

INVITATION FOR BIDS (IFB)

For

ONE – FOUR (4) COLUMN HEAVY-DUTY VEHICLE MOBILE LIFT

Notice # 29-17

Issued by

KENOSHA AREA TRANSIT

Bids must be submitted and time-stamped

no later than 2:30 P.M.

on Thursday January 11, 2018

LATE BIDS WILL BE REJECTED

Public Opening: Thursday January 11, 2017 at 2:30 P.M.

City of Kenosha

Finance Department

625-52nd Street, Kenosha, WI. 53140, Room 208

**For further information regarding the Invitation for Bid,
contact Jonathan Luellen, Kenosha Area Transit Maintenance Supervisor at
262-653-4296**

Issued: Tuesday December 19, 2017

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1.0 General Information.

1.1 Introduction.

The purpose of this document is to provide interested parties with the information to enable them to prepare and to submit a bid for the provision and installation of One (1) Four (4) Column Heavy-Duty Vehicle Mobile Lift for the Kenosha Area Transit's Maintenance Garage. This project is funded, whole or in part by dollars available to the CITY by the Federal Transportation Administration (FTA). Therefore, federal standard terms and conditions govern certain acquisitions and contracts for goods / services. Any questions concerning expected product and its components attained from this procurement should be directed to Jonathan Luellen, Kenosha Area Transit Maintenance Supervisor at (262) 653i-4296. Questions and inquiries regarding the procurement, should be directed to Mark Willing, Purchasing Manager, City of Kenosha at 262-653-4180.

1.2 Definitions.

The following definitions are used throughout the IFB:

“AGENCY” means Kenosha Area Transit.

“BIDDER” means a firm or individual submitting a bid.

“CITY” means the City of Kenosha.

“FTA” means the Federal Transit Administration.

“STATE” means the State of Wisconsin.

“VENDOR” means the successful BIDDER.

1.3 Project Scope.

1.3.1 Project Description.

It is the intent of this procurement to secure a quantity of One, Four (4) Column Heavy-Duty Mobile Lift including all necessary components, parts and accessories, in order to make it functional, to be equipped with all requisite safety features, provided operation manuals and all applicable warranties and warranty options.

Reference to the attached minimum specifications of this desired unit is available in Appendix I. AGENCY may elect to procure any option, or not to procure any option that is not a guaranteed and requisite component of this procurement.

1.3.2 General Responsibilities of AGENCY.

The Project Manager shall be Jonathan Luellen and he will act as the AGENCY's contact for project issues and coordination with selected BIDDER, approval of invoices and payments for services rendered, the review of products, scheduling of meetings, and all other necessary managerial tasks for this project. He can be contacted at (262) 653-4296.

1.4 Clarification and / or Revisions of this IFB.

Revisions to this Invitation for Bid will be made only by an official written amendment issued by the Purchasing Manager.

1.5 Calendar of Events.

Listed below are specific and estimated dates related to this Invitation for Bid. The actions with specific dates must be completed as indicated unless otherwise changed by the CITY. In the event that the CITY finds it necessary to change any of the specific dates and times, it will do so by issuing addenda to this IFB. Failure by the CITY to issue addenda providing notice to this schedule will not invalidate the selection process.

DATE	EVENT
December 19, 2017	IFB Issuance Date
January 11, 2018	Bids due on or before 2:30 P.M.
January 18, 2018	Decision /Selection of BIDDER

1.6 Project Term.

The project shall be effective on the date indicated on the purchase order and shall run through the satisfactory completion of the project.

Bids received shall include all related costs to achieve the existence and functionality of the mobile lift. The bid shall include but not be limited to all equipment and components, materials, and all requisite supervision and labor in order to install and guarantee a fully functional mobile lift.

All items, features or services not specifically mentioned here or in the specifications, which are integral or normally provided, shall be furnished by the BIDDER at the stated price and shall meet all conformance requirements to that usually provided by the standardized practices of the industry.

2.0 PREPARING AND SUBMITTING A BID.

2.1 General Instructions.

The evaluation and selection of the successful BIDDER will be based on the information submitted. Failure to respond to each of the requirements in the IFB may be the basis for rejecting a bid.

BIDDERS must be an authorized dealer of the requisite equipment. Failure to provide documentation that a BIDDER is authorized to sell such equipment may be grounds to reject the bid.

BIDDERS must furnish a minimum of two (2) customer references and evidence of their expertise in providing and installing mobile lifts that are specified here.

2.2 Incurred Costs.

CITY is not liable for any cost incurred by potential BIDDERS in responding to this IFB.

2.3 Submission of Bid.

All bids must include the following:

2.3.1 Completed and signed Bid Form, complete in every respect including:

Firm's Name and Address submitting the bid and contacts for principals of the firm.

2.3.2 Total Cost for Project with requisite components, accessories, manuals, etc.

2.3.3 Itemized List of Costs per attached Specification Form (Appendix I).

2.3.4 Customer references.

2.3.5 Manufacturer warranties and warranties on workmanship.

2.3.6 Documentation proving evidence of insurance coverage.

2.3.7 Signed debarment form.

2.3.8 Instructions for Bid Submittal

.1 Bid shall be addressed as shown, bearing the bidders name and address and clearly marked as follows:

Notice # 29-17
One, Four (4) Column Heavy-Duty Mobile Lift

.2 All bids are to be submitted to the CITY'S Finance Department:

U.S. Mail, UPS, FED EX, or personally delivered to:

Finance Department
City of Kenosha
625 52nd Street, Room 208
Kenosha, WI 53140

.3 Bids must be received on or before 2:30 P.M., January 11, 2018. All bids must receive a time stamp on or before 2:30 P.M. Bids received at 2:31 P.M. or later will not be accepted.

.4 CITY does not accept bids that are e-mailed, faxed or through any other electronic communication means.

3.0 Firm Selection and Award of Project..

3.1 Award and Final Offer(s).

Award will be granted to the lowest responsive BIDDER.

3.2 Right to Reject Qualifications and Negotiate Project Terms.

CITY reserves the right to reject any and all bids, and reserves the right to negotiate the terms of the project, including the award amount, with the selected BIDDER prior to issuance of a Purchase Order.

3.3 Proposal Form Instructions.

3.3.1 Forms and all other requisite documentation must be completed in every respect and signed.

3.3.2 Non-Responsiveness. Bid forms missing or not completed fully in every respect will be considered as non-responsive.

4.0 Substantial Completion.

BIDDER shall indicate on bid form, the proposed number of calendar days it will take for the substantial completion of the project. Timely completion of the project is of the essence and CITY reserves the right to reject any bid that has a completion date that is deemed unreasonable by CITY.

5.0 Insurances.

Proof of Insurance from a company licensed to do business in the State of Wisconsin and having a minimum AM Best Financial Strength Rating of "A" or better with the following limits:

a. Commercial General Liability

\$1,000,000.00 Each Occurrence
\$2,000,000.00 Aggregate

b. Worker's Compensation: Statutory Limits

Employer's Liability
\$100,000.00 Each Accident
\$100,000.00 Disease, Each Employee
\$500,000.00 Disease, Policy Limit

c. Umbrella Liability

\$ 2,000,000.00 over the primary insurance coverage listed above.

d. Certificate of Insurance

The insurance coverage listed above shall be verified by a Certificate of Insurance issued to the City of Kenosha as Certificate Holder and shall provide that should any of the described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty days written notice to the Certificate Holder.

e. Additional Insured

The CITY shall be named as an additional insured with respect to coverage.

f. Insurance Compliance. Each of the insurance limits listed above must be met. CITY reserves the right to reject any bid which does not meet each of the insurance limits listed above.

6.0 Notice of CITY Protest Policy.

6.1 Chapter VII, Section 1.b of the FTA Circular 4220.1F addresses protests where federal funds are involved. The FTA will only review protests regarding the alleged failure of the grantee (CITY) to follow established protest procedures as set forth in the CITY's Purchasing Policies and

Procedures, or by failure of the grantee to adhere to Federal law or regulation. A protesting firm must exhaust all administrative remedies defined in these policies and procedures prior to pursuing any protest with the FTA Region V Office, Chicago, IL. CITY shall give timely notification to the FTA when a third-party procurement protest occurs and shall keep the FTA informed of the status of such protest.

INVITATION FOR BIDS (IFB)

For

ONE – FOUR (4) COLUMN HEAVY-DUTY VEHICLE MOBILE LIFT

BID FORM

No. 29-17

Please provide detailed Firm-Fixed Price cost information in the spaces provided below, and any other incidental or additional costs required to complete the specification requirements.

Item Description	Unit QTY.	Total Cost
<u>Four (4) Column Mobile Lift</u>	1	\$ _____

Confirm prices and calculations before submitting bid. CITY will not be responsible for BIDDER miscalculations and errors.

Firm's Name / Address: _____

Name/ Cell / Telephone Number of Authorized Firm Representative:

Authorized Firm Representative's Signature

Attach additional sheets if necessary. Include the cost of the Lift on this form only.

LIFT MANUFACTURER OFFERED: _____

MODEL OFFERED: _____

Detailed manufacturer specifications must be included with the bid.

Estimated Completion Time: _____ days from receipt of purchase order.

Please state in specific terms the warranty provisions on the unit that was bid.

Please list all exceptions to the CITY'S bid requirements. Only itemized exemptions will be evaluated and considered. CITY shall be the sole determiner in the decision if stated exemption(s) are cost or operationally advantageous.

Section, Title, Line #, Page Number: _____

Exemption Description: _____

State
Alternative: _____

Section, Title, Line #, Page Number: _____

Exemption Description: _____

State
Alternative: _____

Section, Title, Line #, Page Number: _____

Exemption Description: _____

State Alternative: _____

Use additional pages if required.

Manufacturers Literature Included: ____ Yes ____ No

BIDDERS Acknowledgment of Terms and Conditions:

Signature below verifies that BIDDER has read, understands, and agrees to the conditions contained herein and the applicable Standard Terms and Conditions that are identified in Appendix II.

BIDDER agrees to comply with all applicable Federal and State Occupational Safety and Health Act, laws, standards and regulations, and that BIDDER will indemnify and hold CITY and AGENCY harmless for any failure to conform.

Printed Name of Authorized Representative:

Authorized Person's Signature:

Date

APPENDIX I

CITY OF KENOSHA
KENOSHA AREA TRANSIT MINIMUM SPECIFICATIONS
ONE (1) NEW FOUR (4) COLUMN MOBILE LIFT

1.0 GENERAL:

- 1.1 INTENT: It is the intent of this specification to describe the minimum requirements for (1) one, new four (4) column mobile lift to be purchased by the CITY for AGENCY. All parts, items, or features not specifically mentioned, which are necessary or which are regularly furnished in order to provide a complete and functional unit, shall be furnished and delivered by the successful VENDOR at the bid price stated and shall conform in strength, quality of material and workmanship to that usually provided by standard industry practices.
- 1.2 Unit shall be delivered fully assembled and functional, equipped with all requisite components and safety features.
- 1.3 It is intended that the manufacturer uses materials and design that are in compliance with industry best practices. All components shall conform in strength, material quality and workmanship recognized by industry standards and the unit should have the capability to withstand unusual strain and use.
- 1.4 All equipment and components listed in the Manufacturer's literature as standard for the unit bid shall be furnished regardless if such items are not detailed herein.
- 1.5 Unit, features and components shall comply with all applicable Federal Safety Standards, as well as applicable standards from OSHA, EPA, ASME and ANSI. Noise level shall be in conformance with established and applicable federal, state and local standards.
- 1.6 CITY reserves the option to request the BIDDERS to provide a "test " demonstration and evaluation for the AGENCY'S Maintenance Staff. This unit shall be provided at no cost to CITY, if such request by AGENCY is made.
- 1.7 CITY shall be the sole judge of the quality, construction, and suitability of the equipment, accessories and components offered in its determination of the VENDOR.

2.0 MANUFACTURER'S WARRANTY :

- 2.1 CITY is obligated to purchase equipment which will give service over a long life. The VENDOR shall furnish the CITY with the same warranty as offered to fleet customers and shall agree to replace and install without charge, within the warranty period, any defective parts or any parts not suitable for the service intended. All warranty work shall begin by the VENDOR within seventy-two (72) hours of notification by the CITY, and be completed in a timely manner. The warranty period shall begin when item is placed into service by AGENCY.

- 2.2 VENDOR shall warrant the complete unit front to back from defective parts and workmanship for a minimum of two (2) years, from the date the equipment is placed into service. The warranty shall cover, but is not limited to, motors, power supply, electronic components, dealer-installed accessories and all other related components. The warranty shall cover fully all parts and labor without deductibles within that time frame.
- 2.3 VENDOR shall be responsible for all transportation charges during the full warranty period for any required repairs to the unit. The term "transportation" shall mean the physical hauling of the unit by the agent of the VENDOR to an authorized repair facility. This includes the pickup of the unit at the designated CITY facility, delivering to the authorized repair facility and the return of the unit to a designated CITY facility.
- 2.4 VENDOR shall supply the CITY with written authorization for any warranty work performed by CITY personnel, which has been verbally agreed upon. The written authorization shall include both the labor and parts reimbursement agreement which shall be either faxed, electronically mailed or sent by First Class US Mail. The CITY will invoice the VENDOR for all authorized warranty work performed by CITY personnel.
- 2.5 A detailed copy of the Basic Warranty policies outlining the terms and conditions for the complete unit shall be included with the bid. The warranty terms shall be clearly stated and must include all provisions of the warranty along with the start and expiration dates.

3.0 SERVICE FACILITIES:

In order to ensure that the CITY will be able to efficiently maintain and repair the equipment purchased, the VENDOR shall operate a centralized or satellite single source service facility capable of performing all repairs associated with the proposed equipment. This CITY-approved facility shall be located within seventy five (75) miles of AGENCY the shop shall be stocked with common replacement and higher wear parts. The VENDOR shall provide the name, address and telephone number of the single source service provider, and the person to contact for required service.

4.0 AWARD AUTHORITY:

CITY shall be the sole judge of the quality, construction and suitability of the equipment being offered in the determination of the VENDOR.

5.0 DESCRIPTION OF EQUIPMENT:

A bid shall be considered only if the BIDDER clearly shows without a doubt that they are proposing regularly manufactured equipment; tried; proven; and in current use. A list of users with (3) three or more like machines equipped with similar options shall be furnished upon the request of the CITY. PRINTED LITERATURE DESCRIBING THE PARTICULAR EQUIPMENT, INCLUDING COMPONENTS AND ACCESSORIES (make, model and manufacturer's rating(s)) SHALL BE INCLUDED WITH THE BID.

5.1 The BIDDER shall propose the latest model of equipment manufactured by the concern of which they represent. Equipment shall be new and unused. Factory rebuilt equipment or demonstration units are not acceptable.

6.0 TECHNICAL REQUIREMENTS:

The four (4) column mobile lift shall be listed as the manufacturer's most current model, new and unused, Special attention to major components and all specified critical capabilities shall be mandatory.

- 6.1 Unit shall have acme screw and safety nut assembly with automatic grease cartridge for screw lubrication.
- 6.2 Unit shall have a rated capacity of 16,000 lbs. or a 64,000 lbs. as a set of four.
- 6.3 Unit shall have one primary column and three secondary columns, wire connected with the ability to set them up in any sequence.
- 6.4 Unit shall be up-gradable to Six (6) columns without modification.
- 6.5 Unit shall have to be able to operate a primary pair independent of other columns in the set.
- 6.6 Unit shall have a minimum lifting height from floor to the bottom of the lifting cradle and at a height of at least 70”.
- 6.7 Unit shall have a height not to exceed 100”.
- 6.8 Unit shall have a weight of each column that will not exceed 950 lbs.
- 6.9 In the event of failure, the unit will not rely on an independent backup mechanism to hold the load.
- 6.10 Unit shall accept the tire size R 20.00 to R 24.00 with adapters to accommodate outside diameter of 28” to 35”. Adjustable forks are not acceptable.
- 6.11 Unit shall have single mast design for maneuverability.
- 6.12 Unit shall comply with OSHA, UL-201, ANSI, and ALI standards.
- 6.13 Unit motor and gearbox will be mounted on the top of the column with reset type thermal overload protection.
- 6.14 Unit shall have a hydraulic “dead man” jack for maneuvering the column.
- 6.15 Unit shall have a jack that will autocratically lower ensuring the base of the column is on the ground prior to the vehicle being raised.
- 6.16 Unit shall have a rear wheel that is non-loading and provide at least 200 degree steering.
- 6.17 Unit shall have a power disconnect switch “instant trip design”.
- 6.18 Unit shall have an emergency stop button that is easily accessible.
- 6.19 Unit shall not be energized when linking cable is not connected.
- 6.20 Unit will not operate if the incoming three phase supply is not in the correct rotation.
- 6.22 Unit shall automatically stop when an obstruction prevents the proper down motion.
- 6.23 Unit shall have an automatic leveling system with no more then 1” height differential.
- 6.24 “Dead man” up and down buttons requiring constant pressure while in operation.
- 6.25 Unit shall have periodic maintenance and required annual OSHA recommended inspection.
- 6.26 Unit shall be supplied with the listed manuals below.

7.0 SERVICE AND OPERATION MANUALS.

A list of manuals shall be provided with the bid.

- 7.1 One (1) parts and Service/Technical Repair Manual and two Operator Manuals for the unit shall be provided at the time of delivery. Complete printed literature, publications, and photo of the unit shall be included with bid.

8.0 DELIVERY REQUIREMENTS.

Delivery of unit shall be made to AGENCY, 4303 - 39 th Avenue, Kenosha, Wisconsin after all "pre-delivery" services have been performed. BIDDER shall indicate on their bid the number of days from award of contract to the unit's delivery to AGENCY.

9.0 TRAINING.

- 9.1 OSHA user level training shall be provided.
- 9.2 Repair training shall be provided.

END OF SPECIFICATIONS

APPENDIX II

STANDARD TERMS AND CONDITIONS

This contract is partially funded by dollars made available to the CITY by FTA. Therefore, the following standard terms and conditions shall govern the contract for services to be executed under this procurement.

A. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

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

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

B. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.6. ENERGY CONSERVATION REQUIREMENTS
42 U.S.C. 6321 et seq. 49 CFR Part 18

(4). 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.

C. ACCESS TO RECORDS AND REPORTS

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

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

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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

D. FEDERAL CHANGES 49 CFR Part 18

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

E. CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000 42 U.S.C. § 6102, 42 U.S.C. § 12112 42 U.S.C. § 12132, 49 U.S.C. § 5332 29 CFR Part 1630, 41 CFR Parts 60 et seq. (applicable to all contracts greater than \$10,000)

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

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

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

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

of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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

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

F. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS FTA Circular 4220.1F

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

G. ENERGY CONSERVATION **42 U.S.C. 6321 et seq. 49 CFR Part 18**

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

H. TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1F

a. Termination for Convenience The City of Kenosha may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Kenosha to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Kenosha, the Contractor will account for the same and dispose of it in the manner the City of Kenosha directs.

b. Termination for Default 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 City of Kenosha may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor

setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Kenosha 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 City of Kenosha, 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.

c. Opportunity to Cure The City of Kenosha in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 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 the City of Kenosha's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor or written notice from the City of Kenosha setting forth the nature of said breach or default, the City of Kenosha 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 City of Kenosha from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

f. Termination for Default If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Kenosha may terminate this contract for default. The City of Kenosha 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 issues for the convenience of the City of Kenosha.

I. DEBARMENT AND SUSPENSION

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

J. CARGO PREFERENCE

46 U.S.C. 124146 CFR Part 381 (for any property transported by Ocean Vessel)

Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, when ever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each

shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill of lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

K. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City of Kenosha's overall goal for Kenosha Area Transit DBE participation is 10% for 2017. This goal is revised annually using the FTA procedures and will change in future years. A separate contract goal has not been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Kenosha deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Kenosha. In addition, the contractor may not hold retainage from its subcontractors.

e. The contractor must promptly notify the City of Kenosha, 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 City of Kenosha.

L. AMERICANS WITH DISABILITIES ACT (ADA)

Access Requirements for Persons with Disabilities The recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In

addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (US. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment of the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (10) Any implementing requirements FTA may issue.

ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

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

STATE AND LOCAL LAW DISCLAIMER.

The language of the federal clauses contained herein may need to be modified depending on state law.

APPENDIX III

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part 98 of the July 1, 1993 Code of Federal Regulations (pages 537-555).

(Before Completing Certification, Read Attached Instructions

Which Are an Integral Part of the Certification)

1. The prospective lower tier participant certifies, by submission of this proposal, to the City of Kenosha, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, to the City of Kenosha, such prospective participant shall attach an explanation to this bid.

Name and Title of Authorized Representative

Signature

Date

Company/Organization Name

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term "covered transaction," "debarred," "suspended", "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal, proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.