

**** All present are expected to conduct themselves in accordance with the City's Core Values ****



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation or sub-unit thereof.

Notice is hereby given that the TRANSIT COMMISSION of the City of Wausau, Wisconsin will hold a regular meeting as shown below.

Meeting of the: **TRANSIT COMMISSION**
Date/Time: Wednesday July 12th, 2023 @ 5:30pm
Location: City Hall Common Council Chambers (1st floor), 407 Grant Street, Wausau
Members: Becky McElhaney(C), Carol Lukens, Gary Gisselman, Kathi Zoern, Kyle Turner

AGENDA ITEMS

1. Call Meeting to Order
2. Approval of Minutes – May 18th, 2023
3. Discussion and Possible Action on Awarding Contract to Purchase Seven-Passenger Van
4. Discussion and Possible Action on Awarding Contract to Purchase Heavy-Duty Service Truck Equipped with Snowplow and Salter
5. Discussion and Possible Action on Acceptance of Fleet Transfer of Three 40-foot Gillig Buses from the Duluth Transit Authority
6. Transit Director's Report
 - FY 23 Buses and Facilities Grant and Future Capital Funding
 - Introductions
 - Staffing Update
 - Fleet Update
7. Adjournment

Members of the public may view the meeting live on cable TV Channel 981 or over the internet on the City of Wausau's YouTube Channel at <https://tinyurl.com/WausauCityCouncil>. A video recording of the meeting will be made available in its entirety at <https://tinyurl.com/WausauCityCouncil> following the meeting. Any person wishing to offer public comment who does not appear in person to do so, may e-mail matthew.rosenbloomjones@ci.wausau.wi.us with "Transit Commission public comment" in the subject line prior to the meeting start. All public comment, either by e-mail or in person, will be limited to items on the agenda at this time. Messages related to agenda items that are received prior to the start of the meeting will be provided to the chairperson.

This notice was posted at City Hall and emailed to the Wausau Daily Herald and City Pages on July 5, 2023. Questions regarding this agenda may be directed to: Matthew Rosenbloom-Jones, Transit Director at 715-842-9287 or matthew.rosenbloomjones@ci.wausau.wi.us.

In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please contact **Matthew Rosenbloom-Jones, Transit Director at 715-842-9287 or matthew.rosenbloomjones@ci.wausau.wi.us** or the **City's ADA Coordinator at (715) 261-6620 or clerk@ci.wausau.wi.us** at least 48 hours prior to the scheduled meeting or event to request an accommodation.

Interpreter services are available free of charge upon reasonable notice.

Yog koj hais rau peb paub ua ntej, peb muaj neeg tuaj txhais lus pab dawb rau koj

TRANSIT COMMISSION MINUTES

Date and Time: The Transit Commission met on Thursday, May 18, 2023 at 4:45pm at Wausau City Hall, 407 Grant St., Wausau, WI

Members Present: Becky McElhaney, Gary Gisselman, Kathi Zoern, Carol Lukens, Kyle Turner

Members Excused: N/A

Also Present: Matthew Rosenbloom-Jones (Metro Ride), William Harris (Hmong American Center), Tim Bishop (ATU Local 1168), Lance Mueller (CPZ), Dave Mack (CPZ).

In accordance with Chapter 19 of the Wisconsin Statutes, notice of this meeting was posted and sent to the Wausau Daily Herald in the proper manner. The meeting was called to order at 4:45 pm by Becky McElhaney after noting a quorum was present.

Opened to Public Comment

William Harris : 316 ½ N 3rd St, Apt C, Wausau, WI 54401. William is the Hmong American Center Advocate – he is asking action to provide special service for Wausau Hmong Festival. He explained how the culture and tradition have a positive impact through the festival on the community. He continued to explain past success and impactful economic benefits. Also asking for changes and support in technology.

Approval of Minutes

Gisselman moved to approve the minutes of the 3/23/2023 meeting. Zoern seconded the motion. Motion passed unanimously.

Discussion of possible action on approval for Wausau Hmong Festival

Rosenbloom-Jones shared that Metro Ride has done this since 2017 except for 2020 and 2022 – service would be starting at 6 a.m. the first Saturday of the event running until 11:30 p.m. followed by Sunday 6 a.m. to 9:30 p.m. Volunteers to drive will be taken followed by forcing drivers in opposite order of seniority. Typically, 65 hours driver time for this event. July 28th-July29th are dates for this year. Question was raised on operator availability by Gisselman and Rosenbloom-Jones stated much better shape this year than last. McElhaney questioned routes

and if that has been addressed with local police/fire rescue. Rosenbloom-Jones confirmed Hmong American Center will handle parking – Rosenbloom-Jones will start coordination with proper channels upon approval and will be present days of festival to ensure issues are resolved quickly.

Gisselman motioned to approve. Seconded by Lukens. Motion approved unanimously.

Discussion of possible action on approval of service requests for Wausau school district summer learning program

Rosenbloom-Jones states Wausau East High is the host location this year. Not on typical service route currently – looking for approved action to allow transit route to go there with a 7:45 a.m. drop off time and a pick up of 1 p.m. or later Monday – Thursday for 6 weeks.

Motion to approve by Turner. Seconded by Lukens. Motion passed unanimously.

Presentation/Discussion of possible action on approval of authorization to develop an RFP for on board technology/CAD/AVL consultant

Presentation by Rosenbloom-Jones on suite of technology products on and off the vehicle – would be funded with 1.2 million dollars of ARPA funding unspent – an application is in process and review has been expedited. He proposed a role of consultant to help with process in lieu of dedicating IT staff. They would help develop specification and RFP that holds the vendor accountable as well as implementation and installation of system.

Based on questions asked it was determined: Mobile and electronic fare collection is a component and essentially part of the long term plan. It was confirmed that \$75,000 for consultant will come out of the ARPA funds for the project as a whole. Vendor will provide future support with input from CCIT as well.

Motion by Turner to accept. Seconded by Lukens. Motion passed unanimously.

Transit Directors Report

We are in good position with operator staffing. Part-time recruitment to start shortly. Mechanic recruitment still ongoing, extremely competitive market. Interview for Utility worker is completed and extending offer soon. Interviews for Admin Specialist position starting – good response on applicants.

Fleet - 4, 29 ft buses that were used from Kenosha area at end of life – significant failures. Working to find replacements from other transit facilities. A settlement was reached on the damaged bus from serious crash from fall 2022 and check will pay for 4-5 used buses. A grant was submitted in April for FTA buses and facilities program to replace 7 of our older 35 ft buses with brand new diesel buses. Rosenbloom-Jones and Newman met with legislature on Transit day – they spoke about capital needs, vehicle and aging garage, no cat walks. Spoke on local transportation option for agreements to operate outside municipal boundaries. Rosenbloom-Jones also spoke at joint finance committee in Minocqua. Continuing his outreach in the community to understand needs for transit.

Shelter materials arrived in the spring – will be built and put in some time this summer. It was proposed a dedication should be done when they are ready and Rosenbloom-Jones concurred.

At 5:29 p.m. Zoern moved to adjourn the meeting. Lukens seconded the motion. Meeting adjourned at 5:29 p.m.

Respectfully Submitted,

Becky McElhaney, Chair of Transit Commission

ys



420 Plumer Street
Wausau, WI 54403
Phone: 715-842-9287
TDD 715-843-6827
Fax: 715-842-1541
<http://metroride@ci.wausau.wi.us>

MEMO

To: Transit Commission Members
From: Matthew Rosenbloom-Jones, Transit Director
Subject: Background Information for Select Agenda Items
Date: July 5, 2023

This memo is intended to provide background information for select agenda items. If you have any questions regarding the agenda or if you are unable to attend the meeting, please contact me.

Awarding of Contract to Purchase Seven Passenger Van

Sealed bids for the purchase of a seven-passenger van will be opened at the Board of Public Works on Tuesday, July 11th. The source of funds for the vehicle is Section 5307 federal formula funding that was awarded in FY 2020. A prior solicitation for bids in fall of 2022 yielded no responses due to the tight vehicle market. During this time prices for vans have continued to rise at a rate outpacing inflation, and a budget modification to cover any difference between the existing funding and bid responses is on the agenda for the Finance Committee and City Council meetings for July 11th. The vehicle being replaced with the new van is a 2005 Dodge Caravan that has exceeded useful life.

Awarding of Contract to Purchase Heavy-Duty Service Truck Equipped with Snowplow and Salter

Sealed bids for the purchase of a heavy-duty service truck equipped with a snowplow and salter will be opened at the Board of Public Works on Tuesday, July 11th. The source of funds for the vehicle is Section 5307 federal formula funding that was awarded in FY 2020. A prior solicitation for bids in fall of 2022 yielded no responses due to the tight vehicle market. Prices of heavy-duty truck chassis have dramatically increased over the last few years, and while there is evidence that chassis prices may be stabilizing a budget modification is required to cover any difference between the allocated funding and the bid responses. A budget modification is on the agenda for the Finance Committee and City Council meetings for July 11th, 2023. The vehicle being replaced is a 1997 Ford F450 Super Duty that is no longer able to be used due to a compromised frame. It is currently scheduled to be disposed of as scrap. It is believed that this vehicle is the oldest vehicle the City owns.

Acceptance of Transfer of Three 40-Foot Gillig Diesel Buses to Metro Ride from the Duluth Transit Authority

On June 28th 2023, the board of the Duluth Transit Authority passed a resolution to transfer three 40-foot Gillig buses to Metro Ride. All three buses were manufactured in 2009 and have less than

400,000 miles on them. Staff from Metro Ride inspected the vehicles and believes them to be in remarkable condition for their age, and they are mechanically the same as our existing family of 2009 buses, so parts availability and technical knowledge will not be a problem. In conjunction with our recent purchase of two 2008 Gillig buses from the City of Waukesha, these buses will replace our four 2004 29 foot buses that can no longer pass inspection and bus #905 which was damaged beyond repair in a collision in August of 2022. According to FTA regulation 5010.1E, approval by the Transit Commission is required to receive the buses. After approval from the Commission, final approval from the FTA may be needed.

Director's Report

Report on FY23 Buses & Facilities Grant and Future Capital Funding - The Bus and Facilities Grant Program has been the sole source of federal funding for Metro Ride vehicle replacement and an 80% federal 20% split. Local funding has been programmed in future Capital Improvement Programs for two bus replacements, one in FY24 and another in FY26. This is a competitive grant program, and awards are dependent on the strength of our grant application. This year, Metro Ride was unsuccessful in obtaining the federal share for FY24. Out of 1,300 buses funded nationally, the FTA only funded two heavy-duty diesel buses, which is the vehicle type Metro Ride operates. At this point, it is to be assumed that diesel buses are no longer competitive enough to be funded through this grant, as the FTA appears to only be funding hybrid and battery-electric buses. For Metro Ride this poses significant challenges. In the immediate term it means keeping older, dirtier buses on the road for longer, that will cost more to maintain. Procuring hybrid or battery-electric buses will mean a greater dollar value in local share, as the total cost of these vehicles is more expensive. Furthermore, the Metro Ride can only support diesel and gasoline vehicles due to a number of design and infrastructure factors. My intent is aggressively search for and apply for funding opportunities to begin the process of evaluating the feasibility of retrofitting the existing garage to modernize it for newer fuel types, or determine if a new facility is needed. The first funding opportunity I am hoping to take advantage of is the 5304 Statewide Transit Planning grant from the Wisconsin Department of Transportation to conduct the previously mentioned feasibility study. This is a 80% state and 20% local split and the local share will be discussed at the Finance Committee and City Council meetings on July 11th.

Introductions – Metro Ride is excited to welcome Yvonne Scheffler to the team our new administrative assistant! Also, Megan Newman is now the Deputy Director, after the role of Transit Operations Manager has been successfully reclassified. Please congratulate both Yvonne and Megan on their new roles!

Staffing – Metro Ride is currently recruiting for a mechanic and a utility worker. We are fully staffed for full-time bus operators, and there are pending offers for two of our part-time operator positions. Recruitment for a mechanic continues to be a challenge due to strong competition in the labor market.

Fleet Update – Metro Ride has recently acquired two 2008 35-foot Gillig buses from the City of Waukesha, and dependent on approval of the FTA and the Commission will be acquiring three 2009 40-foot Gillig buses from the Duluth Transit Authority. These buses will serve as a one for one replacement of four 29-foot 2004 Gilligs purchased used from Kenosha and bus #905 which was damaged beyond repair in a collision last August. The purchase of the Waukesha buses as well as repairs and modifications to all of the acquired vehicles are funded with the insurance settlement from bus #905.

CITY OF WAUSAU / METRO RIDE

INVITATION FOR BIDS

7-PASSENGER VAN

June 2023



420 Plumer Street
Wausau, WI 54403
Phone 715-842-9287
Fax 715-842-1541

**OFFICIAL NOTICE TO BIDDERS
7-PASSENGER VAN
FOR THE CITY OF WAUSAU/METRO RIDE**

Notice is hereby given by the City of Wausau/Metro Ride that it will receive bids for the purchase a 7-passenger van to be used by Metro Ride.

Bids will be accepted **until 4:00 P.M. on Monday, July 10th 2023**. Bids should be delivered to Metro Ride, 420 Plumer Street, Wausau, WI 54403. Bids will be opened at 10:00 A.M. on Tuesday, July 11th 2023 by the City of Wausau Board of Public Works.

To request procurement specifications and bid forms, contact Matthew Rosenbloom-Jones at matthew.rosenbloomjones@ci.wausau.wi.us or call 715-842-9287 during normal business hours. All bids submitted must be furnished in accordance with those specifications.

All bids and accompanying certifications must be written on the blanks prepared by the undersigned for that purpose. The type of equipment bid upon shall be indicated on the exterior of the envelope when submitted as follows: **"Bid for 7-Passenger Van"**.

The City of Wausau/Metro Ride will award this procurement to the bidder that submits the lowest bid in accordance with all requirements set forth in the bid specification. The City of Wausau reserves the right to reject any and all bids and to waive any technical deficiencies in the proposals.

Matthew Rosenbloom-Jones
Transit Director
City of Wausau/Metro Ride

**BID PACKAGE CONTENTS
7-PASSENGER VAN
FOR METRO RIDE**

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SECTION 5	ATTACHMENTS
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	2. Certification of Eligibility
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	4. Affidavit of Organization and Authority
	5. Contractor Certification - Compliance with FTA Requirements
	6. Bid Submission Checklist

SECTION 1 GENERAL INSTRUCTIONS TO OFFERERS

These instructions provide the contractual and technical requirements of the City of Wausau/Metro Ride for the purchase of a 7-passenger van, including all required equipment and services.

A. General

“Purchaser”, “City of Wausau”, “the City”, “Metro Ride”, or “Grantee” are synonymous and mean the City of Wausau/Metro Ride. The words “Bid”, “Offer”, “Contract Proposal”, and “Proposal” are synonymous and it is understood that once the City of Wausau accepts the same, the document will constitute the contract contemplated by the instructions. The words “Offeror”, “Proposer” and “Bidder” are synonymous, as are “Contractor” and “Manufacturer”.

This solicitation does not commit Metro Ride to award a contract, pay any costs incurred in preparation of proposals, or to procure or contract for services or equipment.

Metro Ride reserves the right to accept or reject any or all proposals submitted, in whole or in part, to waive any informalities or technicalities which at Metro Ride’s discretion are determined to be in the best interests of Metro Ride. Further, Metro Ride makes no representations that a contract will be awarded to any offeror responding to this request.

Metro Ride reserves the right to postpone due dates and opening for its own convenience and to withdraw this solicitation at any time without prior notice.

B. Contract Bid

Metro Ride has prepared and attached to these instructions the required forms for this bid. The bid and all other accompanying documents or materials submitted by the proposer will be deemed to constitute the complete bid.

C. Proposal Requirements

This document is intended to indicate the minimum requirements for the preparation and submission of bids. The entire bid must comply with the format described. The proposer must submit in his or her response a complete, detailed description of the materials and labor in the proposer’s estimate, the optimum vehicle which has been set forth in this document.

D. Vendor Questions

All vendor questions should be submitted in writing to Matthew Rosenbloom-Jones, Transit Director, 420 Plumer Street, Wausau, WI 54403 or matthew.rosenbloomjones@ci.wausau.wi.us.

E. Price Proposal

All proposers are required to identify the proposed manufacturer and model and to indicate the proposed delivery time on the attached price proposal form. Failure to do so may cause the bid to be considered not responsive. The price quoted will not change for a period of 30 days, beginning from the date of the bid opening.

F. Tax Exemption

The City of Wausau/Metro Ride is exempt from the payment of Federal Excise Tax and State Sales Tax. Taxes shall not be included in bid prices. Per Wisconsin Statute 77.54(92), a Wisconsin governmental unit is not required to have a tax exempt number. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are not or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the proposer's bid and which, by terms of the tax law, may be passed directly to the cities, will be paid by the Cities.

G. Price Inclusion

The price to be quoted in any bid submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture and delivery of equipment pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in the specifications.

H. Authorization of Proposals

If the proposal is made by an individual doing business under a fictitious name, the proposal shall so state. If the proposal is made by a co-partnership, the full names and addresses of all members and the address of the co-partnership shall be given, and the proposal shall be signed for all members by one member thereof. If the proposal is made by a corporation, it shall be signed in the corporation's name by an authorized officer, and the corporate seal shall be affixed thereto. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be given, and the proposal shall be signed by each venturer.

I. Pollution

All equipment sold to Metro Ride must meet the Standards of the Federal, State, and local governments concerning safety, air and noise pollution. If it is determined by Metro Ride that such standards are not met, the contractor agrees to bear all costs required to meet the minimum standards as stated above for the equipment furnished under this bid.

J. Regulatory Compliance

The proposer represents and warrants that the equipment furnished hereunder, including all labels, packages, and container for said equipment, complies with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations, as applicable, including the Occupational Safety and Health Act, as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. The Proposer shall furnish "Material Safety Data Sheets" whenever applicable.

K. Descriptive Literature

Proposals must be accompanied by a comprehensive description of the Proposer's product as detailed herein. Failure of the descriptive literature to show that the equipment proposed conforms to the specifications and other requirements of this invitation will result in rejection of the proposal. Additionally, failure to submit the descriptive literature will result in rejection of proposals. No advantage shall be taken by the Proposer or Manufacturer in the omission of any part or detail which is required to make the product complete and ready for service, even though such part is not mentioned in this specification.

L. Conditional Proposals

Conditional proposals, or those taking unapproved exceptions to the specifications within their proposal, may be considered non-responsive and rejected.

M. Proposal Acceptance

Each proposal is to be submitted with the understanding that the acceptance in writing by Metro Ride of the offer to furnish the equipment described therein shall constitute a contract between the proposer and Metro Ride which shall bind the proposer on its part to furnish and deliver at the prices given and in accordance with the terms and conditions of said acceptance proposals and these instructions. The contract shall be considered as made in Wisconsin, and the construction and enforcement of it shall be in accordance with the laws of the State of Wisconsin.

N. Method of Award

Award shall be made on the basis of the lowest total cost from a responsive, responsible bidder, who meets the specifications. Timeliness of delivery may be considered when making this award. Award is anticipated to be made as soon as possible following review of the bid documents and governing board approval of decision.

In determining the successful bidder, evaluation will be based on the following criteria:

- Cost – proposals shall be reviewed on competitiveness of cost.
- Responsiveness – proposals shall be reviewed on fulfillment of requirements established in the IFB. This includes meeting or exceeding minimum specifications. This

also includes all other requirements pertaining to the bid schedule and bid forms.

- Responsibility – proposals shall be reviewed on a bidder’s demonstrated ability to provide all products and services specified in this IFB.

O. Bid Protest Procedures

Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An "interested party" must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

Protests should be made as soon as possible but no later than five (5) working days following Metro Ride’s announcement of intent to award. The protest must contain a detailed statement of the grounds for protest and any supporting documentation.

All protests must be submitted in writing to: Matthew Rosenbloom-Jones, Transit Director, 420 Plumer Street, Wausau, WI 54403.

If the protester wishes to appeal the Transit Directors' decision, the matter will be forwarded to the City of Wausau Transit Commission for review. The recommendation of the Transit Commission will be forwarded to the City of Wausau Common Council for ultimate local disposition.

When the protest involves a procurement funded by the Federal Transit Administration (FTA), Metro Ride will disclose information related to the protest to the FTA and keep them informed about the status of the protest. The FTA role is limited to considering matters that are “primarily of Federal concern.”

P. Proposed Schedule

The following schedule provides information on events and deadlines for this bid.

IFB Issued	June 9 th 2023
Bid Submittal Deadline	July 10 th , 2023
Bid Opening – Board of Public Works	July 11 th , 2023

SECTION 2 GENERAL SPECIFICATIONS

A. Intent and Performance

The following specifications are intended to serve as general guidelines to obtain quotations on comparable equipment. It shall be the responsibility of the supplier to fully comply with these minimum specifications. The bid information shall be itemized in detail all standard and accessory equipment.

B. Standards

Where minimum standards or performance criteria are set forth, no compromise of these standards or performance criteria will be considered. Where specific standards are not mentioned, the bidder will be expected to incorporate equipment consistent with reliability and performance elsewhere specified.

All equipment provided under this contract shall be of latest design and current manufacture. It is the intent to procure the latest products offered by the bidder. Proposals offering used or demonstrator models will not be acceptable.

All equipment and materials shall be the best of their respective kinds and free of corrosion, scratches or such other defects.

In all cases, the bidder is to be the manufacturer or a factory authorized dealer of the proposed equipment.

SECTION 3 TECHNICAL SPECIFICATIONS

The following is a list of features which must be provided in order to meet the minimum requirements of these specifications. This is not intended to be an all-inclusive list. The vendor shall provide a bid for a completely operational unit, and the inadvertent omission in these specifications or in the vendor's reply of an essential item required for normal operation shall not alleviate the contractor's responsibility to provide that item. Failure to meet minimum specification requirements shall disqualify a bid. No advantage shall be taken by the manufacturer in the omission of any parts or details which are required to make the equipment complete and ready for service, even though such parts or details are not mentioned in these specifications. If no bidder is able to comply with a given specification or condition of bid, Metro Ride reserves the right to delete that specification or condition of bid.

3.01 Functional

- Minimum 2.0 liter Engine
- Front Wheel Drive or All Wheel Drive
- Automatic Transmission
- Power Steering
- Speed Control
- Air Conditioning
- Intermittent Windshield Wipers
- Rear Window Defogger
- Rear Wiper
- Power Windows
- Power Locks

3.02 Exterior

- Rear Sliding Passenger Doors
- Color - Vendors Must List Available Colors

3.03 Safety

- 4-Wheel Anti-Lock Brake System
- Air Bags - Driver and Front Passenger

3.04 Interior

- 7 Passenger Seating
- AM/FM Radio with Clock
- Floor Mats Throughout – (driver, passenger, and cargo areas)

3.05 Other Features

- Spare Tire
- Complete Parts Manual
- Complete Service Manual

Warranty - Vendor Shall Outline in Detail the Manufactures Warranty

SECTION 4 FEDERAL AND STATE REQUIREMENTS

4.01 No Obligation by the Federal Government

- a. Metro Ride 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 Metro Ride, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. 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.

4.02 Program Fraud and False or Fraudulent Statements or Related Acts.

- a. 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.
- b. 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.
- c. 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.

4.03 Access to Records

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide Metro Ride, 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.
- b. 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.
- c. 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).
- d. FTA does not require the inclusion of these requirements in subcontracts.

4.04 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 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.

4.05 Termination

1. Termination for Convenience - Metro Ride 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 Metro Ride to be paid the Contractor. If the Contractor

has any property in its possession belonging to Metro Ride, the Contractor will account for the same, and dispose of it in the manner Metro Ride directs.

2. Termination for Default [Breach or Cause] - If 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, Metro Ride 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 Metro Ride 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, Metro Ride, 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.

3. Opportunity to Cure - If Metro Ride, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 Metro Ride's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Metro Ride setting forth the nature of said breach or default, Metro Ride 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 Metro Ride from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

4.06 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.

4.07 Disadvantaged Business Enterprise Provision (DBE)

The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all contracts and sub-agreements supported with federal assistance from the U.S. DOT.

4.08 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 City of Wausau/Metro Ride requests which would cause the City of Wausau/Metro Ride to be in violation of the FTA terms and conditions.

4.09 Suspension and Debarment

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and subrecipients from contracting goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. To be eligible for this procurement, contractors must submit with their bid or proposal an executed Certification of Eligibility, to confirm that the contractor (and its subcontractors) is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions".

4.10 Prompt Payment and Return of Retainage

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Wausau/Metro Ride. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City of Wausau/Metro Ride. This clause applies to both DBE and non-DBE subcontractors.

4.11 Cargo Preference

Pursuant to 46 CFR Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

The contractor agrees:

- a. To utilize 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, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- b. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment origination 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 paragraph (1) above to the Recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

4.12 Fly America

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

4.13 Energy Conservation

The Contractor shall recognize 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 USC Section 6321 et seq.).

4.14 ADA Access

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act on 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the

basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and service be made available to persons with disabilities, including any subsequent amendments to the Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to the Act. In addition the contactor agrees to comply with any and all requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

**SECTION 5
ATTACHMENTS**

ATTACHMENT 1	PROPOSAL OR BID
ATTACHMENT 2	CERTIFICATION OF ELIGIBILITY
ATTACHMENT 3	NON-COLLUSION BIDDING CERTIFICATION
ATTACHMENT 4	AFFIDAVIT OF ORGANIZATION AND AUTHORITY
ATTACHMENT 5	CONTRACTOR CERTIFICATION REGARDING COMPLIANCE WITH FTA REQUIREMENTS
ATTACHMENT 6	BID SUBMISSION CHECKLIST

ATTACHMENT 1

**BID FOR RIDER 7-PASSENGER VAN
FOR METRO RIDE**

Date _____

The undersigned hereby certifies that this proposal is made in pursuance of and is subject to the conditions set forth in the Invitation for Bids published by Metro Ride, and that he/she/they have personally and carefully examined the specifications, and accompanying bid documents.

Having made such examination, the undersigned bidder submitting this bid/proposal hereby declares and agrees to enter into a contract and be bound to furnish the equipment in accordance with all of the terms, conditions and requirements of the bid documents, and specifications, hereto attached and which he/she/they have examined, for the following prices, to wit:

BID PRICE

The total bid price for a 7-passenger van, including delivery, installation and any other costs is as follows:

Make _____ Model _____ Year _____

Color(s) _____

Price \$ _____

I/We will deliver the proposed equipment within _____ days after notification by Metro Ride of project award.

Name of Individual, Partner or Corporation _____

Street Address _____

City, State and Zip Code _____

Authorized Signature _____

Title _____

ATTACHMENT 2

CERTIFICATION OF ELIGIBILITY

I, _____
(Name of Authorized Official) *(Title of Authorized Official)*

hereby certify that _____
(Bidder Name)

is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions".

Signature: _____

Date: _____

ATTACHMENT 3

NON-COLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose if restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose or restricting competition.

Date: _____

Bidder: _____

Signature: _____

Title: _____

ATTACHMENT 4

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF _____

COUNTY OF _____

_____ being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(COMPLETE APPLICABLE PARAGRAPH)

1. CORPORATION

The BIDDER is a corporation organized and existing under the laws of the State of _____ and its president is _____, its Secretary is _____ and it does have a corporate seal. The president and/or _____ (insert other title here, if applicable) is authorized to sign contracts and proposals for the company. This authorization was given by action of its board of directors taken on _____. A certified copy of the record of this action is hereto attached. (Strike out this last sentence if not applicable.)

2. PARTNERSHIP

The BIDDER is a partnership consisting of _____ and _____ partners doing business under the name of _____.

3. SOLE TRADER

The BIDDER is an individual and is operating under a trade name; such trade name is as follows:

4. LIMITED LIABILITY COMPANY

The bidder is a corporation organized and existing under the laws of the Sate of _____ and its owner, president, vice president, secretary or treasurer (select on and strike out the remaining) is _____, and it does/does not have a corporate seal. The owner, president, vice

president, secretary or treasurer (select one and strike out the remaining) is authorized to sign construction contracts and proposals by virtue of its operating agreement or articles of organization, a certified copy of which is hereto attached.

ADDRESS

The business address of the bidder is as follows:

STATUTORY SWORN STATEMENT

_____ also deposes and says that he/she has examined and carefully prepared his bid proposal from the specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct. (Wisconsin Statutes (66.29) (7).)

_____ further deposes and says that the “ Full and Complete List of Subcontractors and Material Suppliers” submitted with this bid is a full and complete list of all subcontractors and the class of work to be performed by each, which list cannot be added to or altered without the written consent of the City of Wausau/Metro Ride.

(Contractor shall strike out whichever certification, relative to contractors, does not apply)

Signed _____
Signature of individual making affidavit

Title _____

Subscribed and sworn to before this _____ day of _____ 20____.

NOTARY PUBLIC

State _____ County _____

My Commission expires _____, 20____.

(This affidavit must be attached to and filed with the bid proposal).

ATTACHMENT 5

**CONTRACTOR CERTIFICATION
REGARDING COMPLIANCE WITH FTA REQUIREMENTS
49 CFR Part 18**

The Contractor listed below hereby certifies that it 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 Federal Transit Administration (FTA) Master Agreement between the City of Wausau/Wausau Area Transit System (d.b.a Metro Ride) and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

Contractor Name

Name and Title of Contractor's Authorized Official

Signature

Date

ATTACHMENT 6 BID SUBMISSION CHECKLIST

This checklist is provided to assist vendors in the preparation of their bid. This page is not a required submission. Failure to complete and/or submit the items listed below may result in the rejection of a bid.

- Proposal or Bid
- Certification of Eligibility
- Non-Collusion Bidding Certification
- Affidavit of Organization and Authority
- Contractor Certification Regarding Compliance with FTA Requirements
- Descriptive Product Literature

CITY OF WAUSAU / METRO RIDE

INVITATION FOR BIDS

Plow Truck

June 2023



420 Plumer Street
Wausau, WI 54403
Phone 715-842-9287
Fax 715-842-1541

**OFFICIAL NOTICE TO BIDDERS
PLOW TRUCK
FOR THE CITY OF WAUSAU/METRO RIDE**

Notice is hereby given by the City of Wausau/Metro Ride that it will receive bids for the purchase a plow truck to be used by Metro Ride.

Bids will be accepted **until 4:00 P.M. on Monday July 10th, 2023**. Bids should be delivered to Metro Ride, 420 Plumer Street, Wausau, WI 54403. Bids will be opened at 10:00 A.M. on Tuesday, July 11th at the City of Wausau Board of Public Works.

To request procurement specifications and bid forms, contact Matthew Rosenbloom-Jones at matthew.rosenbloomjones@ci.wausau.wi.us or call 715-842-9287 during normal business hours. All bids submitted must be furnished in accordance with those specifications.

All bids and accompanying certifications must be written on the blanks prepared by the undersigned for that purpose. The type of equipment bid upon shall be indicated on the exterior of the envelope when submitted as follows: **"Bid for Plow Truck"**.

The City of Wausau/Metro Ride will award this procurement to the bidder that submits the lowest bid in accordance with all requirements set forth in the bid specification. The City of Wausau reserves the right to reject any and all bids and to waive any technical deficiencies in the proposals.

Matthew Rosenbloom-Jones
Transit Director
City of Wausau/Metro Ride

**BID PACKAGE CONTENTS
PLOW TRUCK
FOR METRO RIDE**

SECTION 1	GENERAL INSTRUCTION TO OFFERORS
SECTION 2	GENERAL SPECIFICATIONS
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SECTION 4	FEDERAL AND STATE REQUIREMENTS
SECTION 5	ATTACHMENTS
	1. Proposal or Bid
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	6. Contractor Certification Regarding Compliance with FTA Requirements
	7. Bid Submission Checklist

SECTION 1 GENERAL INSTRUCTIONS TO OFFERERS

These instructions provide the contractual and technical requirements of the City of Wausau/Metro Ride for the purchase of a plow truck, including all required equipment and services.

A. General

“Purchaser”, “City of Wausau”, “the City”, “Metro Ride”, or “Grantee” are synonymous and mean the City of Wausau/Metro Ride. The words “Bid”, “Offer”, “Contract Proposal”, and “Proposal” are synonymous and it is understood that once the City of Wausau accepts the same, the document will constitute the contract contemplated by the instructions. The words “Offeror”, “Proposer” and “Bidder” are synonymous, as are “Contractor” and “Manufacturer”.

This solicitation does not commit Metro Ride to award a contract, pay any costs incurred in preparation of proposals, or to procure or contract for services or equipment.

Metro Ride reserves the right to accept or reject any or all proposals submitted, in whole or in part, to waive any informalities or technicalities which at Metro Ride’s discretion are determined to be in the best interests of Metro Ride. Further, Metro Ride makes no representations that a contract will be awarded to any offeror responding to this request.

Metro Ride reserves the right to postpone due dates and opening for its own convenience and to withdraw this solicitation at any time without prior notice.

B. Contract Bid

Metro Ride has prepared and attached to these instructions the required forms for this bid. The bid and all other accompanying documents or materials submitted by the proposer will be deemed to constitute the complete bid.

C. Proposal Requirements

This document is intended to indicate the minimum requirements for the preparation and submission of bids. The entire bid must comply with the format described. The proposer must submit in his or her response a complete, detailed description of the materials and labor in the proposer’s estimate, the optimum vehicle which has been set forth in this document.

D. Vendor Questions

All vendor questions should be submitted in writing to Matthew Rosenbloom-Jones, Transit Director, 420 Plumer Street, Wausau, WI 54403 or matthew.rosenbloomjones@ci.wausau.wi.us.

E. Price Proposal

All proposers are required to identify the proposed manufacturer and model and to indicate the proposed delivery time on the attached price proposal form. Failure to do so may cause the bid to be considered not responsive. The price quoted will not change for a period of 60 days, beginning from the date of the bid opening.

F. Tax Exemption

The City of Wausau/Metro Ride is exempt from the payment of Federal Excise Tax and State Sales Tax. Taxes shall not be included in bid prices. Per Wisconsin Statute 77.54(92), a Wisconsin governmental unit is not required to have a tax exempt number. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are not or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the proposer's bid and which, by terms of the tax law, may be passed directly to the cities, will be paid by the Cities.

G. Price Inclusion

The price to be quoted in any bid submitted shall include all items of labor, material, tools, equipment and other costs necessary to fully complete the manufacture and delivery of equipment pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in the specifications.

H. Authorization of Proposals

If the proposal is made by an individual doing business under a fictitious name, the proposal shall so state. If the proposal is made by a co-partnership, the full names and addresses of all members and the address of the co-partnership shall be given, and the proposal shall be signed for all members by one member thereof. If the proposal is made by a corporation, it shall be signed in the corporation's name by an authorized officer, and the corporate seal shall be affixed thereto. If the proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be given, and the proposal shall be signed by each venturer.

I. Pollution

All equipment sold to Metro Ride must meet the Standards of the Federal, State, and local governments concerning safety, air and noise pollution. If it is determined by Metro Ride that such standards are not met, the contractor agrees to bear all costs required to meet the minimum standards as stated above for the equipment furnished under this bid.

J. Regulatory Compliance

The proposer represents and warrants that the equipment furnished hereunder, including all labels, packages, and container for said equipment, complies with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations, as applicable, including the Occupational Safety and Health Act, as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. The Proposer shall furnish "Material Safety Data Sheets" whenever applicable.

K. Descriptive Literature

Proposals must be accompanied by a comprehensive description of the Proposer's product as detailed herein. Failure of the descriptive literature to show that the equipment proposed conforms to the specifications and other requirements of this invitation will result in rejection of the proposal. Additionally, failure to submit the descriptive literature will result in rejection of proposals. No advantage shall be taken by the Proposer or Manufacturer in the omission of any part or detail which is required to make the product complete and ready for service, even though such part is not mentioned in this specification.

L. Conditional Proposals

Conditional proposals, or those taking unapproved exceptions to the specifications within their proposal, may be considered non-responsive and rejected.

M. Proposal Acceptance

Each proposal is to be submitted with the understanding that the acceptance in writing by Metro Ride of the offer to furnish the equipment described therein shall constitute a contract between the proposer and Metro Ride which shall bind the proposer on its part to furnish and deliver at the prices given and in accordance with the terms and conditions of said acceptance proposals and these instructions. The contract shall be considered as made in Wisconsin, and the construction and enforcement of it shall be in accordance with the laws of the State of Wisconsin.

N. Method of Award

Award shall be made on the basis of the lowest total cost from a responsive, responsible bidder, who meets the specifications. Timeliness of delivery may be considered when making this award. Award is anticipated to be made as soon as possible following review of the bid documents and governing board approval of decision.

In determining the successful bidder, evaluation will be based on the following criteria:

- Cost – proposals shall be reviewed on competitiveness of cost.
- Responsiveness – proposals shall be reviewed on fulfillment of requirements established in the IFB. This includes meeting or exceeding minimum specifications. This

also includes all other requirements pertaining to the bid schedule and bid forms.

- Responsibility – proposals shall be reviewed on a bidder’s demonstrated ability to provide all products and services specified in this IFB.

O. Bid Protest Procedures

Any interested party who wishes to protest at any point in the procurement process, evaluation, award, or post-award, may do so. An "interested party" must, however, be an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award the contract.

Protests should be made as soon as possible but no later than five (5) working days following Metro Ride’s announcement of intent to award. The protest must contain a detailed statement of the grounds for protest and any supporting documentation.

All protests must be submitted in writing to: Matthew Rosenbloom-Jones, Transit Director, 420 Plumer Street, Wausau, WI 54403.

If the protester wishes to appeal the Transit Directors' decision, the matter will be forwarded to the City of Wausau Transit Commission for review. The recommendation of the Transit Commission will be forwarded to the City of Wausau Common Council for ultimate local disposition.

When the protest involves a procurement funded by the Federal Transit Administration (FTA), Metro Ride will disclose information related to the protest to the FTA and keep them informed about the status of the protest. The FTA role is limited to considering matters that are “primarily of Federal concern.”

P. Proposed Schedule

The following schedule provides information on events and deadlines for this bid.

IFB Issued	June 9 th , 2023
Bid Submittal Deadline	July 10 th , 2023
Bid Opening – Board of Public Works	July 11 th , 2023

SECTION 2 GENERAL SPECIFICATIONS

A. Intent and Performance

The following specifications are intended to serve as general guidelines to obtain quotations on comparable equipment. It shall be the responsibility of the supplier to fully comply with these minimum specifications. The bid information shall be itemized in detail all standard and accessory equipment.

B. Standards

Where minimum standards or performance criteria are set forth, no compromise of these standards or performance criteria will be considered. Where specific standards are not mentioned, the bidder will be expected to incorporate equipment consistent with reliability and performance elsewhere specified.

All equipment provided under this contract shall be of latest design and current manufacture. It is the intent to procure the latest products offered by the bidder. Proposals offering used or demonstrator models will not be acceptable.

All equipment and materials shall be the best of their respective kinds and free of corrosion, scratches or such other defects.

In all cases, the bidder is to be the manufacturer or a factory authorized dealer of the proposed equipment.

SECTION 3 TECHNICAL SPECIFICATIONS

The following is a list of features which must be provided in order to meet the minimum requirements of these specifications. This is not intended to be an all-inclusive list. The vendor shall provide a bid for a completely operational unit, and the inadvertent omission in these specifications or in the vendor's reply of an essential item required for normal operation shall not alleviate the contractor's responsibility to provide that item. Failure to meet minimum specification requirements shall disqualify a bid. No advantage shall be taken by the manufacturer in the omission of any parts or details which are required to make the equipment complete and ready for service, even though such parts or details are not mentioned in these specifications. If no bidder is able to comply with a given specification or condition of bid, Metro Ride reserves the right to delete that specification or condition of bid. All equipment shall be fully installed prior to delivery.

Vendors must indicate whether equipment offered meets minimum specifications for each feature listed below. Deviations from minimum specification should also be indicated.

REGULAR CAB 4 X 4 – 19,500 GVWR	Meets Specifications		
	Yes	No	Deviations
• 169" Wheelbase	_____	_____	_____
• 84" Cab to Axle	_____	_____	_____
• Trailer tow capacity of 17,000 lb. min	_____	_____	_____
• 12,500 lb. rear axle capacity min.	_____	_____	_____
• 7,000 lb. front axle capacity min.	_____	_____	_____
• 4-Wheel Drive	_____	_____	_____
• V-8 Gas or Diesel Engine 385 HP min. 450 ft/lb. torque	_____	_____	_____
• Automatic Transmission	_____	_____	_____
• Minimum 30 Gallon Fuel Tank	_____	_____	_____
• HD External Transmission cooler	_____	_____	_____
• 4.40 Axle Ratio minimum	_____	_____	_____
• Limited Slip Rear Differential	_____	_____	_____
• Steel wheels with 1 full size spare	_____	_____	_____
• Power heated mirrors	_____	_____	_____
• Cruise control	_____	_____	_____
• Trailer Tow Package	_____	_____	_____
• Heavy Duty Front Bumper	_____	_____	_____
• Snowplow Prep Package	_____	_____	_____
• Telescoping Trailer Tow Mirrors	_____	_____	_____
• 2 Front Tow Hooks	_____	_____	_____
• Air Conditioning	_____	_____	_____
• AM/FM Radio w/Clock	_____	_____	_____
• Vinyl Floor Covering	_____	_____	_____
• 2 – 12 Volt Power Points	_____	_____	_____
• Additional body builder switch package	_____	_____	_____
• 1 Keyed 12-volt outlet	_____	_____	_____
• HD 40/20/40 Front Seat – Vinyl Trim	_____	_____	_____
• Tilt Steering Column	_____	_____	_____
• Interval Windshield Wipers	_____	_____	_____
• Dual Alternators	_____	_____	_____
• Dual 730 CCA HD Batteries	_____	_____	_____
• HD Shocks	_____	_____	_____
• Power Steering w/Damper	_____	_____	_____
• Power Steering Cooler	_____	_____	_____
• Front Stabilizer Bar	_____	_____	_____
• Dome Light – Door Activated	_____	_____	_____
• Interior Grab Handles	_____	_____	_____
• Rustproofing	_____	_____	_____
• Front mud flaps	_____	_____	_____
• Integrated Electronic Brake Controller	_____	_____	_____
• Step bars on both sides of the cab for better access	_____	_____	_____

- replacement
- In-tank baffle
- Valve will be installed in a weather-tight compartment on reservoir
- Hydraulic reservoir/enclosure will be mounted on frame rail
- Powder coated black or stainless
- Quick couplers for plow and sander

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Meets Specifications

<u>Yes</u>	<u>No</u>	<u>Deviations</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLOW AND MOUNTS

- 7'6" 6-way power V plow with wings/extensions
- All steel moldboards with full moldboard section trip
- ¼" high strength steel push frame, 1" horiz mounting pins
- Handheld pendant control and joystick mounted to dash
- Full LED plow lights with turn signals
- Quick hitch system
- Adjustable plow wear shoes
- 1 extra set of cutting edge and mounting hardware
- Self-Contained Plow Assembly

Meets Specifications

<u>Yes</u>	<u>No</u>	<u>Deviations</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Tailgate Spreader

- 6" dual direction auger, 3/8" thickness flighting
- Stainless construction
- 7-gauge trough, ¼" end plates
- Direct drive high torque, low speed motor
- Free hanging self-leveling spinner
- Spinner area directly lighted
- 18" poly spinner disc

SECTION 4 FEDERAL AND STATE REQUIREMENTS

4.01 No Obligation by the Federal Government

- a. Metro Ride 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 Metro Ride, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- b. 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.

4.02 Program Fraud and False or Fraudulent Statements or Related Acts.

- a. 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.
- b. 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.
- c. 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.

4.03 Access to Records

The following access to records requirements apply to this Contract:

- a. The Contractor agrees to provide Metro Ride, 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.
- b. 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.
- c. 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).
- d. FTA does not require the inclusion of these requirements in subcontracts.

4.04 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 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.

4.05 Termination

1. Termination for Convenience - Metro Ride 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 Metro Ride to be paid the Contractor. If the Contractor has any property in its possession belonging to Metro Ride, the Contractor will account for the same, and dispose of it in the manner Metro Ride directs.
2. Termination for Default [Breach or Cause] - If 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, Metro Ride 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 Metro Ride 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, Metro Ride, 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.

3. Opportunity to Cure - If Metro Ride, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] 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 Metro Ride's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from Metro Ride setting forth the nature of said breach or default, Metro Ride 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 Metro Ride from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

4.06 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.

4.07 Disadvantaged Business Enterprise Provision (DBE)

The contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all contracts and sub-agreements supported with federal assistance from the U.S. DOT.

4.08 Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, 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 City of Wausau/Metro

Ride requests which would cause the City of Wausau/Metro Ride to be in violation of the FTA terms and conditions.

4.09 Suspension and Debarment

Executive Order 12549, as implemented by 49 CFR Part 29, prohibits FTA recipients and subrecipients from contracting goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. To be eligible for this procurement, contractors must submit with their bid or proposal an executed Certification of Eligibility, to confirm that the contractor (and its subcontractors) is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions".

4.10 VIOLATION AND BREACH OF CONTRACT

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

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

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agency's authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

4.11 BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements. The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

4.12 Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency.”

4.13 Prompt Payment and Return of Retainage

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City of Wausau/Metro Ride. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the City of Wausau/Metro Ride. This clause applies to both DBE and non-DBE subcontractors.

4.14 Cargo Preference

Pursuant to 46 CFR Part 381, the following clauses must be inserted in all contracts under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

The contractor agrees:

- a. To utilize 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, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- b. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment origination 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 paragraph (1) above to the Recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
- c. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

4.15 Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to

the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

4.16 Contract Work Hours and Safety Standards Act

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

4.17 Energy Conservation

The Contractor shall recognize 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 USC Section 6321 et seq.).

4.18 ADA Access

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act on 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and service be made available to persons with disabilities, including any subsequent amendments to the Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to the Act. In addition the contractor agrees to comply with any and all requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

**SECTION 5
ATTACHMENTS**

ATTACHMENT 1	PROPOSAL OR BID
ATTACHMENT 2	CERTIFICATION OF ELIGIBILITY
ATTACHMENT 3	NON-COLLUSION BIDDING CERTIFICATION
ATTACHMENT 4	AFFIDAVIT OF ORGANIZATION AND AUTHORITY
ATTACHMENT 5	LOBBYING CERTIFICATION
ATTACHMENT 6	CONTRACTOR CERTIFICATION REGARDING COMPLIANCE WITH FTA REQUIREMENTS
ATTACHMENT 7	BID SUBMISSION CHECKLIST

ATTACHMENT 1

**BID FOR RIDER PLOW TRUCK
FOR METRO RIDE**

Date _____

The undersigned hereby certifies that this proposal is made in pursuance of and is subject to the conditions set forth in the Invitation for Bids published by Metro Ride, and that he/she/they have personally and carefully examined the specifications, and accompanying bid documents.

Having made such examination, the undersigned bidder submitting this bid/proposal hereby declares and agrees to enter into a contract and be bound to furnish the equipment in accordance with all of the terms, conditions and requirements of the bid documents, and specifications, hereto attached and which he/she/they have examined, for the following prices, to wit:

BID PRICE

The total bid price for a plow truck, including delivery, installation and any other costs is as follows:

	Make	Model	Year
Cab and Chassis			
Dump Body			
Plow			
Spreader			

Total Unit Price \$ _____

I/We will deliver the proposed equipment within _____ days after notification by Metro Ride of project award.

Name of Individual, Partner or Corporation _____

Street Address _____

City, State and Zip Code _____

Authorized Signature _____

Title _____

ATTACHMENT 2

CERTIFICATION OF ELIGIBILITY

I, _____
(Name of Authorized Official) *(Title of Authorized Official)*

hereby certify that _____
(Bidder Name)

is not included on the United States Comptroller General's "List of persons or firms currently debarred for violations of various public contracts incorporating labor standard provisions".

Signature: _____

Date: _____

ATTACHMENT 3

NON-COLLUSION BIDDING CERTIFICATION

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and behalf:

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other Bidder or with any other competitor.
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

Date: _____

Bidder: _____

Signature: _____

Title: _____

ATTACHMENT 4

AFFIDAVIT OF ORGANIZATION AND AUTHORITY

STATE OF _____

COUNTY OF _____

_____ being first duly sworn on oath deposes and says that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

(COMPLETE APPLICABLE PARAGRAPH)

1. CORPORATION

The BIDDER is a corporation organized and existing under the laws of the State of _____ and its president is _____, its Secretary is _____ and it does have a corporate seal. The president and/or _____ (insert other title here, if applicable) is authorized to sign contracts and proposals for the company. This authorization was given by action of its board of directors taken on _____. A certified copy of the record of this action is hereto attached. (Strike out this last sentence if not applicable.)

2. PARTNERSHIP

The BIDDER is a partnership consisting of _____ and _____ partners doing business under the name of _____.

3. SOLE TRADER

The BIDDER is an individual and is operating under a trade name; such trade name is as follows:

4. LIMITED LIABILITY COMPANY

The bidder is a corporation organized and existing under the laws of the Sate of _____ and its owner, president, vice president, secretary or treasurer (select on and strike out the remaining) is _____, and it does/does not have a corporate seal. The owner, president, vice

president, secretary or treasurer (select on and strike out the remaining) is authorized to sign construction contracts and proposals by virtue of its operating agreement or articles of organization, a certified copy is which is hereto attached.

ADDRESS

The business address of the bidder is as follows:

STATUTORY SWORN STATEMENT

_____ also deposes and says that he/she has examined and carefully prepared his bid proposal from the specifications and has checked the same in detail before submitting this proposal or bid; that the statements contained herein are true and correct. (Wisconsin Statutes (66.29) (7).)

_____ further deposes and says that the “ Full and Complete List of Subcontractors and Material Suppliers” submitted with this bid is a full and complete list of all subcontractors and the class of work to be performed by each, which list cannot be added to or altered without the written consent of the City of Wausau/Metro Ride.

(Contractor shall strike out whichever certification, relative to contractors, does not apply)

Signed _____
Signature of individual making affidavit

Title _____

Subscribed and sworn to before this _____ day of _____ 20____.

NOTARY PUBLIC

State _____ County _____

My Commission expires _____, 20____.

(This affidavit must be attached to and filed with the bid proposal).

ATTACHMENT 5

Lobbying Certification

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT 6

**CONTRACTOR CERTIFICATION
REGARDING COMPLIANCE WITH FTA REQUIREMENTS
49 CFR Part 18**

The Contractor listed below hereby certifies that it 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 Federal Transit Administration (FTA) Master Agreement between the City of Wausau/Wausau Area Transit System (d.b.a Metro Ride) and the Federal Transit Administration, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this contract.

Contractor Name

Name and Title of Contractor's Authorized Official

Signature

Date

ATTACHMENT 7 BID SUBMISSION CHECKLIST

This checklist is provided to assist vendors in the preparation of their bid. This page is not a required submission. Failure to complete and/or submit the items listed below may result in the rejection of a bid.

- Proposal or Bid
- Certification of Eligibility
- Non-Collusion Bidding Certification
- Affidavit of Organization and Authority
- Contractor Certification Regarding Compliance with FTA Requirements
- Descriptive Product Literature



**DULUTH TRANSIT AUTHORITY
JUNE 2023 - RESOLUTION NO. 440**

Concerning the transfer of three heavy duty buses to Metro Ride for the City of Wausau, Wisconsin:

Whereas, the DTA has three heavy duty buses that have reached the end of their useful life and Metro Ride in Wausau, Wisconsin is seeking buses to meet their service needs; and

Whereas, the buses are fully depreciated and have no remaining federal interest and based on recent sales of similar buses are of nominal market value; and

Whereas, FTA Circular 5010.1E allows FTA recipients to transfer assets to other FTA recipients upon FTA approval.

Now, therefore be it resolved, the DTA Board of Directors hereby declares, subject to FTA approval, that the following 40-foot Gillig diesel buses, model year 2009, have reached the end of their useful life, are fully depreciated, and are no longer required by DTA, and wish to transfer the title to the following buses to Metro Ride for the City of Wausau, Wisconsin:

DTA #	VIN	Service Date	Mileage	Federal Interest
123	15GGD271591176698	10/06/2009	383,085	\$0
125	15GGD271X91176700	11/16/2009	367,531	\$0
126	15GGD271191176701	11/16/2009	367,865	\$0

**PASSED AND ADOPTED THIS 28th DAY OF JUNE 2023 BY THE
BOARD OF DIRECTORS OF THE DULUTH TRANSIT AUTHORITY.**

ADOPTED,

Rondi Watson
DTA Board President