



# JANESVILLE TRANSIT

City of Janesville

## Request for Proposal: Bus Advertising Sales

JT-RFP-2026-2

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**Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide bus advertising sales and make payments of the share of revenue generated from these activities to the City of Janesville.

**General Terms**

These instructions provide detailed technical requirements for the purchase of services related to bus advertising sales for JT. You are requested to make a formal proposal to accomplish the Scope of Services described herein in the form prescribed. Your proposal is to be signed by a duly authorized official(s) of the proposer and shall be submitted to the City in the time and manner described. The City will make no reimbursement for any cost incurred for preparing a proposal or before a formal notice to proceed if awarded a contract.

**Submission Of Proposals**

An emailed proposal shall be received by JT prior to the due date and time listed in the Timeline.

The email subject line shall state: "Proposal for JT-RFP-2026-2". Use of an online file-sharing software (e.g., Microsoft OneDrive; Dropbox) is encouraged to ensure large file sizes do not interfere with receipt. The proposal file format shall be Portable Document Format (PDF).

The proposal shall be emailed to smithr@ci.janesville.wi.us

Submitting a proposal to any email address other than smithr@ci.janesville.wi.us does not constitute receipt of a proposal by JT. It is the Proposer's responsibility to verify that JT has timely received the emailed proposal before the due date and time above. JT is not responsible for late receipt of a proposal, regardless of the reason for the delay. Proof of transmission does not constitute proof of receipt. The Proposer is responsible for confirming that JT has successfully received their emailed proposal and is encouraged to do so due to the strict email filters used at the City of Janesville.

Submission of a proposal shall constitute a firm offer by the proposer to JT for one hundred twenty (120) days from the proposal opening. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

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 JT staff or any employee of JT 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 JT 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.

### **Optional Site Visit**

Proposers may attend an in-person site visit to view a JT bus on display that is eligible for advertising. No questions will be taken at this visit. No other site visits will be scheduled. Proposers are not required to attend the site visit. However, it is the Proposer's responsibility to completely understand the available fleet vehicles and the proposer's responsibilities, in order to facilitate a full understanding of all requirements associated with this RFP's Scope of Services.

Failure to participate in the visit will in no way relieve the successful Proposer from providing all services that may be required to carry out the intent of the resulting contract.

The site visit is scheduled for April 7, 2026 at 10:00 a.m. at the Transit Services Center, 101 Black Bridge Road, Janesville, WI. Proposers are asked to park in the visitor parking section. Attendees are welcome to bring their own ladder and tape measure for use during the site visit, as no equipment will be provided during the site visit. Proposers shall also be advised the site visit will take place outdoors.

### **Clarification & Amendment Process**

A Proposer may submit to the City a written request for an interpretation or clarification of, or addenda to, this RFP.

The City will review and prepare a response to each request made by a proposer pursuant to this section. The responses will be posted on the City’s website and Vendor Net to ensure all interested parties receive the same information.

The City reserves the right to make modifications or addenda to this RFP. If the City determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon the City's own initiative, the City will issue, and make available to all prospective proposers, a written addendum setting forth this revision. Proposers shall acknowledge receipt of addenda by written notice thereof returned to the City as a component of the proposal (see Form H). Without acknowledgement of addenda, proposals may not be considered. Where addenda require changes in the work to be performed under the Contract, the date set for receipt of proposals may be postponed by the number of days the City determines are appropriate in order to enable prospective proposers to revise proposals.

The City 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 must be provided in writing pursuant to this section.

Direct questions concerning this Request for Proposals to Rebecca Smith, Transit Director, in writing and submitted via e-mail to [smithr@ci.janesville.wi.us](mailto:smithr@ci.janesville.wi.us) by Friday, April 10, 2026 .

## Timeline

RFP Issued	Tues, Mar 31, 2026
Site Visit Opportunity: 101 Black Bridge Rd Janesville, WI	Tues, Apr 7, 2026 @10am
Deadline for Proposer Questions, Comments, & Requests for Clarification	Fri, Apr 10, 2026
JT Responds to Questions/Addenda	Tues, Apr 14, 2026
Proposal Submittal Deadline	Tues, April 21, 2026 at 12PM Noon
Interviews/Negotiation Period (Anticipated)	Apr 27-30, 2026
Notice of Contract Award (Anticipated)	Tues, May 5, 2026

## Introduction to Janesville Transit

Janesville Transit (JT) is a public transit system owned and operated by the City of Janesville (CoJ) as a division of the CoJ’s local, municipal government. JT provides fixed-route bus service throughout the corporate boundaries of the CoJ with a connecting route to Beloit. JT is operated out of the Transit Services Center located at 101 Black Bridge Road in Janesville, WI 53545 and the public facing hub of JT is the Transfer Center, located at 123 S River Street in downtown Janesville.

JT operates daytime routes Monday through Saturday; weekday evening routes; and Extra Service Routes. Current routes and service area can be found at [www.janesvilletransit.com](http://www.janesvilletransit.com). (Extra Service Routes, or

“tripper routes” are operated during the academic year to assist with the passenger load at our peak times before and after school. The School Transportation page is located here: <https://www.janesvillewi.gov/departments-services/neighborhood-and-community-services/bus-transit-jts/school-transportation>)

JT enjoys community, city administration, and elected body support. JT has provided consistent service levels for decades, with the most significant change being the addition of evening weekday bus services in the calendar year 2000.

JT has participated in exterior bus advertising for 20+ years using a contract advertising vendor approach with positive results. JT only allows advertising wraps on the exterior of the buses; no framed signs or placards may be placed on the exterior of the buses.

### **Ridership Summary**

Annual Fixed Route ridership at JT is the following:

2021 280,298  
2022 345,362  
2023 398,119  
2024 402,208  
2025 366,682

### **Revenue Summary**

JT received the following revenue amounts annually from the contractor:

2021: \$40,555  
2022: \$28,393  
2023: \$53,555  
2024: \$37,437  
2025: \$43,875

JT receives a 50% revenue share from the current advertising sales contract and a guaranteed monthly payment minimum of about \$2,900.

### **Fleet Summary**

Below is the fleet of buses Janesville Transit will have available for bus advertising at the start of the new contract. JT expects the fleet to remain as described for the duration of the contract.

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Series</b>	<b>Length</b>	<b>Quantity</b>
Gillig	Low Floor	2019	450s (450-455)	35 FT.	6
Gillig	Low Floor	2020	460s (460 – 468)	35 FT.	9
Gillig	Low Floor	2022	470s (470 – 471)	35 FT.	2
Gillig	Low Floor	Fall 2026	480	40 FT.	1

Note: In October 2026 the fleet size will increase to 18 buses, with the acceptance of a 40’ bus.

### **Spares**

JT reserves two buses as spares, serving as replacement buses in support of the entire fleet.

## Bus Assignments

JT predominantly maintains the 450 series of Gillig Buses on Extra Service Routes/Tripper routes. The buses assigned to these routes rotate on a cyclical schedule to ensure assignment to all tripper routes and areas of Janesville. All 450 series buses are assigned daytime, evening or spare routes as needed.

JT maintains the 460 and 470 buses on daytime, evening and spare assignments. The buses assigned to these routes rotate on a cyclical schedule to ensure assignment to all routes and areas of Janesville. All 460 and 470 series buses are assigned tripper routes, as needed.

## Service Hours

Monday – Friday      6:15 AM – 10:15 PM  
Saturday              8:45 AM – 6:15 PM

## Weekdays, including Tripper Service

Number of Buses	Time	Hours	Service
12	AM Peak	6:45AM – 8:15AM	Fixed Route Service with Tripper Service
7	Midday	6:15AM- 6:45AM & 8:15AM – 3:00PM	Fixed Route Service
14	PM Peak	3PM – 4:30PM	Fixed Route Service with Tripper Service
7	Late Afternoon	4:30PM – 6:15PM	Fixed Route Service
3	Evening	6:15PM – 10:15PM	Deviated Route Service

## Saturday Service

6	Weekend	8:45AM – 6:15PM	Fixed Route Service
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No service is provided on the following holidays: New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas.

The seven daytime route buses currently operate 86.75 hours and 1,258 miles each weekday; and 60 hours and 809 miles on Saturdays. The three evening routes total 12.75 hours of operation and 171 miles each weekday. Extra Service/Tripper routes total 16.50 hours of operation and 165 miles each school day. We expect the daily hours and mileage to remain consistent during the contract.

## Scope Of Services

Janesville Transit is seeking a contractor to sell advertisements on the exterior and interior of the City’s buses and provide payment to the City for a portion of the revenue generated from these activities. The Contractor shall be responsible for collecting and retaining all money and compensation paid or agreed to be paid by third parties for any and all advertising on the City buses. Upon execution of this contract, the Contractor may begin bus advertising sales activities for the City including selling of ad space that will be available on or after approximately June 1, 2026.

In addition to providing the service of bus advertising sales and collections of the revenue from those activities, the Contractor will also be responsible for the following:

- Setting of Rates and Executing Ad Contracts

- Monthly Payments
- Recordkeeping
- Transition for Existing Advertisers
- Design, Creation, Installation, Maintenance & Removal of Bus Ad Signs
- Compliance with All Applicable Governmental Regulations
- Marketing & New Sales Ventures
- Unused Space
- Termination/Expiration of Contract

### **Setting of Rates and Executing Ad Contracts**

The Contractor will have the right to set the rates for advertising on the buses and the length of contracts. The Contractor will be responsible for executing all bus ad contracts with advertisers. The Contractor will be the sole contact for all advertisers.

### **Monthly Payments**

The Contractor will be required to pay the City the amount agreed upon. There are three components to the monthly payments. The proposer shall identify that amount in Form J, "Revenue Proposal", whether there will be a minimum amount per month per year, or a percentage of the gross monthly receipts from the sale/rental of space, or a combination of guaranteed and percentage of gross monthly receipts. No guaranteed minimums or percentage of gross monthly receipts minimums are expressed in this Request for Proposal.

Payments must be made by the 30th of the month following the month of which the guarantee is based. Payments shall be made to the following address:

Janesville Transit  
 Attention: Rebecca Smith, Transit Director  
 101 Black Bridge Rd  
 Janesville, WI 53545

### **Reporting/Recordkeeping**

The Contractor will be required to submit a monthly report to the City that will include detail by advertiser of the following:

- Name of Advertiser
- Number and Size of Signs with Associated Bus Number(s)
- Duration of Contract
- Gross Billings and Net Collections
- Total Gross Billings and Net Collections per Month

The successful Proposer shall maintain records of all transactions and make such records (including all advertising contracts) available to JT within a reasonable amount of time upon written notification.

### **Design, Creation, Installation, Maintenance & Removal of Bus Ad Signs**

The contractor is required to design, create, install, maintain and remove all advertisements from the Janesville Transit bus fleet. The Contractor is solely responsible for all labor and expense of creation, application, and removal of each advertisement. It shall be the responsibility of the Contractor to ensure

that all advertisements are maintained in a neat and proper condition. The City at its sole option may direct the Contractor to repair or replace ads that are worn or damaged and the Contractor will be responsible for all costs associated with these repairs.

All exterior advertising shall be constructed of direct application exterior vinyl of a high quality (ex. 3M or Avery). The materials used must be easy to apply and remove, be durable, and readable. The Contractor is permitted to set ad sizes but is encouraged to use industry standard-sized ads where applicable. Custom-sized ads are also acceptable and there is no cap on the number of full or partial bus wraps sold. JT encourages creative products to maximize revenue generated. JT is open to exploring options for interior bus advertisement material but requires paper signs to be laminated for durability.

All advertisements and other items affixed to or in the City's buses by the Contractor shall not interfere with the normal operation, safety, or routine maintenance of said buses. Full and partial bus wraps with ad material that covers bus windows must be designed to not inhibit the driver's ability to view vehicle and/or pedestrian traffic, and to allow passengers to see outside of the bus. No wrap ad material shall be placed upon or forward of the front entrance door or in the window panel directly behind the front entrance door. If covered by a created ad, the bus numbers at the front, sides, and rear shall be included in the design in comparable size and placement to ensure visibility. If covered by a created ad, the sign "Right Turn in Front of Stopped Bus is Illegal" on the rear of the bus shall be included in the design in comparable size and placement to ensure visibility.

The contractor must comply with all policies when at the Transit Services Center, 101 Black Bridge Road, Janesville. Installation and removal of advertising signs performed at the Transit Services Center must be completed between the hours of 7 am to 8 pm Monday – Friday. Changes to these hours may occur upon approval of the Maintenance Supervisor. Installation and removal may occur at an offsite location at the discretion of the Transit Director.

The Contractor must maintain a record of all advertising posted and removed by bus number.

If any damage occurs to the bus as a result of installation, maintenance or removal of an advertisement, the Contractor will be responsible for restoring the buses to their original condition, including repainting and reapplying of any signs or equipment damaged, etc. if necessary. If any advertisement is damaged for any reason, including but not limited to accident, vandalism, or routine washing, the Contractor shall be responsible for all labor and expense in performing touch-ups or repairs. The City and/or its agents, insurance carriers, etc. may assist the Contractor in attempts to recover the cost of replacement/repairs to ad signs caused by other parties.

### **Coordination**

The Contractor shall coordinate the approval of new ads with the Transit Director and the installation or removal of ads with the Transit Maintenance Supervisor. Coordination shall typically be completed via email and 48 hours' notice shall be given when requesting installation or removal dates and times.

### **Compliance with All Applicable Governmental Regulations**

The Contractor must agree to post ads that conform to the City policy regarding the appropriateness of advertising graphics and content as well as the total ban on tobacco product, and political advertising. A copy of the City's policy on transit advertising is available in Appendix B. The Contractor must also comply with all other applicable local, state, and federal regulations.

## **Marketing & New Advertising Sales Ventures**

The Contractor will be responsible for marketing the sale of advertisements on the City's buses. The City will assist in providing information on the City of Janesville website regarding bus advertising with the information provided by the Contractor. In addition, the Contractor should provide the City with the contact information for the Contractor's ad sales staff that transit staff can direct interested advertisers to contact.

The Contractor also may propose additional sales ventures for consideration during the contract (Ex. ads at the Downtown Transfer Center, on service vehicles, on fare media, digital advertisements, etc.).

## **Unused Space**

The City reserves the right to use any unused bus ad space for advertisements for Janesville Transit. All costs associated with the creation, installation, and removal of these ads shall be paid to the Contractor by the City. The Contractor is under no obligation to maintain any amount of ad space for the City and the use of the space would be only as available.

## **Transitioning of Existing Advertisers**

The newly awarded contractor will be responsible for handling the transition of all existing transit advertisers having contracts with the current Bus Advertising Contractor (if different) and will assume all active transit advertising contracts held by the current contract on the starting date.

## **Termination/Expiration of Contract Regarding Continuity of Advertising Services**

Upon termination of the Contractor for any reason or upon the expiration of this Agreement, the Contractor agrees that it will furnish to the City, for the City's use or delivery to a successor Contractor, a list of all advertisers which were under contract immediately prior to the termination or expiration, including with respect to each such advertiser: (i). its name,. (ii). the principal contact at the advertiser for purposes of negotiating an advertising contract, (iii). its address, phone number, and email and, if different, the address, phone number, and email of the principal contact. Along with this list, the Contractor shall provide to the City, to the extent not previously provided, a copy of the most recent contract between each identified advertiser and the Contractor.

## **Proposal Content**

The following information must be contained in your response to this solicitation:

### **Experience**

**Maximum of 2 pages:** Describe in detail your experience in and knowledge of the transit bus advertising business. This description should include a brief history of the company, a description of the ownership structure and legal status of the organization, and, name of the Chief Executive Officer. Contractors should describe their involvement with media advertising, such as exterior advertising, electronic displays, billboards, mobile, etc. Provide the total number of transit properties served by your firm for each of the following years: 2023, 2024 and 2025 and detail how many new accounts were added each year. In addition, provide the total number of expired or terminated contracts each of these years. Provide the name, email address, and telephone number of at least three client references. The City of Janesville reserves the right to contact any other references it finds on its own.

### **Personnel**

**Maximum of 2 pages:** Provide a detailed resume for the key personnel proposed to work on this account including sales, management, and installation staff. Identify who the main sales contact for this contract will be and their experience in the Janesville market. Please indicate what, if any, duties will be subcontracted and provide the name of the firm and how long your firm has had a relationship with the subcontractor.

### **Financial Data**

The City wishes to work with companies that display sound financial strength, judgment, and capability.

### **Management Methodologies/Procedures**

**Maximum 5 pages:** Provide a narrative describing management tools, procedures, philosophy, and practices used by your firm to conduct the type of activity required by this contract including the following:

- A detailed marketing plan with quantifiable objectives that are supported by action-oriented strategies and guidelines that will help the City evaluate the firm's potential performance. The Contractor must consider and show that it understands what factors are involved in the Janesville market and what strategies will be used to maximize revenue. Proposals should include what the standard size ads will be and where on the buses the ads will be located. Explain what, if any, custom-sized ads will be offered. Examples of previous advertisements showing the extent of creativity of your firm and maximization of revenue generation is encouraged.
- Provide a detailed transition plan for existing advertisers. The transition plan should contain the process the contractor will take to assume the existing transit advertising contracts from the previous vendor as well as a list of tasks and data the contractor expects from the Transit Commission.
- Description of how your firm works through the entire ad development process from creative design, production, and installation. Describe how your firm accounts for the structure of the bus in the ad design and production. Detail the installation and removal process including scheduling buses and what measures are taken to not harm the bus during installation or removal of signage. Describe the materials used for the exterior and interior ads and why those materials are chosen.

### **Certifications & Forms**

Sign and date certifications and forms as required. See Appendix A of this document.

### **Evaluation Criteria**

A committee consisting of Janesville Transit staff will evaluate proposals. The following criteria will be used by the committee in evaluating written proposals:

- Revenue [50%]
- Experience of firm and assigned sales representative [30%]
- Management Methodologies [20%]
- Certifications [Disqualification if not complete]

## Interviews

Interviews may be required of selected finalists at their expense. However, the Evaluation Committee may, at its sole discretion, recommend an award without discussion or negotiation with any proposer based on the proposals submitted, or it may choose to negotiate with all firms and individuals that it determines to have a reasonable chance of being selected based on the above-listed evaluation criteria. Respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and revenue standpoint.

## Contract

Following the selection of a firm or individual (hereinafter Contractor), a written contract will be executed by the Contractor and the City of Janesville, incorporating the terms and conditions of this RFP; the proposer's response to the RFP; and the City of Janesville standard terms and conditions.

## Term

This agreement shall be for three years from June 1, 2026 with two additional option years.

## Financial Assistance Contracts

The contract let under this solicitation is subject to a financial assistance contract between the City of Janesville, the U.S. Department of Transportation, Federal Transit Administration (FTA), and the Wisconsin Department of Transportation (WISDOT). The Contractor is required to comply with all terms and conditions prescribed for third party Contractors as prescribed in current grant contracts between the City of Janesville and FTA and WISDOT.

## Insurance

Specifically, without limitation, the contract will contain the following provisions regarding insurance:

Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during Contractor's performance of its obligations under this contract:

- A. Worker Compensation and Employer's Liability Insurance – Statutory worker compensation benefits and employer's liability insurance with limits not less than statutory requirements. The Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- B. Commercial General Liability Insurance – Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations (2) personal injury (3) blanket contractual (4) independent contractor coverage. Limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- C. Automobile Liability Insurance – Business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$1,000,000.
- D. Umbrella Liability Insurance – Coverage to be in addition to employer's liability, general liability, and automobile liability insurance required above. Limit of liability not less than \$1,000,000.

All policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement naming the City, their respective boards, commissions, agencies, officers, employees, and representatives as additional insureds, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin.

Upon the execution of the contract, the Contractor shall deliver a certificate of insurance to the City showing that all requirements of this section are met. Failure to submit an insurance certificate, as required, can make the Contract voidable at the City's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the insurance certificates, where applicable, have been obtained from the subcontractor.

### **Indemnification**

Contractor shall indemnify and hold the City harmless from any and all third party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Contractor's performance of its obligations under this contract, including court costs and actual attorney fees.

### **Prohibited Provisions**

The contract shall not include the following:

Limitation or Disclaimer of Liability - The contract will not include any provision whereby the Contractor attempts to disclaim or limit liability for damages other than consequential or incidental damages. Direct and special damages for Contractor's breach of the contract or warranties, or Contractor's negligence, will not be limited or disclaimed.

Choice of Law, Jurisdiction, or Venue - The contract will not include any provision providing that (1) the law of any state other than Wisconsin shall apply to the construction of the contract, (2) lawsuits arising from the contract must be brought in any court other than Wisconsin Circuit Court for Rock County, or (3) that the City is subject to personal jurisdiction in any state other than Wisconsin.

Arbitration - The contract will not include any provision requiring disputes arising from it to be submitted to arbitration.

### **Protest Procedures**

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

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

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

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

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

1. Identity of the contact person for the protestor, including name, title, address, telephone, fax, and email addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party.

2. Name of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and the Federal or State law or the provision of the City procurement procedures, or specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires the City to consider in making its decision.
5. A complete discussion of the basis for the protest, including all supporting facts, documents, or data; and
6. A statement of the specific relief requested.
7. The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced to an appropriate link.

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

All protests must be received Monday through Friday from 8a – 4:30pm (closed at noon on Fridays). Protests should be submitted to:

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

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

### **Timing Requirements and categories of protests**

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

#### **Protests regarding solicitation documents:**

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

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

All bidders/proposers will be notified of the recommended award, upon a determination by JT. This notice will be transmitted to each proposer at the email address contained in its proposal form. Any

proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

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

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

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

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

## **Protest Review**

### **General**

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

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

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

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

#### Effects of Protest on Procurement Action

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

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

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

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

#### Ability to proceed

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

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

#### Summary Dismissal

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

#### Protest Decision

After review of a protest submitted, including information provided by the protestor and other parties, the results of any conferences with the protestor, and the City's own investigation and analysis, the Director of Neighborhood & Community Services shall issue a written decision on the protest.

The decision shall be the final and binding agency action. Except in exceptional circumstances, the decision of the Director of Neighborhood & Community Services will be rendered within 30 days after the date all relevant information is submitted pursuant to the deadlines set forth.

If the protest is upheld, the City 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 City's determinations, or termination of the Contract.

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

### Appeals

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

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

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

## Federal Clauses

### ACCESS TO RECORDS AND REPORTS

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

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

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

### CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

### **Clean Air Act**

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

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### **Federal Water Pollution Control Act**

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

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

## **CIVIL RIGHTS LAWS AND REGULATIONS**

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

### **Federal Equal Employment Opportunity (EEO) Requirements.**

These include, but are not limited to:

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

Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

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

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

**Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

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

### **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

Complies with federal debarment and suspension requirements; and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

### **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### **FLY AMERICA**

Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international

air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

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

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

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

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

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; and Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

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.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain covered telecommunications equipment or services;

Extend or renew a contract to procure or obtain covered telecommunications equipment or services;  
or

Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

Telecommunications or video surveillance services provided by such entities or using such equipment;

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical

support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and 200.471.

### **PROMPT PAYMENT**

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

### **RESTRICTIONS ON LOBBYING**

Conditions on use of funds.

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 any of the following covered Federal actions: 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. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Certification and disclosure.

Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

A subcontract exceeding \$100,000 at any tier under a Federal contract;

A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

### **SAFE OPERATION OF MOTOR VEHICLES**

#### **Seat Belt Use**

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

#### **Distracted Driving**

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

### **SOLID WASTES (RECOVERED MATERIALS)**

A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

The amount of federal assistance FTA has provided for a State Program or Project.

Documents - The State agrees to provide the information required under this provision in the following documents:

applications for federal assistance,  
requests for proposals or solicitations,  
forms,  
notifications,  
press releases,  
other publications.

## **TERMINATION**

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor without cause or when it is in the Agency's best interest. The Contractor shall be paid its actual, reasonable costs, including reasonable contract close-out costs, and reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and immediately (within five business days) dispose of it in the manner Agency directs.

### 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 Agency 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 be paid only 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 Agency 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 Agency, 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.

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) 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 Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified in the Notice of Termination after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

#### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, without cause or when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. [Also, see above Termination for Convenience (General Provision).]

#### 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 Agency may terminate this contract for default. The Agency 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 Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency

### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The contractor certifies that it:

Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

### **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

**TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not: Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect; Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## Appendix A - Forms

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

1. Form A: Proposal Signature Page & Vendor Information
2. Form B: Overall Federal Regulation Compliance
3. Form C: Compliance With Specifications/Scope of Work
4. Form D: Debarment and Suspension Certification
5. Form E: Lobbying Certification
6. Form F: Disadvantaged Business Enterprise (DBE) Certification
7. Form G: Compliance With Appendix B: Policy 4 – Bus Advertising
8. Form H: Acknowledgment of Addenda
9. Form I: Bidder List Data Form
10. Form J: Revenue Proposal

**Form A: Proposal Signature Page & Vendor Information**

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

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Complete Address</b>	
<b>Taxpayer ID Number</b>	
<b>Email</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Authorized Signature</b>	
<b>Date</b>	

**Form B: Overall Federal Regulation Compliance**

NOTE: This form must be returned with proposal response.

**(The City and Bidder/Proposer Certifies)**

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

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

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

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

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Bidder/proposer Representative Signature

Date

--

Printed Bidder/proposer Representative Name and Title

--

Printed Bidder/Proposer/Manufacturer Company

**AND**

--

Janesville Transit Representative Signature

--

Date

--

Janesville Transit Representative Name and Title

**Form C: Compliance With Specifications/Scope Of Work**

NOTE: This form must be returned with proposal response.

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

<b>Compliance with Specifications</b>
---------------------------------------

**(The Bidder/Proposer Certifies)**

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

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

B. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with the specifications in all areas except those where requests for clarification were approved prior to bid submission.

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

## Form D: Debarment And Suspension Certification (Nonprocurement)

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

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

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- Debarred,
- Suspension,
- Proposed for debarment,
- Declared ineligible,
- Voluntarily excluded, or
- Disqualified

Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them 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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

It is 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 the preceding subsection 2.b of this Certification,

It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- Equals or exceeds \$25,000,
- Is for audit services, or,
- Requires the consent of a Federal official, and

It will require that each covered lower tier contractor and subcontractor:

- Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - Debarred from participation in its federally funded Project,
  - Suspended from participation in its federally funded Project,
  - Proposed for debarment from participation in its federally funded Project,
  - Declared ineligible to participate in its federally funded Project,
  - Voluntarily excluded from participation in its federally funded Project, or
  - Disqualified from participation in its federally funded Project, and

It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Form E: Lobbying Certification**

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)*

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify  
**Name & Title of Official**

On behalf of \_\_\_\_\_ that:  
**Name of Proposer/Company**

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. 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.

Signature of Contractor's Authorized Official	Date

Printed Name & Title of Contractor's Authorized Official

## Form F: Disadvantaged Business Enterprise (DBE) Certification

NOTE: This form must be returned with proposal response.

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

### (The Bidder/Proposer and Manufacturer Certifies)

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

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

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

### DBE Approval Certification

### (The Bidder/Proposer and Manufacturer Certifies)

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

Signature of the Bidder/Proposer's Authorized Official

Date

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

**Form G: Compliance With Appendix B: Policy 4 – Bus Advertising**

NOTE: This form must be returned with proposal response.

**Applicability:** This form is included in the procurement package to assure the proposer’s willingness to comply with Janesville Transit Policy #4 – Bus Advertising. **Summary Description:** Proposers must assure Janesville Transit that they will comply with Janesville Transit Policy #4 – Bus Advertising. **What To Do With This Form:** This form should be executed by the bidder/proposer.

**(The Bidder/Proposer Certifies)**

The bidder/proposer hereby certifies that it has read, understands, and will comply with Appendix B: Policy 4 – Bus Advertising issued by Janesville Transit.

The proposer shall submit with their proposal any procedures and/or policies that supplement or exceed the JT advertising policy, if applicable.

The bidder or proposer warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (√ check one):

A. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with Appendix B: Policy 4 – Bus Advertising in all areas. (This means that there are no exceptions, no matter how minor. If you have any doubts, check paragraph C.)

B. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with Appendix B: Policy 4 – Bus Advertising in all areas except those where requests for clarification were approved prior to proposal submission.

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Form H: Acknowledgment Of Addenda (If Necessary)**

NOTE: This form must be returned with proposal response should any addenda be issued.

**ADDENDA**

It is the Vendor’s responsibility to check for issuance of any addenda at the City website or on Vendor Net.

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:**

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Form I: Bidder List Data Form**

Janesville Transit is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. The information provided on this Bidders List Data Form will be used to determine the relative availability of Disadvantaged Business Enterprises (DBEs) and non-DBEs. Janesville Transit's Bidders List is a compilation of bidders, proposers, quoters, subcontractors, and suppliers of materials and services who have submitted bids during the advertising period of a solicitation for services and/or goods. Please provide the following information:

Printed Legal Name of Vendor/Business	
Printed Name & Title of Authorized Signatory/Contact Person	
Age of Business	
Race and Gender of Firm's Majority Owner	
SAM # if your company has one	
Complete Business Address	
Taxpayer ID Number	
Email	
Phone	
Fax	
Business Annual Gross Receipts Circle one.	Less than \$500,000      \$500,000 to \$1,000,000 \$1,000,000 to \$2,000,000      \$2,000,000 to \$5,000,000 More than \$5,000,000
Is this business a certified DBE under the Wisconsin Department of Transportation (WDOT) Unified Certification Program (UCP)?	YES or NO
Provide the <a href="#">NAICS code(s)</a> that best defines your business:	
Will the business subcontract any work, service, and/or materials? ** Circle one.	YES or NO

\*If yes, please have all subcontractor(s) complete their own Bidders List Data Form.

The undersigned hereby declares that the information set forth on this form is current, complete and accurate.

Signature of the Bidder/Proposer's Authorized Official	Date

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

**Form J - Revenue Proposal**

NOTE: This form must be returned with proposal response.

Proposers will use this form to present their monthly revenue proposal for each year of the contract. There are three components to the monthly revenue Proposal: Guaranteed Minimum Monthly Payment or a Percentage of Revenue Share or a combination of both. The proposer shall determine their best offer. Columns for each year (Years 1-5) must be completed.

				Option Year #1	Option Year #2
	Year 1 (6/1/26-5/31/27)	Year 2 (6/1/27-5/31/28)	Year 3 (6/1/28-5/31/29)	Year 4 (6/1/29-5/31/30)	Year 5 (6/1/30-5/31/31)
Guaranteed Minimum Monthly Payment	\$	\$	\$	\$	\$
Percentage of Revenue Share	%	%	%	%	%

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Appendix B: Policy 4 – Bus Advertising**



# JANESVILLE TRANSIT

City of Janesville

## Request for Proposal: Bus Advertising Sales

JT-RFP-2026-2

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**Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide bus advertising sales and make payments of the share of revenue generated from these activities to the City of Janesville.

**General Terms**

These instructions provide detailed technical requirements for the purchase of services related to bus advertising sales for JT. You are requested to make a formal proposal to accomplish the Scope of Services described herein in the form prescribed. Your proposal is to be signed by a duly authorized official(s) of the proposer and shall be submitted to the City in the time and manner described. The City will make no reimbursement for any cost incurred for preparing a proposal or before a formal notice to proceed if awarded a contract.

**Submission Of Proposals**

An emailed proposal shall be received by JT prior to the due date and time listed in the Timeline.

The email subject line shall state: "Proposal for JT-RFP-2026-2". Use of an online file-sharing software (e.g., Microsoft OneDrive; Dropbox) is encouraged to ensure large file sizes do not interfere with receipt. The proposal file format shall be Portable Document Format (PDF).

The proposal shall be emailed to smithr@ci.janesville.wi.us

Submitting a proposal to any email address other than smithr@ci.janesville.wi.us does not constitute receipt of a proposal by JT. It is the Proposer's responsibility to verify that JT has timely received the emailed proposal before the due date and time above. JT is not responsible for late receipt of a proposal, regardless of the reason for the delay. Proof of transmission does not constitute proof of receipt. The Proposer is responsible for confirming that JT has successfully received their emailed proposal and is encouraged to do so due to the strict email filters used at the City of Janesville.

Submission of a proposal shall constitute a firm offer by the proposer to JT for one hundred twenty (120) days from the proposal opening. Once awarded, prices shall remain firm for the duration of the contract. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.

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 JT staff or any employee of JT 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 JT 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.

### **Optional Site Visit**

Proposers may attend an in-person site visit to view a JT bus on display that is eligible for advertising. No questions will be taken at this visit. No other site visits will be scheduled. Proposers are not required to attend the site visit. However, it is the Proposer's responsibility to completely understand the available fleet vehicles and the proposer's responsibilities, in order to facilitate a full understanding of all requirements associated with this RFP's Scope of Services.

Failure to participate in the visit will in no way relieve the successful Proposer from providing all services that may be required to carry out the intent of the resulting contract.

The site visit is scheduled for April 7, 2026 at 10:00 a.m. at the Transit Services Center, 101 Black Bridge Road, Janesville, WI. Proposers are asked to park in the visitor parking section. Attendees are welcome to bring their own ladder and tape measure for use during the site visit, as no equipment will be provided during the site visit. Proposers shall also be advised the site visit will take place outdoors.

### **Clarification & Amendment Process**

A Proposer may submit to the City a written request for an interpretation or clarification of, or addenda to, this RFP.

The City will review and prepare a response to each request made by a proposer pursuant to this section. The responses will be posted on the City’s website and Vendor Net to ensure all interested parties receive the same information.

The City reserves the right to make modifications or addenda to this RFP. If the City determines it is appropriate to revise any portion of this RFP, either at the request of a proposer or upon the City's own initiative, the City will issue, and make available to all prospective proposers, a written addendum setting forth this revision. Proposers shall acknowledge receipt of addenda by written notice thereof returned to the City as a component of the proposal (see Form H). Without acknowledgement of addenda, proposals may not be considered. Where addenda require changes in the work to be performed under the Contract, the date set for receipt of proposals may be postponed by the number of days the City determines are appropriate in order to enable prospective proposers to revise proposals.

The City 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 must be provided in writing pursuant to this section.

Direct questions concerning this Request for Proposals to Rebecca Smith, Transit Director, in writing and submitted via e-mail to [smithr@ci.janesville.wi.us](mailto:smithr@ci.janesville.wi.us) by Friday, April 10, 2026 .

## Timeline

RFP Issued	Tues, Mar 31, 2026
Site Visit Opportunity: 101 Black Bridge Rd Janesville, WI	Tues, Apr 7, 2026 @10am
Deadline for Proposer Questions, Comments, & Requests for Clarification	Fri, Apr 10, 2026
JT Responds to Questions/Addenda	Tues, Apr 14, 2026
Proposal Submittal Deadline	Tues, April 21, 2026 at 12PM Noon
Interviews/Negotiation Period (Anticipated)	Apr 27-30, 2026
Notice of Contract Award (Anticipated)	Tues, May 5, 2026

## Introduction to Janesville Transit

Janesville Transit (JT) is a public transit system owned and operated by the City of Janesville (CoJ) as a division of the CoJ’s local, municipal government. JT provides fixed-route bus service throughout the corporate boundaries of the CoJ with a connecting route to Beloit. JT is operated out of the Transit Services Center located at 101 Black Bridge Road in Janesville, WI 53545 and the public facing hub of JT is the Transfer Center, located at 123 S River Street in downtown Janesville.

JT operates daytime routes Monday through Saturday; weekday evening routes; and Extra Service Routes. Current routes and service area can be found at [www.janesvilletransit.com](http://www.janesvilletransit.com). (Extra Service Routes, or

“tripper routes” are operated during the academic year to assist with the passenger load at our peak times before and after school. The School Transportation page is located here: <https://www.janesvillewi.gov/departments-services/neighborhood-and-community-services/bus-transit-jts/school-transportation>)

JT enjoys community, city administration, and elected body support. JT has provided consistent service levels for decades, with the most significant change being the addition of evening weekday bus services in the calendar year 2000.

JT has participated in exterior bus advertising for 20+ years using a contract advertising vendor approach with positive results. JT only allows advertising wraps on the exterior of the buses; no framed signs or placards may be placed on the exterior of the buses.

### **Ridership Summary**

Annual Fixed Route ridership at JT is the following:

2021 280,298  
2022 345,362  
2023 398,119  
2024 402,208  
2025 366,682

### **Revenue Summary**

JT received the following revenue amounts annually from the contractor:

2021: \$40,555  
2022: \$28,393  
2023: \$53,555  
2024: \$37,437  
2025: \$43,875

JT receives a 50% revenue share from the current advertising sales contract and a guaranteed monthly payment minimum of about \$2,900.

### **Fleet Summary**

Below is the fleet of buses Janesville Transit will have available for bus advertising at the start of the new contract. JT expects the fleet to remain as described for the duration of the contract.

<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Series</b>	<b>Length</b>	<b>Quantity</b>
Gillig	Low Floor	2019	450s (450-455)	35 FT.	6
Gillig	Low Floor	2020	460s (460 – 468)	35 FT.	9
Gillig	Low Floor	2022	470s (470 – 471)	35 FT.	2
Gillig	Low Floor	Fall 2026	480	40 FT.	1

Note: In October 2026 the fleet size will increase to 18 buses, with the acceptance of a 40’ bus.

### **Spares**

JT reserves two buses as spares, serving as replacement buses in support of the entire fleet.

## Bus Assignments

JT predominantly maintains the 450 series of Gillig Buses on Extra Service Routes/Tripper routes. The buses assigned to these routes rotate on a cyclical schedule to ensure assignment to all tripper routes and areas of Janesville. All 450 series buses are assigned daytime, evening or spare routes as needed.

JT maintains the 460 and 470 buses on daytime, evening and spare assignments. The buses assigned to these routes rotate on a cyclical schedule to ensure assignment to all routes and areas of Janesville. All 460 and 470 series buses are assigned tripper routes, as needed.

## Service Hours

Monday – Friday      6:15 AM – 10:15 PM  
Saturday              8:45 AM – 6:15 PM

## Weekdays, including Tripper Service

Number of Buses	Time	Hours	Service
12	AM Peak	6:45AM – 8:15AM	Fixed Route Service with Tripper Service
7	Midday	6:15AM- 6:45AM & 8:15AM – 3:00PM	Fixed Route Service
14	PM Peak	3PM – 4:30PM	Fixed Route Service with Tripper Service
7	Late Afternoon	4:30PM – 6:15PM	Fixed Route Service
3	Evening	6:15PM – 10:15PM	Deviated Route Service

## Saturday Service

6	Weekend	8:45AM – 6:15PM	Fixed Route Service
---	---------	-----------------	---------------------

No service is provided on the following holidays: New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas.

The seven daytime route buses currently operate 86.75 hours and 1,258 miles each weekday; and 60 hours and 809 miles on Saturdays. The three evening routes total 12.75 hours of operation and 171 miles each weekday. Extra Service/Tripper routes total 16.50 hours of operation and 165 miles each school day. We expect the daily hours and mileage to remain consistent during the contract.

## Scope Of Services

Janesville Transit is seeking a contractor to sell advertisements on the exterior and interior of the City’s buses and provide payment to the City for a portion of the revenue generated from these activities. The Contractor shall be responsible for collecting and retaining all money and compensation paid or agreed to be paid by third parties for any and all advertising on the City buses. Upon execution of this contract, the Contractor may begin bus advertising sales activities for the City including selling of ad space that will be available on or after approximately June 1, 2026.

In addition to providing the service of bus advertising sales and collections of the revenue from those activities, the Contractor will also be responsible for the following:

- Setting of Rates and Executing Ad Contracts

- Monthly Payments
- Recordkeeping
- Transition for Existing Advertisers
- Design, Creation, Installation, Maintenance & Removal of Bus Ad Signs
- Compliance with All Applicable Governmental Regulations
- Marketing & New Sales Ventures
- Unused Space
- Termination/Expiration of Contract

### **Setting of Rates and Executing Ad Contracts**

The Contractor will have the right to set the rates for advertising on the buses and the length of contracts. The Contractor will be responsible for executing all bus ad contracts with advertisers. The Contractor will be the sole contact for all advertisers.

### **Monthly Payments**

The Contractor will be required to pay the City the amount agreed upon. There are three components to the monthly payments. The proposer shall identify that amount in Form J, "Revenue Proposal", whether there will be a minimum amount per month per year, or a percentage of the gross monthly receipts from the sale/rental of space, or a combination of guaranteed and percentage of gross monthly receipts. No guaranteed minimums or percentage of gross monthly receipts minimums are expressed in this Request for Proposal.

Payments must be made by the 30th of the month following the month of which the guarantee is based. Payments shall be made to the following address:

Janesville Transit  
 Attention: Rebecca Smith, Transit Director  
 101 Black Bridge Rd  
 Janesville, WI 53545

### **Reporting/Recordkeeping**

The Contractor will be required to submit a monthly report to the City that will include detail by advertiser of the following:

- Name of Advertiser
- Number and Size of Signs with Associated Bus Number(s)
- Duration of Contract
- Gross Billings and Net Collections
- Total Gross Billings and Net Collections per Month

The successful Proposer shall maintain records of all transactions and make such records (including all advertising contracts) available to JT within a reasonable amount of time upon written notification.

### **Design, Creation, Installation, Maintenance & Removal of Bus Ad Signs**

The contractor is required to design, create, install, maintain and remove all advertisements from the Janesville Transit bus fleet. The Contractor is solely responsible for all labor and expense of creation, application, and removal of each advertisement. It shall be the responsibility of the Contractor to ensure

that all advertisements are maintained in a neat and proper condition. The City at its sole option may direct the Contractor to repair or replace ads that are worn or damaged and the Contractor will be responsible for all costs associated with these repairs.

All exterior advertising shall be constructed of direct application exterior vinyl of a high quality (ex. 3M or Avery). The materials used must be easy to apply and remove, be durable, and readable. The Contractor is permitted to set ad sizes but is encouraged to use industry standard-sized ads where applicable. Custom-sized ads are also acceptable and there is no cap on the number of full or partial bus wraps sold. JT encourages creative products to maximize revenue generated. JT is open to exploring options for interior bus advertisement material but requires paper signs to be laminated for durability.

All advertisements and other items affixed to or in the City's buses by the Contractor shall not interfere with the normal operation, safety, or routine maintenance of said buses. Full and partial bus wraps with ad material that covers bus windows must be designed to not inhibit the driver's ability to view vehicle and/or pedestrian traffic, and to allow passengers to see outside of the bus. No wrap ad material shall be placed upon or forward of the front entrance door or in the window panel directly behind the front entrance door. If covered by a created ad, the bus numbers at the front, sides, and rear shall be included in the design in comparable size and placement to ensure visibility. If covered by a created ad, the sign "Right Turn in Front of Stopped Bus is Illegal" on the rear of the bus shall be included in the design in comparable size and placement to ensure visibility.

The contractor must comply with all policies when at the Transit Services Center, 101 Black Bridge Road, Janesville. Installation and removal of advertising signs performed at the Transit Services Center must be completed between the hours of 7 am to 8 pm Monday – Friday. Changes to these hours may occur upon approval of the Maintenance Supervisor. Installation and removal may occur at an offsite location at the discretion of the Transit Director.

The Contractor must maintain a record of all advertising posted and removed by bus number.

If any damage occurs to the bus as a result of installation, maintenance or removal of an advertisement, the Contractor will be responsible for restoring the buses to their original condition, including repainting and reapplying of any signs or equipment damaged, etc. if necessary. If any advertisement is damaged for any reason, including but not limited to accident, vandalism, or routine washing, the Contractor shall be responsible for all labor and expense in performing touch-ups or repairs. The City and/or its agents, insurance carriers, etc. may assist the Contractor in attempts to recover the cost of replacement/repairs to ad signs caused by other parties.

### **Coordination**

The Contractor shall coordinate the approval of new ads with the Transit Director and the installation or removal of ads with the Transit Maintenance Supervisor. Coordination shall typically be completed via email and 48 hours' notice shall be given when requesting installation or removal dates and times.

### **Compliance with All Applicable Governmental Regulations**

The Contractor must agree to post ads that conform to the City policy regarding the appropriateness of advertising graphics and content as well as the total ban on tobacco product, and political advertising. A copy of the City's policy on transit advertising is available in Appendix B. The Contractor must also comply with all other applicable local, state, and federal regulations.

## **Marketing & New Advertising Sales Ventures**

The Contractor will be responsible for marketing the sale of advertisements on the City's buses. The City will assist in providing information on the City of Janesville website regarding bus advertising with the information provided by the Contractor. In addition, the Contractor should provide the City with the contact information for the Contractor's ad sales staff that transit staff can direct interested advertisers to contact.

The Contractor also may propose additional sales ventures for consideration during the contract (Ex. ads at the Downtown Transfer Center, on service vehicles, on fare media, digital advertisements, etc.).

## **Unused Space**

The City reserves the right to use any unused bus ad space for advertisements for Janesville Transit. All costs associated with the creation, installation, and removal of these ads shall be paid to the Contractor by the City. The Contractor is under no obligation to maintain any amount of ad space for the City and the use of the space would be only as available.

## **Transitioning of Existing Advertisers**

The newly awarded contractor will be responsible for handling the transition of all existing transit advertisers having contracts with the current Bus Advertising Contractor (if different) and will assume all active transit advertising contracts held by the current contract on the starting date.

## **Termination/Expiration of Contract Regarding Continuity of Advertising Services**

Upon termination of the Contractor for any reason or upon the expiration of this Agreement, the Contractor agrees that it will furnish to the City, for the City's use or delivery to a successor Contractor, a list of all advertisers which were under contract immediately prior to the termination or expiration, including with respect to each such advertiser: (i). its name,. (ii). the principal contact at the advertiser for purposes of negotiating an advertising contract, (iii). its address, phone number, and email and, if different, the address, phone number, and email of the principal contact. Along with this list, the Contractor shall provide to the City, to the extent not previously provided, a copy of the most recent contract between each identified advertiser and the Contractor.

## **Proposal Content**

The following information must be contained in your response to this solicitation:

### **Experience**

**Maximum of 2 pages:** Describe in detail your experience in and knowledge of the transit bus advertising business. This description should include a brief history of the company, a description of the ownership structure and legal status of the organization, and, name of the Chief Executive Officer. Contractors should describe their involvement with media advertising, such as exterior advertising, electronic displays, billboards, mobile, etc. Provide the total number of transit properties served by your firm for each of the following years: 2023, 2024 and 2025 and detail how many new accounts were added each year. In addition, provide the total number of expired or terminated contracts each of these years. Provide the name, email address, and telephone number of at least three client references. The City of Janesville reserves the right to contact any other references it finds on its own.

### **Personnel**

**Maximum of 2 pages:** Provide a detailed resume for the key personnel proposed to work on this account including sales, management, and installation staff. Identify who the main sales contact for this contract will be and their experience in the Janesville market. Please indicate what, if any, duties will be subcontracted and provide the name of the firm and how long your firm has had a relationship with the subcontractor.

### **Financial Data**

The City wishes to work with companies that display sound financial strength, judgment, and capability.

### **Management Methodologies/Procedures**

**Maximum 5 pages:** Provide a narrative describing management tools, procedures, philosophy, and practices used by your firm to conduct the type of activity required by this contract including the following:

- A detailed marketing plan with quantifiable objectives that are supported by action-oriented strategies and guidelines that will help the City evaluate the firm's potential performance. The Contractor must consider and show that it understands what factors are involved in the Janesville market and what strategies will be used to maximize revenue. Proposals should include what the standard size ads will be and where on the buses the ads will be located. Explain what, if any, custom-sized ads will be offered. Examples of previous advertisements showing the extent of creativity of your firm and maximization of revenue generation is encouraged.
- Provide a detailed transition plan for existing advertisers. The transition plan should contain the process the contractor will take to assume the existing transit advertising contracts from the previous vendor as well as a list of tasks and data the contractor expects from the Transit Commission.
- Description of how your firm works through the entire ad development process from creative design, production, and installation. Describe how your firm accounts for the structure of the bus in the ad design and production. Detail the installation and removal process including scheduling buses and what measures are taken to not harm the bus during installation or removal of signage. Describe the materials used for the exterior and interior ads and why those materials are chosen.

### **Certifications & Forms**

Sign and date certifications and forms as required. See Appendix A of this document.

### **Evaluation Criteria**

A committee consisting of Janesville Transit staff will evaluate proposals. The following criteria will be used by the committee in evaluating written proposals:

- Revenue [50%]
- Experience of firm and assigned sales representative [30%]
- Management Methodologies [20%]
- Certifications [Disqualification if not complete]

## Interviews

Interviews may be required of selected finalists at their expense. However, the Evaluation Committee may, at its sole discretion, recommend an award without discussion or negotiation with any proposer based on the proposals submitted, or it may choose to negotiate with all firms and individuals that it determines to have a reasonable chance of being selected based on the above-listed evaluation criteria. Respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and revenue standpoint.

## Contract

Following the selection of a firm or individual (hereinafter Contractor), a written contract will be executed by the Contractor and the City of Janesville, incorporating the terms and conditions of this RFP; the proposer's response to the RFP; and the City of Janesville standard terms and conditions.

## Term

This agreement shall be for three years from June 1, 2026 with two additional option years.

## Financial Assistance Contracts

The contract let under this solicitation is subject to a financial assistance contract between the City of Janesville, the U.S. Department of Transportation, Federal Transit Administration (FTA), and the Wisconsin Department of Transportation (WISDOT). The Contractor is required to comply with all terms and conditions prescribed for third party Contractors as prescribed in current grant contracts between the City of Janesville and FTA and WISDOT.

## Insurance

Specifically, without limitation, the contract will contain the following provisions regarding insurance:

Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during Contractor's performance of its obligations under this contract:

- A. Worker Compensation and Employer's Liability Insurance – Statutory worker compensation benefits and employer's liability insurance with limits not less than statutory requirements. The Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
- B. Commercial General Liability Insurance – Policy shall be written to provide coverage for, but not limited to, the following: (1) premises and operations (2) personal injury (3) blanket contractual (4) independent contractor coverage. Limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- C. Automobile Liability Insurance – Business automobile policy covering all owned, hired, and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$1,000,000.
- D. Umbrella Liability Insurance – Coverage to be in addition to employer's liability, general liability, and automobile liability insurance required above. Limit of liability not less than \$1,000,000.

All policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement naming the City, their respective boards, commissions, agencies, officers, employees, and representatives as additional insureds, and Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin.

Upon the execution of the contract, the Contractor shall deliver a certificate of insurance to the City showing that all requirements of this section are met. Failure to submit an insurance certificate, as required, can make the Contract voidable at the City's discretion. Additionally, the Contractor shall not allow any subcontractor to commence work until the insurance certificates, where applicable, have been obtained from the subcontractor.

### **Indemnification**

Contractor shall indemnify and hold the City harmless from any and all third party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Contractor's performance of its obligations under this contract, including court costs and actual attorney fees.

### **Prohibited Provisions**

The contract shall not include the following:

Limitation or Disclaimer of Liability - The contract will not include any provision whereby the Contractor attempts to disclaim or limit liability for damages other than consequential or incidental damages. Direct and special damages for Contractor's breach of the contract or warranties, or Contractor's negligence, will not be limited or disclaimed.

Choice of Law, Jurisdiction, or Venue - The contract will not include any provision providing that (1) the law of any state other than Wisconsin shall apply to the construction of the contract, (2) lawsuits arising from the contract must be brought in any court other than Wisconsin Circuit Court for Rock County, or (3) that the City is subject to personal jurisdiction in any state other than Wisconsin.

Arbitration - The contract will not include any provision requiring disputes arising from it to be submitted to arbitration.

### **Protest Procedures**

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

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

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

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

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

1. Identity of the contact person for the protestor, including name, title, address, telephone, fax, and email addresses. If the contact point is a third party representing the protestor, the same information must be provided, plus a statement defining the relationship between the protestor and the third party.

2. Name of the procurement solicitation.
3. A detailed statement of the grounds for the protest, including all relevant facts and the Federal or State law or the provision of the City procurement procedures, or specific term of the solicitation alleged to have been violated.
4. Any relevant supporting documentation the protesting party desires the City to consider in making its decision.
5. A complete discussion of the basis for the protest, including all supporting facts, documents, or data; and
6. A statement of the specific relief requested.
7. The protestor is solely responsible for the completeness and validity of the information provided. Any documents relevant to the protest should be attached to the written submission. Documents which are readily available on the internet may be referenced to an appropriate link.

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

All protests must be received Monday through Friday from 8a – 4:30pm (closed at noon on Fridays). Protests should be submitted to:

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

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

### **Timing Requirements and categories of protests**

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

#### **Protests regarding solicitation documents:**

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

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

All bidders/proposers will be notified of the recommended award, upon a determination by JT. This notice will be transmitted to each proposer at the email address contained in its proposal form. Any

proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

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

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

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

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

## **Protest Review**

### **General**

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

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

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

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

#### Effects of Protest on Procurement Action

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

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

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

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

#### Ability to proceed

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

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

#### Summary Dismissal

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

#### Protest Decision

After review of a protest submitted, including information provided by the protestor and other parties, the results of any conferences with the protestor, and the City's own investigation and analysis, the Director of Neighborhood & Community Services shall issue a written decision on the protest.

The decision shall be the final and binding agency action. Except in exceptional circumstances, the decision of the Director of Neighborhood & Community Services will be rendered within 30 days after the date all relevant information is submitted pursuant to the deadlines set forth.

If the protest is upheld, the City 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 City's determinations, or termination of the Contract.

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

### Appeals

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

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

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

## Federal Clauses

### ACCESS TO RECORDS AND REPORTS

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

**Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

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

### CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

## **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

### **Clean Air Act**

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

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

### **Federal Water Pollution Control Act**

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

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

## **CIVIL RIGHTS LAWS AND REGULATIONS**

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, “49 C.F. R. Part 21 and any implementing requirement FTA may issue.

### **Federal Equal Employment Opportunity (EEO) Requirements.**

These include, but are not limited to:

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

Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

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

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

**Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

**Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

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

### **DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

Complies with federal debarment and suspension requirements; and Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 CFR Part 1200.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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

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

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

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

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

### **DOMESTIC PREFERENCES FOR PROCUREMENTS**

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

For purposes of this section:

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR 184.

### **ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### **FLY AMERICA**

Definitions. As used in this clause—

- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
- 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
- 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international

air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

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

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

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS**

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

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

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

## **PATENT RIGHTS AND RIGHTS IN DATA**

### Intellectual Property Rights

This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the Agency intellectual property access and licenses deemed necessary for the work performed under this Contract and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT.

The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Contract and shall, at a minimum, include the following restrictions:

Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution.

For purposes of this Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under the Contract, whether or not a copyright has been obtained; and Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.

Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.

The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

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.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain covered telecommunications equipment or services;

Extend or renew a contract to procure or obtain covered telecommunications equipment or services;  
or

Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

Telecommunications or video surveillance services provided by such entities or using such equipment;

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical

support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and 200.471.

### **PROMPT PAYMENT**

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

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. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

### **RESTRICTIONS ON LOBBYING**

Conditions on use of funds.

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence 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 any of the following covered Federal actions: 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. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence 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 that loan insurance or guarantee.

Certification and disclosure.

Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or

An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

A Federal contract, grant, or cooperative agreement exceeding \$100,000; or

A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

A subcontract exceeding \$100,000 at any tier under a Federal contract;

A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;

A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,

A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

### **SAFE OPERATION OF MOTOR VEHICLES**

#### **Seat Belt Use**

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

#### **Distracted Driving**

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

### **SOLID WASTES (RECOVERED MATERIALS)**

A Recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## **SPECIAL NOTIFICATION REQUIREMENTS FOR STATES**

Applies to States –

To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:

The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;

The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and

The amount of federal assistance FTA has provided for a State Program or Project.

Documents - The State agrees to provide the information required under this provision in the following documents:

applications for federal assistance,  
requests for proposals or solicitations,  
forms,  
notifications,  
press releases,  
other publications.

## **TERMINATION**

### Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor without cause or when it is in the Agency's best interest. The Contractor shall be paid its actual, reasonable costs, including reasonable contract close-out costs, and reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and immediately (within five business days) dispose of it in the manner Agency directs.

### 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 Agency 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 be paid only 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 Agency 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 Agency, 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.

### Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) 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 Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time period specified in the Notice of Termination after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency 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 Agency from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

#### Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

#### Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, without cause or when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. [Also, see above Termination for Convenience (General Provision).]

#### 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 Agency may terminate this contract for default. The Agency 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 Agency.

#### Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the

rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

#### Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

#### Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. 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 Agency

### Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **CONFORMANCE WITH ITS NATIONAL ARCHITECTURE**

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

### **FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS**

The contractor certifies that it:

Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

### **SEVERABILITY**

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

**TRAFFICKING IN PERSONS**

The contractor agrees that it and its employees that participate in the Recipient's Award, may not: Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect; Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

## Appendix A - Forms

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

1. Form A: Proposal Signature Page & Vendor Information
2. Form B: Overall Federal Regulation Compliance
3. Form C: Compliance With Specifications/Scope of Work
4. Form D: Debarment and Suspension Certification
5. Form E: Lobbying Certification
6. Form F: Disadvantaged Business Enterprise (DBE) Certification
7. Form G: Compliance With Appendix B: Policy 4 – Bus Advertising
8. Form H: Acknowledgment of Addenda
9. Form I: Bidder List Data Form
10. Form J: Revenue Proposal

**Form A: Proposal Signature Page & Vendor Information**

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

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Complete Address</b>	
<b>Taxpayer ID Number</b>	
<b>Email</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Authorized Signature</b>	
<b>Date</b>	

**Form B: Overall Federal Regulation Compliance**

NOTE: This form must be returned with proposal response.

**(The City and Bidder/Proposer Certifies)**

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

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

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

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

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Bidder/proposer Representative Signature

Date

--

Printed Bidder/proposer Representative Name and Title

--

Printed Bidder/Proposer/Manufacturer Company

**AND**

--

Janesville Transit Representative Signature

--

Date

--

Janesville Transit Representative Name and Title

**Form C: Compliance With Specifications/Scope Of Work**

NOTE: This form must be returned with proposal response.

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

<b>Compliance with Specifications</b>
---------------------------------------

**(The Bidder/Proposer Certifies)**

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

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

B. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with the specifications in all areas except those where requests for clarification were approved prior to bid submission.

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

## Form D: Debarment And Suspension Certification (Nonprocurement)

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

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

**Instructions for Certification:** Signing below indicates the prospective lower tier participant is providing the signed certification.

It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,

To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:

Are eligible to participate in covered transactions of any Federal department or agency and are not presently:

- Debarred,
- Suspension,
- Proposed for debarment,
- Declared ineligible,
- Voluntarily excluded, or
- Disqualified

Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them 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 of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,

It is 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 the preceding subsection 2.b of this Certification,

It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,

If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:

- Equals or exceeds \$25,000,
- Is for audit services, or,
- Requires the consent of a Federal official, and

It will require that each covered lower tier contractor and subcontractor:

- Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
- Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
  - Debarred from participation in its federally funded Project,
  - Suspended from participation in its federally funded Project,
  - Proposed for debarment from participation in its federally funded Project,
  - Declared ineligible to participate in its federally funded Project,
  - Voluntarily excluded from participation in its federally funded Project, or
  - Disqualified from participation in its federally funded Project, and

It will provide a written explanation as indicated on a page attached in FTA’s TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

**Certification**

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Form E: Lobbying Certification**

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)*

**CERTIFICATION AND RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify  
**Name & Title of Official**

On behalf of \_\_\_\_\_ that:  
**Name of Proposer/Company**

- 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 any agency, a Member of Congress, and 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.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the 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.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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. 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.

Signature of Contractor's Authorized Official	Date

Printed Name & Title of Contractor's Authorized Official

## Form F: Disadvantaged Business Enterprise (DBE) Certification

NOTE: This form must be returned with proposal response.

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

### (The Bidder/Proposer and Manufacturer Certifies)

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

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

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

### DBE Approval Certification

### (The Bidder/Proposer and Manufacturer Certifies)

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

Signature of the Bidder/Proposer's Authorized Official

Date

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

**Form G: Compliance With Appendix B: Policy 4 – Bus Advertising**

NOTE: This form must be returned with proposal response.

**Applicability:** This form is included in the procurement package to assure the proposer’s willingness to comply with Janesville Transit Policy #4 – Bus Advertising. **Summary Description:** Proposers must assure Janesville Transit that they will comply with Janesville Transit Policy #4 – Bus Advertising. **What To Do With This Form:** This form should be executed by the bidder/proposer.

**(The Bidder/Proposer Certifies)**

The bidder/proposer hereby certifies that it has read, understands, and will comply with Appendix B: Policy 4 – Bus Advertising issued by Janesville Transit.

The proposer shall submit with their proposal any procedures and/or policies that supplement or exceed the JT advertising policy, if applicable.

The bidder or proposer warrants and certifies that of the following three paragraphs, paragraph A or B or C is true (√ check one):

A. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with Appendix B: Policy 4 – Bus Advertising in all areas. (This means that there are no exceptions, no matter how minor. If you have any doubts, check paragraph C.)

B. \_\_\_\_\_ The bidder/proposer hereby states that it will comply with Appendix B: Policy 4 – Bus Advertising in all areas except those where requests for clarification were approved prior to proposal submission.

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Form H: Acknowledgment Of Addenda (If Necessary)**

NOTE: This form must be returned with proposal response should any addenda be issued.

**ADDENDA**

It is the Vendor’s responsibility to check for issuance of any addenda at the City website or on Vendor Net.

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:**

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Form I: Bidder List Data Form**

Janesville Transit is required pursuant to 49 CFR Part 26(c) to create and maintain a comprehensive Bidders List. The information provided on this Bidders List Data Form will be used to determine the relative availability of Disadvantaged Business Enterprises (DBEs) and non-DBEs. Janesville Transit's Bidders List is a compilation of bidders, proposers, quoters, subcontractors, and suppliers of materials and services who have submitted bids during the advertising period of a solicitation for services and/or goods. Please provide the following information:

Printed Legal Name of Vendor/Business	
Printed Name & Title of Authorized Signatory/Contact Person	
Age of Business	
Race and Gender of Firm's Majority Owner	
SAM # if your company has one	
Complete Business Address	
Taxpayer ID Number	
Email	
Phone	
Fax	
Business Annual Gross Receipts Circle one.	Less than \$500,000      \$500,000 to \$1,000,000 \$1,000,000 to \$2,000,000      \$2,000,000 to \$5,000,000 More than \$5,000,000
Is this business a certified DBE under the Wisconsin Department of Transportation (WDOT) Unified Certification Program (UCP)?	YES or NO
Provide the <a href="#">NAICS code(s)</a> that best defines your business:	
Will the business subcontract any work, service, and/or materials? ** Circle one.	YES or NO

\*If yes, please have all subcontractor(s) complete their own Bidders List Data Form.

The undersigned hereby declares that the information set forth on this form is current, complete and accurate.

Signature of the Bidder/Proposer's Authorized Official	Date

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

**Form J - Revenue Proposal**

NOTE: This form must be returned with proposal response.

Proposers will use this form to present their monthly revenue proposal for each year of the contract. There are three components to the monthly revenue Proposal: Guaranteed Minimum Monthly Payment or a Percentage of Revenue Share or a combination of both. The proposer shall determine their best offer. Columns for each year (Years 1-5) must be completed.

				Option Year #1	Option Year #2
	Year 1 (6/1/26-5/31/27)	Year 2 (6/1/27-5/31/28)	Year 3 (6/1/28-5/31/29)	Year 4 (6/1/29-5/31/30)	Year 5 (6/1/30-5/31/31)
Guaranteed Minimum Monthly Payment	\$	\$	\$	\$	\$
Percentage of Revenue Share	%	%	%	%	%

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

<b>Printed Legal Name of Vendor</b>	
<b>Printed Name of Authorized Signatory</b>	
<b>Printed Title of Authorized Signatory</b>	
<b>Signature</b>	
<b>Date</b>	

**Appendix B: Policy 4 – Bus Advertising**

Janesville Transit Policy #4

Policy: Bus Advertising

Date Issued: 3-1-2021

Effective Date: 3-1-2021

**Purpose**

The purpose of this policy is to outline the rules concerning interior and exterior bus advertising.

**Background**

JT enjoys a robust bus advertising program and requires the contracted bus advertiser to follow the regulations below.

A. The following types of advertisements will not be permitted:

1. Advertising that is unlawful, obscene or indecent, or contains explicit messages or graphic representations pertaining to sexual contact, or contains an offensive level of sexual overtone, innuendo, or double entendre.
2. Advertising of contraceptive products or hygiene products of an intimately personal nature.
3. Advertising of products or services with sexual overtones such as massage parlors, escort services, or establishments featuring X-rated or pornographic movies.
4. Advertising containing foul or offensive language.
5. Advertising that is harmful to children or is of a nature to frighten children, either emotionally or physically.
  - a. The term "harmful to children" means language or pictures that (i) describe or depict sexual contact, or nudity; (ii) make use of foul language; (iii) describe or depict violent physical torture, destruction, or death of a human being; or (iv) describe or depict criminal activity in a way that tends to glorify or glamorize the activity and that, with respect to children under the age of 18, has a tendency to corrupt.
  - b. The term "of a nature to frighten children, either emotionally or physically" means language or pictures that describe or depict violent or brutal activities, whether such violence or brutality was intended or not, in a manner that causes children under the age of 18 physical or emotional distress or fear for his personal safety or for the safety of others.
6. Advertising supporting or opposing a candidate or political issue.
7. Advertising of alcohol, tobacco or vaping products, or firearms.

B. For all advertising that is not prohibited, the Transit Director must approve the advertiser's proposed design, layout and format of the advertisement prior to installation.