	
11.	<p><b>ROOF:</b> Roof shall be completely factory assembled if roof is no larger than 15' long by 7'-6" deep. Roof fascia shall be 1/8" extruded aluminum 3" or 6" high. Fascia shall incorporate an integral gutter with weep holes in back of shelter for drainage.</p> <p>Roof fascia shall have both corner keys and alignment plates secured with 3/16" diameter rivets. Under no circumstances will corner keys be dependent upon mere pressure fit. Each corner key shall be secured with a total of six rivets, three on each face, through both the roof fascia and corner key. Rivet shall match the finish of roof fascia.</p> <p>The roof fascia extrusion shall have an inside lip facing downward which shall overlap the inside surface of the wall assembly. This lip shall have factory drilled clearance holes for factory supplies 3/16" diameter rivets on 20" centers. Through these holes, holes shall be chased into the top</p>	

	horizontal wall mullion in the field, then the roof assembly secured to the wall assembly with the factory supplied rivets. Any subsequent upward wind load force under the roof shall be resisted by shear strength of the rivets. The roof assembly shall not be fastened down to the top of the wall sections with sheet metal screws whereby any upward force is resisted by the screw threads in tension. ROOF PANELS ALUMINUM POWDER-COATED ROOF # RAL 6016	
12.	<b>FINISH:</b> All aluminum components shall be Power-Coat finish.	
13.	<b>WATERPROOF:</b> Wall and roof panels shall be sealed as required to provide a water-proof barrier.	
14.	<b>BENCH/BACKREST:</b> 5' bench/backrest. Materials shall be extruded aluminum consisting of two contoured sections for bench and one section for backrest. Included shall be aluminum brackets and hardware. Bench/backrest shall be supported along inside of shelter rear wall.	
15.	<b>HARDWARE KIT:</b> Proposers must provide a hardware kit to include but not limited to fasteners needed to attach the shelter to the concrete pad.	
16.	<b>EXPOSURE CATEGORY:</b> B (Urban and suburban areas, wooded areas, or other terrain with numerous closely spaced obstructions).	
17.	<b>BASE SNOW LOAD:</b> The roof including the dome shall be capable of supporting a uniformly distributed load of 40 pounds per square foot or a separate concentrated load of 200 pounds placed at any location on the roof or fascia without permanent deformation.	
18.	<b>WIND LOAD:</b> The shelter, including frame, glazing and roof, shall be capable of withstanding of 90 MPH.	
19.	<b>Mounting:</b> Method of mounting shelter to concrete pad shall allow for up to four (4") inch of slope adjustment.	
20.	<b>WARRANTY:</b> Proposer shall guarantee against any defects in materials and/or workmanship for 12 months following acceptance. Liability is limited to replacement parts, as needed.	
21.	<p><b>OPTIONAL SOLAR LIGHTING:</b> JTS desires pricing for optional solar lighting.</p> <p>Solar Kit Specifications:</p> <ul style="list-style-type: none"> <li>• UL certified and compliant system (as opposed to individual UL compliant components).</li> <li>• Dusk till dawn illumination.</li> <li>• Minimum of 2 foot candles illumination at grade within the shelter footprint.</li> <li>• Energy control module with integrated real time clock for automatic operation (does not need to be adjusted per season).</li> <li>• Autonomous operation for a minimum of 5 days (battery power reserve).</li> </ul>	

	<ul style="list-style-type: none"> <li>• Self-test switch for routine maintenance and testing of the system.</li> <li>• Proposer shall supply autonomy/battery reserve calculations to demonstrate the proposed PV system can deliver the required power and meet or exceed minimum autonomy/battery reserve operation for five (5) days.</li> <li>• Proposer shall supply ALR (Array to Load Ratio) calculations based on the worst solar insolation period of the year (December) for Janesville, WI while still adhering to the 1.25 minimum ALR.</li> </ul> <p>If you offer a solar lighting kit, please include pricing in the Form J Price Form. “v” COMPLY OR “EXCEPTION” response not needed for this row.</p>	
22.	<p><b>OPTIONAL SKIRTING:</b> JTS desires pricing for optional skirting. The purpose of the skirting is to provide a physical barrier to reduce the amount of snow and ice entering the shelter during snow/ice removal activities taking place in the roadway. Photos in Appendix A show our in-house skirting.</p> <p>If you offer skirting, please include pricing in the Form J Price Form. “v” COMPLY OR “EXCEPTION” response not needed for this row.</p>	
23.	<p><b>Optional Window Replacement Panels:</b> JTS desires pricing for the optional purchase of window replacement panels in the event panels needs replacing due to vandalism.</p> <p>If you offer window replacement panels, please include pricing in the Form J Price Form. “v” COMPLY OR “EXCEPTION” response not needed for this row.</p>	