

**COLUMBUS CONSOLIDATED GOVERNMENT**  
Georgia's First Consolidated Government



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

1111 FIRST AVENUE, COLUMBUS, GEORGIA 31901  
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340  
706-225-4087 | [www.columbusga.org](http://www.columbusga.org)

**Date: March 20, 2023**

<p><b>REQUEST FOR BIDS:</b>  <b>RFB No: 26-0034</b></p>	<p>Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:  <b>TIRE LEASING SERVICES FOR METRA (ANNUAL CONTRACT)</b></p>
<p><b>GENERAL SCOPE</b></p>	<p>Provide tire leasing services for Columbus Consolidated Government Department of Transportation/METRA Transit System on an “as needed” basis.  Contract term shall be for three (3) years with no renewal options.</p>
<p><b>DUE DATE</b></p>	<p align="center"><b>APRIL 15, 2026 – 2:30 PM (EASTERN)</b></p> <p>Responses must be submitted via DemandStar on or before the due date. <b>A virtual opening will be held during the 3:00 PM hour of the due date. Responding vendors are not required but are invited to attend the opening.</b></p> <p>If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: <a href="#">Click here to join the meeting</a> or call in (audio only) <a href="tel:+14782390725">+1 478-239-0725</a>, 855808406# United States, Macon Phone Conference ID: 855 808 406# <a href="#">Find a local number</a>   <a href="#">Reset PIN</a>. <b>Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.</b></p>
<p><b>BID SUBMISSION REQUIREMENTS</b></p>	<p>See <b>Appendix B for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.</b></p>
<p><b>ADDENDA</b></p>	<p align="center"><b><u>IMPORTANT INFORMATION</u></b></p> <p>Any and all addenda will be posted on the Purchasing Division’s web page, at <a href="https://www.columbusga.gov/finance/Bid-Opportunities">https://www.columbusga.gov/finance/Bid-Opportunities</a>. <b>It is the vendors’ responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.</b></p>
<p><b>“NO BID” RESPONSE</b></p>	<p>Refer to the form on <b>page 3</b> if you are not interested in this invitation.</p>

**Andrea J. McCorvey**  
**Purchasing Division Manager**



# **IMPORTANT INFORMATION**

## **e-Notification**

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Marketplace/Georgia Procurement Registry to receive future procurement notifications via <https://doas.ga.gov/state-purchasing/getting-started-supplier>.

**If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:**

**Telephone:** 404-657-6000  
**Fax:** 404-657-8444  
**Email:** [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)

## STATEMENT OF "NO BID SUBMISSION"

**NOTIFY THE PURCHASING DIVISION IF YOU DO NOT INTEND TO SUBMIT A BID:**

**TO:** Heather Biddle, Buyer  
Email [BidOpportunities@columbusga.org](mailto:BidOpportunities@columbusga.org)

We, the undersigned decline to submit a bid for **RFB No. 26-0034**, for **Tire Leasing Services for METRA (Annual Contract)**, for the following reason(s):

- Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below).
- There is insufficient time to respond.
- We do not offer this product and/or service.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Other (specify below)

**Comments**

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**COMPANY NAME:** \_\_\_\_\_

**AGENT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

# GENERAL PROVISIONS

## THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

**1. TERM "CITY".** The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.

**2. PREPARATION OF FORM.** Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.

**3. EXECUTION OF THE BID PROPOSAL.** Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.

**4. BID DUE DATE.** The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.

**5. BID OPENING.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each bid, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3. 301A of the Procurement Ordinance (Public Access to Procurement Information).

**6. LATE BIDS.** It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.

**7. RECEIPT OF ONE SEALED BID.** In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

**If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness.** The single bid will be evaluated by the using agency for award recommendation.

**8. RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:

1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
2. Award to bidder previously awarded based on favorable prior experience.
3. Award to bidder whose principal place of business is located in the State of Georgia.
4. If feasible, divide the award equally among the bidders.
5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
6. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*

**9. RECEIPT OF MULTIPLE BIDS.** Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

**10. CONDITIONS AND PACKAGING.** Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

**11. FREIGHT/SHIPPING/HANDLING CHARGES.** All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.

**12. CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS**

Correction or withdrawal of inadvertently erroneous bids before bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Purchasing Division.

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, or if the bidder submits evidence which clearly and convincingly demonstrate that a mistake was made.

All decisions to permit correction or withdrawal of bids or to cancel awards of contracts based on bid mistakes will be supported by the Purchasing Manager's written determination.

**13. ADDENDA AND INTERPRETATIONS.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**

**14. BID RECEIPT AND EVALUATION.** Bids shall be unconditionally received without alteration or correction except as authorized in the City's Procurement Ordinance. Bids shall be evaluated based on requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life-cycle costs. The specifications presented in the Invitation for Bids shall represent the evaluation criteria. No other criteria may be used to evaluate bids.

**15. TIME FOR CONSIDERATION.** Bids must remain in effect for at least ninety (90) days after date of receipt to allow for evaluation.

**16. BID SECURITY**

(1) Requirement for Bid Security. Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Manager to exceed \$50,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or other form satisfactory to the City. Such bonds may also be required on construction contracts under \$50,000 or other procurement contracts when circumstances warrant.

(2) Amount of Bid Security. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount.

(3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for Bids requires security, noncompliance with such requirement shall force rejection of a bid.

(4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-108 Subsection (G) (Competitive Sealed Bidding – Correction or Withdrawal of Bids: Cancellation of Awards), no action shall be had against the bidder or the bid security.

**17. CONTRACT PERFORMANCE AND PAYMENT BONDS**

(1) When Required: Amounts. When a construction contract is awarded in excess of \$50,000, the following bonds or security shall be delivered to the City, and shall be binding on the parties upon the execution of the contract:

a. a performance bond satisfactory to the City executed by a surety company authorized to do business in the State, or otherwise secured in a manner satisfactory to the City, amounting to one hundred percent (100%) of the price specified in the contract; and

b. a payment bond satisfactory to the City executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the City, to protect all persons supplying labor and material to the contractor or its

subcontractors for the performance of the work provided for in the contract, amounting to one hundred percent (100%) of the price specified in the contract.

At the discretion of the Purchasing Manager, this same condition may be placed on awards of any amount.

(2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the City to require a performance bond or other security in addition to the bonds, in circumstances other than the circumstances described in Subsection (1) above.

**18. SUBCONTRACTING.** Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. **THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

**19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS.** Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:

- (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- (B) Any irregularities contrary to the General Provisions or bid specifications.
- (C) Unbalanced unit price or extensions.
- (D) Unbalanced value of items.
- (E) Failure to use the proper forms furnished by the Consolidated Government.
- (F) Failure to complete the proposal properly
- (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
- (H) Failure to properly sign forms in ink.

**The City reserves the right to waive any minor informality or irregularity. The City reserves the right to reject any and all bids.**

**20. BRAND NAMES "OR EQUAL".** Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

**21. ASSIGNMENT OF CONTRACTUAL RIGHTS.** It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

**22. DISCOUNTS.** Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.

**23. TAXES.** The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

**24. FEDERAL, STATE AND LOCAL LAWS.** All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.

**25. BID INCLUSIONS.** When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

**26. NON-COLLUSION.** By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.

**27. INDEMNITY.** The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

**28. DISADVANTAGED BUSINESS ENTERPRISE.** Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against

on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

**29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE.** The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

**30. AWARDS TO LOCAL BUSINESSES.** Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$50,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$50,000.00.

**31. RIGHT TO PROTEST.**

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

**32. FAILURE TO BID.** Vendors choosing not to submit a bid are requested to return a **Statement of "No Bid"**.

**33. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT.** During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

**34. CANCELLATION PROVISIONS.** An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Purchasing Officer and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

**35. QUESTIONS:** Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.

**36. SAMPLES:** When samples are required to be included with the proposal response, the bidder will be responsible for the following:

- 1) **Unless otherwise specified**, bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
- 2) Affix an identification label to each individual sample to include bidder's name, bid name and number.

- 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.

**37. GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

**38. PAYMENT DEDUCTIONS:** The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

**39. PAYMENT TERMS:** The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

**40. FINAL CONTRACT DOCUMENTS:** If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

#### NOTICE TO VENDORS

**Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.**

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

**Sec. 2-3.06. - Same—By members of boards, authorities, commissions.**

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

## **DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?**

**COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.**

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.



**GENERAL SPECIFICATIONS  
TIRE LEASING SERVICES FOR METRA  
(ANNUAL CONTRACT)  
RFB No. 26-0034**

**I. SCOPE**

Provide tire leasing services for Columbus Consolidated Government Department of Transportation/METRA Transit System on an “as needed” basis.

Refer to **page 16** for Detailed Specifications and **page 21** for General Instructions.

**II. VENDOR INFORMATION**

Tires shall meet specifications set forth in bid. Deviation on dimensions will not be accepted.

**III. FEDERAL/STATE/LOCAL GOVERNMENT PROVISIONS**

By submitting a Bid, the Bidder implicitly agrees that federal, state, and local rules, regulations, and statutes will be part of the Bid Award and any contract executed as a result of this solicitation. These include, but are not limited to, the General Statutes of the State of Georgia, the federal requirements contained in the Federal Transit Administration (hereinafter called the “FTA”) Master Agreement dated October 1, 2014, as amended, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein. Other federal procurement requirements in FTA Circular 4220.1F as amended are also included.

Similarly, the City’s Purchasing Ordinance, insofar as they apply to purchasing and competitive bidding, are made a part hereof.

**IV. TERM OF CONTRACT**

**A.** The term of this contract shall be for three (3) years. The City will allow for negotiating the bid price if such things as EPA, FTA or regulatory legislative guidelines are changed and bus manufacturers are required to adhere to the new regulations.

It should be noted that multi-year contracts will continue each fiscal year only after funding appropriations and program approval has been granted by the Council of the Consolidated Government of Columbus, Georgia, and Federal and State DOT contracts are awarded. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

**B. Termination for Convenience**

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

**V. QUESTIONS / ADDENDA**

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see pages 9 & 10). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at <https://www.columbusga.gov/finance/Bid-Opportunities>. **It is the vendors’ responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.**

**VI. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY**

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

(A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;

(B) The user identification number and date of authorization for the affiant;

(C) The affiant will continue to use the federal work authorization program throughout the contract period; and

(D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

## VII. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, **as well as list the applicable project or annual contract name, and/or solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

## VIII. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

## IX. BID SUBMISSION REQUIREMENTS

**Bid responses must be submitted via DemandStar. See APPENDIX B for: Submission Requirements; Submission Requirements Checklist; and DemandStar Registration and**

## Submission Instructions.

Each bidder shall include the following information with bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR**. Submissions will be deemed incomplete/non-responsive if the following required documents are not included, as prescribed within the specifications: **E-Verify Affidavit, Conflict of Interest Affidavit, and Communication Concerning This Solicitation form**. However, the City reserves the right to request **any other** omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**.

- A. Bid Form (Form 1)
- B. Pricing Page (Form 2)
- C. E-Verify/GSICA Form (Refer to page 11, Section VI, regarding Form 3)
- D. Conflict of Interest Affidavit (Form 4)
- E. Communication Concerning This Solicitation (Form 5)
- F. Federal Compliance (Form 6)
- G. Sam.gov (Form 7)
- H. Addenda Acknowledgement Page (Form 8) Vendors must include acknowledgment of receipt of addenda (if any) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at <https://www.columbusga.gov/finance/Bid-Opportunities>. **Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.**
- I. Federal Contract Clauses (Appendix A)
- J. Safety Certificate: Provide copy with electronic bid response.
- K. Product Literature for tires to be furnished
- L. Contract Signature Page (Form 9)
- M. Insurance (Refer to page 12, section VII, regarding Form 10)
- N. Business License: Vendors located in Muscogee County shall submit a current copy of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.  
  
If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located.  
  
If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager:  
706-225-3091
- O. Form W-9: Complete and return Page 1 of Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

## X. AWARD / NOTIFICATION / DELIVERY / INVOICE

- A. Award: This contract will be awarded in total to the lowest responsive, responsible bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required services, the City reserves the right to procure from other sources.
- B. Notification: After award of the bid, by Columbus City Council, the successful vendor shall receive orders on an "as needed" basis via written order.
- C. Delivery: All shipping, delivery, and/or freight charges must be included in the Unit Price. Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges. Deliveries shall be made to the following address:

METRA Transit System  
814 Linwood Blvd  
Columbus, GA 31901

- D. Invoices: After receipt of goods/services and upon satisfactory delivery, the successful vendor shall forward invoice(s) to the following address:

Columbus Consolidated Government  
Accounting Division  
P. O. Box 1340  
Columbus, Georgia 31902-1340

Invoice(s) shall reference the bid number (**RFB No. 26-0034**) and/or purchase order number. Failure to reference the bid number will delay payment of the invoice.

## **XI. TERMINATION OF CONTRACT**

**Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**Compensation:** Payment for completed supplies delivered and accepted by the city shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

**Excuse for Nonperformance or Delayed Performance:** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was

occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

**DETAILED SPECIFICATIONS  
TIRE LEASING SERVICES FOR METRA  
(ANNUAL CONTRACT)  
RFB No. 26-0034**

**1. GENERAL CONDITIONS**

- A. All materials used to manufacture the tires furnished under this bid shall conform to all applicable U. S. Government, State of Georgia laws and regulations, and likewise the manufacturing of the tires furnished shall conform to all applicable Federal, State, and local laws and regulations.
- B. No advantage shall be taken by the Contractor or his Sub-Contractor in the omission of any part or detail that goes to make the tires complete and ready for service.
- C. The Contractor shall assume responsibility for all material and accessories manufactured by Contractor and warranties by the Contractor.
- D. At present METRA Transit System utilizes 275/70R 22.5, 255/70R 22.5, 305/70R 22.5, LT225/75R 16, and 245/70R 19.5 mileage tires from Bridgestone Americas Tire Operations, LLC. If the successful bidder is not Bridgestone Americas Tire Operations, LLC the METRA Transit System will exercise the option to run-out the existing inventory.
- E. Contractor shall be responsible for disposal of scrap tires supplied by Contractor at no charge to METRA.

**2. PRICE FOR LEASE OF TIRES**

The price quoted shall be stated on a per "Tire" mile basis for the furnishing of six (6) tires per vehicle. The same price per "Tire" mile shall also apply to mileage accumulated by recapped tires, if any.

**3. RECORD KEEPING**

- A. The METRA Transit System shall keep all records of the mileage records reasonably required.
- B. The METRA Transit System will keep the mileage record of each bus and shall furnish the Contractor with a list of each vehicle together with the monthly mileage for each vehicle at the end of each and every month during the term of the contract and such report or record will be used by the Contractor in computing the monthly statement.
- C. The METRA Transit System will pay to the Contractor, the required payment due under the contract within thirty (30) days from date of invoice.
- D. The Contractor will provide a monthly mileage analysis for each bus for the previous month reported. The analysis will be comprised of a complete inventory of tire locations on buses.
- E. The METRA Transit System will not track brand names or numbers for the vendor.

**4. TIRES FURNISHED**

- A. Tires furnished shall be new and all tires furnished shall meet all applicable Federal and State laws and regulations.

- B. Recap tires may be used only on the rear axle of Transit vehicles and such rear tires used shall be properly mated and in a condition suitable to METRA Transit System and such recaps shall comply with all applicable Federal and State laws and regulations.
- C. The sixteen (16) Dial-A-Ride buses will run original tires at all times.
- D. There are thirty-two (32) fixed route buses.

**5. DELIVERY**

- A. All tires shall be priced with freight included and delivered to METRA Transit System. The City will not pay any additional delivery charges or fees.
- B. The Contractor shall furnish an adequate number of spare tires, at a maximum level determined by Contractor.
- C. Contractor will have thirty (30) days from the date of written order to deliver tires furnished under the contract.

**6. STORAGE OF SPARE TIRES**

METRA Transit System will furnish adequate indoor and secure storage and workspace for the storage and maintenance of tires used on its vehicles.

**7. PATENTS**

The Contractor shall agree to save, keep, bear harmless and indemnify METRA and all its employees or agents from damages, costs or expenses in law and equity, that may arise, for infringement of the patent rights of a third party in consequence or the use by the Contractor or by any of its employees or agents, of articles supplied under his proposal or contract, arising from bids submitted and of which the Contractor is not lawfully entitled to lease or sell. METRA will give to the manufacturer prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through his counsel, to defend, settle, or alternatively dispose of same and will give all needed information assistance and authority to enable Contractor to do so. Contractor makes no warranty and will not indemnify the METRA against infringement by reason of the use thereof, either in combination with other products or in the operation of any process or use of products other than for their intended purpose. Contractor reserves the right to modify or replace any tire alleged to constitute an infringement or to remove such product and refund the amount paid by the METRA Transit System thereof. The foregoing states the entire liability of Contractor with regard to patent liability.

**8. REQUIRED PROVISION FOR CONTRACTS**

Changes to any portion of this contract shall not be binding on either party except when specifically confirmed in writing by an authorized representative of both parties by way of a written amendment to this contract and issued in accordance with the provisions hereof.

**9. SAFETY CERTIFICATION**

The bidder will furnish written certification that the tires furnished under the contract will comply with all applicable Federal, State and Local laws and regulations.

**10. LEASED VEHICLES**

METRA will not transfer, sublet or lend the tires furnished by, or permit the tires to be used by anyone other than METRA, without the prior written consent of the Contractor. METRA represents and warrants that it outright owns all vehicles referenced in the Description of Transit Vehicles in Section 11 hereof. If, during the term of this contract, METRA acquires the right to

operate any vehicles not owned by it by entering into a rental or other form of agreement with the owner of such vehicles (“Leased Vehicles”), METRA agrees that: (a) METRA will notify Contractor of such an agreement; (b) all Leased Vehicles will be furnished to METRA less tires so that such Leased Vehicles may be equipped with Contractor’s tires (which tires shall be subject to the terms of this contract); and (c) METRA shall obtain from the owner of such Leased Vehicles an

acknowledgement as of Contractor’s ownership and right to possession of all tires supplied under this contract and a statement that such owner waives any and all rights to such tires. Should METRA terminate or otherwise lose possession of any of the Leased Vehicles equipped with Contractor’s tires, METRA shall pay for each tire on such Leased Vehicle as set forth in Section 14, Loss and Abuse of Tires”.

**11. DESCRIPTION OF TRANSIT VEHICLES**

A. Following is a description of the Transit vehicles presently in service.

# of Vehicles	Make/Model	Year	Wheel Type (Steel/Aluminum)	Tire Size
3	Gillig/ 30ft Trolley	2010	Steel	275/70R 22.5
1	Gillig/35ft LF	2011	Aluminum	305/70R 22.5
1	Gillig/ 30ft Trolley	2017	Steel	275/70R 22.5
1	Gillig/35ft LF	2018	Aluminum	305/70R 22.5
2	Gillig/35ft LF	2019	Aluminum	305/70R 22.5
4	Gillig/30ft LF	2021	Aluminum	275/70R 22.5
4	Gillig/30ft LF	2022	Aluminum	275/70R 22.5
4	Ford Champion Challenger	2019	Steel	LT225/75R 16
2	Ford Champion Challenger	2020	Steel	LT225/75R 16
7	Ford Champion Challenger	2021	Steel	LT225/75R 16
5	New Flyer/ 35ft LF	2016	Aluminum	305/70R 22.5
5	New Flyer/35ft LF	2020	Aluminum	305/70R 22.5
1	New Flyer/35ft LF	2021	Aluminum	305/70R 22.5
1	New Flyer/35ft LF	2022	Aluminum	305/70R 22.5
3	New Flyer/35ft LF	2026	Aluminum	305/70R 22.5
2	New England Fronrunner	2024	Steel	LT225/75R 16
1	Arboc / Chevy Spirit of Freedom	2025	Steel	LT225/75R 16
1	Optima/AH28 Streetcar Trolley	2005	Steel	255/70R 22.5

B. The METRA Transit System may purchase additional vehicles during the term of this agreement. The Contractor will be required to provide tires for these new vehicles in accordance with this agreement.

C. Rates for different vehicles, or for tire sizes other than those already addressed in the contract, shall be mutually agreed upon. The Contractor will be given sixty (60) days prior

notice for delivery of tires to the bus manufacturer's continental U.S. Facility and upon delivery, the City will assume responsibility for the tires in accordance with this agreement. If any of such vehicle equipped with tires furnished by the Lessor shall be driven overland instead of being shipped, METRA shall pay the Contractor the following month for use of such tires at the billing rate in effect for said tire size within thirty (30) days after receipt of invoice.

Tires lost, stolen or damaged while in possession of the bus manufacturer, dealer or seller, or while the bus is being delivered, shall be paid for by the City.

## 12. TIRE CONTRACT

- A. The METRA Transit System will award the contract to one supplier and tires of that supplier shall be used on its vehicles during the term of the contract, however, METRA reserves the right to test special mileage commercial tires other than the Contractor's on not more than five (5%) percent of its fleet. The Contractor shall not be responsible for any warranties or services related to any such tires from companies other than the contractor.
- B. The contract term shall be for three (3) years, with no renewal options.
- C. **Run-Out Option:** At contract termination, in the event of a change in supplier, and upon written notification by CERTIFIED MAIL thirty (30) days prior to the expiration date of the contract, METRA may exercise an option to continue utilizing the Contractor's tires, for a thirty-six (36) month period based upon the following conditions: (1) The rental rate shall be the rate in effect immediately preceding the expiration date. (2) METRA shall continually use such tires, insofar as practicable on its highest-mileage runs, until they are rendered permanently unfit for service. (3) No additional tires, service, supplies or equipment are to be furnished by Contractor during such extension unless mutually agreed upon by both METRA and Contractor. (4) Upon expiration of said run out period, METRA shall pay for any mileage remaining thereon at the rental rate in effect immediately preceding the expiration date. The remaining mileage shall be determined in accordance with **14. Loss and Abuse of Tires**. Any payment for tires required to be purchased by METRA under this paragraph shall be made within thirty days after the date of invoice covering the purchase thereof. METRA will acquire each such used tire as is, and Contractor makes no warranties as to the condition or fitness for continued use of such tires.
- D. In lieu of the above run-out option, METRA will purchase any mileage remaining thereon at the rental rate in effect immediately preceding the expiration date on the terms specified in Paragraph C above.

## 13. REMOVAL OF BUSES FROM SERVICE

- A. If the METRA Transit System desires to permanently dispose of or remove from service certain parts of or all of its fleet or equipment, it will give thirty (30) days' prior notice to the Contractor.
- B. If the METRA Transit System does remove or sell certain buses equipped with Contractor tires such tires will be removed and used on other Metra buses. Unless Contractor directs otherwise, METRA shall purchase the unused mileage in each tire and, for any tires that remain in stock after such disposal or removal from service that cannot be used on other vehicles in METRA's fleet. Contractor shall have the right to request the removal of all serviceable Contractor tires on vehicles that remain parked or inactive for more than ninety (90) days and return such tires to METRA's reserve supply. Such tires shall be replaced

with scrap tires, if available. Payment for the unused tire mileage acquired by METRA under this paragraph shall be on the basis set forth in Section 14, Loss and Abuse of Tires, METRA shall purchase the unused mileage in each tire, and for any tires which remain in stock, after such vehicles have been sold or disposed of which cannot be used on other vehicles in the METRA's fleet.

**14. LOSS AND ABUSE OF TIRES**

If any tires are lost or stolen from buses or garages, or are damaged or destroyed by fire, collision or accidents or negligent or improper use (other than cuts, bruises, etc. encountered in normal operation), the METRA Transit System will reimburse Contractor for such tires by paying for any mileage remaining thereon at the rental rate then in effect. The remaining mileage for original and retread tires shall be determined by multiplying the number of 32nds of an inch of available rubber remaining on each tire by the applicable cost per 32<sup>nd</sup> then in effect and shown on a separate page submitted with the bidder's bid package. When a tire is not available for inspection to apply the above calculation (s) whether lost, stolen or otherwise missing, or destroyed by fire, or involved in an accident, reimbursement shall not be in excess of fifty percent (50%) of the current value of a similar tire, unless Contractor can provide an auditable accounting of the tire's accurate mileage just prior to the loss.

METRA will not pay for tire replacement caused by road hazards, sidewall-impacts, curbing, etc.

**15. TAXES**

Columbus Consolidated Government and METRA Transit System are exempt from payment of Federal Excise Taxes and State Property and Use Taxes. These taxes shall not be included in bid proposals, and further these taxes shall not be charged to METRA when new tires or tubes are delivered for use by METRA.

**16. PROJECTED ANNUAL MILEAGE**

The projected annual mileage for the fleet is 2,000,000.

**17. SERVICES PROVIDED BY METRA**

A. METRA will make all wheel changes to and from coaches in the METRA garages during the hours the servicemen are available, mount, and demount tires from rims, repair all tubes and supply all equipment and materials necessary to perform such service. Contractor is not responsible for providing on-site service personnel to perform tire maintenance. However, it is necessary for contractor to provide an annual Management Information System (MIS) report.

B. METRA will keep on hand a mutually agreeable number of mounted spare tires and mounted tires for buses, so that METRA at all times may have satisfactory stock of tires to insure continuous operation of its buses.

C. METRA will not re-groove tires. Manufacturer may re-groove tires at its expense.

**18. TIRE TYPE**

Tires furnished shall be special transit mileage tires, capable of being recapped: 255/70R 22.5; 275/70R 22.5; 305/70R 22.5. Tires shall be a minimum of sixteen (16) ply load range H and of the City-Suburban type, 55 mph mileage tire, presently used by METRA Transit System.

The City requires that tires supplied be branded prior to delivery with an identification number as a means of record keeping. It is not the City's intention to provide or track individual brand numbers for Contractor. The City recognizes that tire size 255/70R 22.5 is not a special mileage transit tire; this size is in tire manufacturer's commercial product line.

**GENERAL INSTRUCTIONS  
TIRE LEASING SERVICES FOR METRA  
(ANNUAL CONTRACT)  
RFB No. 26-0034**

These specifications are intended to provide for and require a complete finished job as described, ready for service and of durable construction in all respects. Bidders should notify the City if any item that is clearly necessary to complete the work has been omitted from the specifications (or if any item has been inappropriately specified) and should propose suitable corrections for the City to consider.

All units or parts not specified shall be standard units or parts, conforming to the highest material, design, and work-quality standards known. All parts shall be new; used, reconditioned, or obsolete parts are unacceptable. Design of parts and equipment shall maximize interchangeability among all units.

All work shall conform to the highest standard of accepted commercial practice in its class and shall result in a neat and finished appearance. All exposed surfaces and edges shall be smooth and free from burrs and other projections.

Wherever brand name materials, components, and or equipment are mentioned in these specifications, the phrase "or approved equal" shall be understood to follow; bidders must receive written approval for any proposed substitution(s) before they submit their bids regardless of the use of brand names, bidders are responsible for satisfying performance, warranty, and other contractual requirements in these specifications.

The contractor is responsible for materials and equipment used, whether made by it or purchased under subcontract from outside sources and shall not delegate responsibility to suppliers or other sources under any conditions.

Bids shall state the terms of payment offered and shall remain in effect for at least thirty (30) days after the bid opening. Bids shall also state the earliest possible completion schedule, no later than thirty (30) days after receipt of a purchase order from the City. Bid prices shall be FOB the site designated by the City, delivered and installed. The City is exempt from payment of Federal, state, and local taxes; such taxes must not be included in bids. The City will furnish copies of tax-exemption certificates as needed.

In determining the successful bidder, the City shall consider;

- price (payment terms of net 30 days after acceptance);
- financial responsibility;
- responsiveness to contractual and technical specifications;
- suitability of the equipment offered for local use; and - the City's past experience.

Requests for approved equals and clarifications or protest of the specifications must be received by the City in writing at least five (5) days before the bid opening date. Requests for approved equals or protest of the specifications must be fully supported with technical data, test results, or other pertinent information to show the substitute or change offered is equal to or better than the specifications equipment. When approved equals are requested for any item required in the specifications to be tested, test results must be submitted for the substitute offered.

The City's replies to timely requests for approved equals and clarifications or protest of the specifications will be postmarked at least five (5) days before the bid opening date. Specification changes will be made by addendum.

Appeal of the City's decisions by the bidder (or an adversely affected potential subcontractor) must be received by FTA in writing at least three (3) days before the bid opening date. The City must receive written notice at the same time, indicating the nature of the appeal. The City will send FTA a copy of all earlier correspondence on the subjects covered by the appeal. In deciding appeals, FTA will consider only the documentation developed in negotiations between the City and the bidder and information obtained by specific requests to the City, the bidder, or other third party.

When it receives notice that an appeal has been submitted to FTA, the City will contact the appropriate FTA officials immediately to determine if bid opening should be postponed. If bid opening is postponed, the City will send a notice to all persons and firms who were given a copy of the specifications to say that an appeal has been filed and that bid opening is postponed until FTA has issued its decision. An appeal to FTA may be withdrawn at any time before FTA has issued its decision. FTA's decision on any appeal will be final; no further appeals will be considered by FTA. Bid opening will be rescheduled by appropriate addenda. The City may postpone bid opening for its own convenience.

Propose changes or revisions to the contract awarded from this Invitation for Bids must be submitted to the City for its consideration and written approval before taking effect.

# APPENDIX A

## FEDERAL TRANSIT ADMINISTRATION (FTA) CONTRACT CLAUSES

(Excluding Micro-Purchases, and exceptions as noted within each clause)

Revised: June 2022

# FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES INDEX

1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES .....	25
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.....	25
3. ACCESS TO RECORDS AND REPORTS .....	26
4. FEDERAL CHANGES.....	26
5. CIVIL RIGHTS LAWS AND REGULATIONS .....	26
6. ENERGY CONSERVATION.....	28
7. TERMINATION .....	29
8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT) .....	32
9. BUY AMERICA REQUIREMENTS.....	33
10. BREACHES AND DISPUTE RESOLUTION.....	35
11. LOBBYING RESTRICTIONS.....	36
12. CLEAN AIR ACT .....	39
13. CLEAN WATER REQUIREMENTS .....	39
14. CARGO PREFERENCE REQUIREMENTS .....	40
15. FLY AMERICA.....	40
16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) .....	41
17. RECYCLED PRODUCTS .....	42
18. EQUAL OPPORTUNITY CLAUSE.....	43
19. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	47
20. SAFE OPERATION OF MOTOR VEHICLES.....	48
21. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS.....	48
22. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....	49

## 1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

**Applicable to:** All contracts.

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

## 2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

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

**Applicable to:** All contracts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Read and Initial This Page:** \_\_\_\_\_

### 3. ACCESS TO RECORDS AND REPORTS

49 U.S.C. § 5325(g)  
2 C.F.R. § 200.333  
49 C.F.R. part 633

**Applicable to:** *All contracts.*

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

**b. Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**c. Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

**d. Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

### 4. FEDERAL CHANGES

49 CFR Part 18  
2 CFR 200

**Applicable to:** *All contracts.*

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

### 5. CIVIL RIGHTS LAWS AND REGULATIONS

**Applicable to:** *All contracts.*

**1 Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

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

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity,"

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September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

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

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

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

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

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

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

**2. Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

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**3. Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

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

**5. Special DOL EEO Clause – Applies only to construction contracts > \$10,000**

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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

## **6. ENERGY CONSERVATION**

42 U.S.C. 6321 et seq.  
49 CFR Part 622 subpart C

**Applicable to:** *All contracts.*

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

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## 7. TERMINATION

2 C.F.R. § 200.339

2 C.F.R. part 200, Appendix II (B)

***Applicable to:*** All contracts greater than or equal to \$10,000.

### **Termination for Convenience (General Provision)**

METRA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in METRA'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 Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, METRA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by METRA 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, METRA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

### **Opportunity to Cure (General Provision)**

METRA, 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 Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

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

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

METRA, by written notice, may terminate this contract, in whole or in part, when it is in METRA's interest. If this contract is terminated, METRA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

### **Termination for Default (Supplies and Service)**

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, METRA may terminate this contract for default. METRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will

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only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of METRA.

#### **Termination for Default (Transportation Services)**

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

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of METRA, protect and preserve the goods until surrendered to METRA or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

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

#### **Termination for Default (Construction)**

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

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

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

METRA may terminate this contract in whole or in part, for METRA's convenience or because of the failure of the Contractor to fulfill the contract obligations. METRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to METRA 's Contracting

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Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of METRA, METRA's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, METRA may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by METRA. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

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

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

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

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

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**8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION  
(NONPROCUREMENT)**

2 C.F.R. part 180

2 C.F.R part 1200

2 C.F.R. § 200.213

2 C.F.R. part 200 Appendix II (I)

Executive Order 12549

Executive Order 12689

***Applicable to: All contracts greater than or equal to \$25,000.***

**Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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

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

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

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

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**9. BUY AMERICA REQUIREMENTS**

49 U.S.C. 5323(j)  
49 C.F.R. part 661

*Applicable to: Construction contracts and acquisition of goods or rolling stock greater than or equal to \$150,000.*

**Buy America**

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. The bidder or offeror must submit to METRA the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

***In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.***

*Certificate of Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

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

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

Company: \_\_\_\_\_

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

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

*Certificate of Non-Compliance with Buy America Requirements*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

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

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

Company: \_\_\_\_\_

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

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

**In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:**

*Certificate of Compliance with Buy America Rolling Stock Requirements*

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

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

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

Company: \_\_\_\_\_

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

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

*Certificate of Non-Compliance with Buy America Rolling Stock Requirements*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

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

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

Company: \_\_\_\_\_

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

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

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## 10. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18  
FTA Circular 4220.1F

**Applicable to:** *All contracts greater than or equal to \$250,000.*

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Columbus Consolidated Government/METRA Transit System. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. 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 Columbus Consolidated Government/METRA Transit System shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by Columbus Consolidated Government/METRA Transit System, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Columbus Consolidated Government/METRA Transit System and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Columbus Consolidated Government/METRA Transit System is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Columbus Consolidated Government/METRA Transit System, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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## 11. LOBBYING RESTRICTIONS

31 U.S.C. § 1352  
2 C.F.R. § 200.450  
2 C.F.R. part 200 appendix II (J)  
49 C.F.R. part 20

**Applicable to:** *All contracts greater than or equal to \$100,000.*

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

### **Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of their knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be

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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 *[Print]* and Title of Contractor's Authorized Official  
\_\_\_\_\_ Name of Organization  
\_\_\_\_\_ Date Signed

### Standard Form-LLL – Disclosure Form to Report Lobbying

Organizations using non-Federal Transit Administration (FTA) funds for lobbying must submit a “Disclosure of Lobbying Activities” form (SF-LLL) to report these activities and to identify the name of the individuals performing lobbying services.

Organizations must submit an SF-LLL as often as once per calendar quarter, depending on whether their lobbying activities change materially. If the activities change materially, the recipient must file an additional form for that quarter. The regulation defines Material changes to include:

- (1) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
- (2) a change in the person or individuals influencing or attempting to influence a covered Federal action; or
- (3) a change in the agency officers, employees, or Members of Congress or their employees or officers, contacted to influence or attempt to influence a covered Federal action.

*[Please fill out one or the other.]*

The undersigned states, to the best of their knowledge and belief, that:

Their organization **has not used** any funds to pay, or is planning on paying, any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment.

If this status changes during the term on the contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with instructions.

\_\_\_\_\_ Signature of Contractor's Authorized Official  
\_\_\_\_\_ Name *[Print]* and Title of Contractor's Authorized Official  
\_\_\_\_\_ Name of Organization  
\_\_\_\_\_ Date Signed

The undersigned states, to the best of their knowledge and belief, that:

Their organization **has used** non-federal funds to pay, or is planning on paying, any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment.

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The undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with instructions and in accordance with all reporting requirements.

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

\_\_\_\_\_ Name *[Print]* and Title of Contractor's Authorized Official

\_\_\_\_\_ Name of Organization

\_\_\_\_\_ Date Signed

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## 12. CLEAN AIR ACT

42 U.S.C. §§ 7401 – 7671q

33 U.S.C. §§ 1251-1387

2 C.F.R. part 200, Appendix II (G)

**Applicable to:** *All contracts greater than or equal to \$150,000.*

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

### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to METRA and understands and agrees that METRA will, in turn, report each violation as required to assure notification to METRA, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

## 13. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251 - 1387

**Applicable to:** *All contracts and subcontracts greater than or equal to \$150,000.*

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to METRA and understands and agrees that METRA will, in turn, report each violation as required to assure notification to METRA, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

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## 14. CARGO PREFERENCE REQUIREMENTS

*Applies to Rolling Stock, Construction, Material & Supplies that may be transported by ocean vessel.*

46 U.S.C. § 55305  
46 C.F.R. part 381

**Applicable to:** *All contracts involving equipment, materials, or commodities which may be transported by ocean vessels.*

### **Cargo Preference - Use of United States-Flag Vessels**

#### **The contractor agrees:**

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 15. FLY AMERICA

49 U.S.C. § 40118  
41 C.F.R. part 301-10  
48 C.F.R. part 47.4

**Applicable to:** *All contracts that have transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

### **Fly America Requirements**

a) Definitions. As used in this clause—

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

**Read and Initial This Page:** \_\_\_\_\_

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

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

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

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

---

*(End of statement)*

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

**16. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 C.F.R. part 26

***Applicable to:*** All contracts

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

In compliance with the requirements of 49 C.F.R. part 26:

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

**Read and Initial This Page:** \_\_\_\_\_

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible [see 49 C.F.R. § 26.13(b)].

b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph [see 49 CFR 26.13(b)]. Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.

c. Per 49 C.F.R. § 26.29(a), the contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from METRA. In addition, the contractor may not hold retainage from its subcontractors. The contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed. The contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the METRA and the contractor's receipt of the partial retainage payment related to the subcontractor's work.

d. **Prompt Payment** – The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

f. For contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE [see 49 C.F.R. § 26.53(f) (1)].

## 17. RECYCLED PRODUCTS

42 U.S.C. 6962  
40 CFR Part 247  
2 CFR Part 200.322  
Executive Order 12873

Read and Initial This Page: \_\_\_\_\_

**Applicable to:** *The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. These regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.*

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

## 18. EQUAL OPPORTUNITY CLAUSE

Executive Order 11246

**Applicable to:** *All contracts.*

(a) **Government contracts.** Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) **Federally assisted construction contracts.** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

**Read and Initial This Page:** \_\_\_\_\_

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) **Subcontracts.** Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) **Inclusion of the equal opportunity clause by reference.** The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts

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for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) **Incorporation by operation of the order.** By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written

(f) **Adaptation of language.** Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

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

2 CFR 200.216

***Applicable to:*** All contracts.

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is defined as telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services procured or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also §200.471.

## 20. SAFE OPERATION OF MOTOR VEHICLES

23 U.S.C. part 402  
Executive Order No. 13043  
Executive Order No. 13513  
U.S. DOT Order No. 3902.10

**Applicable to:** *All contracts.*

### **Seat Belt Use**

FTA encourages the adoption and promotion of on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or by METRA.

### **Distracted Driving**

FTA encourages the adoption and enforcement of workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

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

FTA Master Agreement §39(b)

**Applicable to:** *Contracts greater than or equal to \$25,000.*

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

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

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Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and METRA, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

**Additional Notice to U.S. DOT Inspector General.** The Contractor must promptly notify METRA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which METRA is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with METRA involving a principal, officer, employee, agent, or Third Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions

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

FTA Circular 4220.1F

***Applicable to: All contracts.***

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

**Read and Initial This Page:** \_\_\_\_\_

**BID FORM  
TIRE LEASING SERVICES FOR METRA  
(ANNUAL CONTRACT)  
RFB No. 26-0034**

**IMPORTANT INFORMATION:**

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, **to exclude E-Verify Affidavit and Communication Concerning This Solicitation form**. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following checklist to verify the items are included in sealed bid:

- Bid Form  Pricing Page  E-Verify/GSICA  Communication Concerning This Solicitation
- Federal Compliance  Sam.gov  Addenda Acknowledgement  FTA Clauses  Copy of Safety Certificate
- Product Literature  Contract Signature Page  Insurance  W-9 Rev 2024  Business License

The undersigned hereby agrees that he/she has carefully examined the specifications herein referred to and will provide all furnish all necessary labor, equipment, services and terms to the Consolidated Government of Columbus and will perform said work in the manner specified.

**\*All shipping, delivery, and /or freight charges must be included in unit price. Columbus Consolidated Government will pay no additional shipping, delivery, freight charges or any other additional fees.**

**VENDOR AGREES TO MAKE DELIVERY WITHIN THIRTY (30) BUSINESS DAYS AFTER RECEIPT OF ORDERS:**

\_\_\_\_\_ YES    \_\_\_\_\_ NO    IF NO, HOW MANY DAYS? \_\_\_\_\_

\_\_\_\_\_  
Vendor's Name Website

\_\_\_\_\_  
Vendor's Street Address (P. O. Boxes will Render Bid Incomplete)City State      Zip

\_\_\_\_\_  
Vendor's Remittance or Mailing Address (If different) City      State      Zip

\_\_\_\_\_  
Phone Number Fax Number      Email Address

\_\_\_\_\_  
Signature of Authorized Representative "Print" Name and Title      Date of Signature

**If certified as a DBE or WBE, list the certifying agency: \_\_\_\_\_**

**PRICING PAGE  
TIRE LEASING SERVICES FOR METRA  
(ANNUAL CONTRACT)  
RFB No. 26-0034**

Upon receipt of contract acceptance, the undersigned (as bidder) hereby agrees to furnish to the Columbus Consolidated Government METRA Transit System goods and/or services in accordance with the specifications and instructions herein attached which are known to and understood by the bidder.

Bidder has submitted this bid with the understanding that the Columbus Consolidated Government METRA Transit System acceptance in writing of this offer to furnish the goods and/or services described herein shall constitute a contract between the bidder and the City which shall bind the bidder on its part to furnish and deliver (at the prices bid and in accordance with the terms and conditions set forth in these specifications) the following:

The prices below are total prices delivered to the City as described herein. Except as stated in the instructions, the City will pay no charges which are not included in the bid prices below. Any and all deviations from the specifications must be approved by METRA in advance of changes/revisions to items to be furnished and delivered. Additional cost resulting from contractor requested and approved revisions are the responsibility of the contractor.

\* \* \* \* \*

**FIRM FIXED PRICE PROPOSAL**

<sup>1</sup>Anticipated Monthly Tire Mileage are vehicle miles. Anticipated monthly miles is for all six (6) wheel positions.

<sup>2</sup>Base Rate Per Mile is a **per vehicle** mile rate. Column should reflect pricing for all six (6) wheel positions / one (1) complete vehicle.

<b>TIRE LEASING – YEAR 1</b>			
<b>32<sup>ND</sup> PER TIRE SIZE</b>	<b>ANTICIPATED MONTHLY TIRE MILEAGE<sup>1</sup> x MONTHS/YEAR</b>	<b>BASE RATE PER MILE<sup>2</sup></b>	<b>ESTIMATED FIXED ANNUAL COST</b>
275/70R22.5	12 x 24,000	\$	\$
255/70R22.5	12 x 2,000	\$	\$
305/70R22.5	12 x 54,000	\$	\$
LT225/75R16	12 x 4,700	\$	\$
<b>YEAR 1 TOTAL</b>			<b>\$</b>

**PRICING PAGE, Continued**  
**TIRE LEASING SERVICES FOR METRA**  
**(ANNUAL CONTRACT)**  
**RFB No. 26-0034**

TIRE LEASING – YEAR 2			
32 <sup>ND</sup> PER TIRE SIZE	ANTICIPATED MONTHLY TIRE MILEAGE <sup>1</sup> x MONTHS/YEAR	BASE RATE PER MILE <sup>2</sup>	ESTIMATED FIXED ANNUAL COST
275/70R22.5	12 x 24,000	\$	\$
255/70R22.5	12 x 2,000	\$	\$
305/70R22.5	12 x 54,000	\$	\$
LT225/75R16	12 x 4,700	\$	\$
<b>YEAR 2 TOTAL</b>			<b>\$</b>

TIRE LEASING – YEAR 3			
32 <sup>ND</sup> PER TIRE SIZE	ANTICIPATED MONTHLY TIRE MILEAGE <sup>1</sup> x MONTHS/YEAR	BASE RATE PER MILE <sup>2</sup>	ESTIMATED FIXED ANNUAL COST
275/70R22.5	12 x 24,000	\$	\$
255/70R22.5	12 x 2,000	\$	\$
305/70R22.5	12 x 54,000	\$	\$
LT225/75R16	12 x 4,700	\$	\$
<b>YEAR 3 TOTAL</b>			<b>\$</b>

**TOTAL PRICE FOR THREE (3) YEAR PROPOSAL:**      \$ \_\_\_\_\_

**VENDOR NAME:** \_\_\_\_\_

**PRINT NAME OF AUTHORIZED AGENT:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED AGENT:** \_\_\_\_\_

# FORM 3

## CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Company ID Number (*numerical, 4-7 digits*)

\_\_\_\_\_  
Date of Authorization

**\*\*See [e-verify.gov](http://e-verify.gov) to access your E-Verify Company Identification Number.**

\_\_\_\_\_  
Name of Contractor

**Tire Leasing Services for METRA (Annual Contract) – RFB No. 26-0034**

\_\_\_\_\_  
Name of Project

**Columbus Consolidated Government**

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

*Subscribed and sworn before me on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

AFFIX STAMP / SEAL

\_\_\_\_\_  
*NOTARY PUBLIC*

*My Commission Expires:*

**A properly completed, notarized/stamped E-Verify Affidavit must be included with bid submittal; failure to do so will render the submittal non-responsive and ineligible for further consideration.**

**CONFLICT OF INTEREST AFFIDAVIT:**

**THIS PAGE MUST BE SIGNED, NOTARIZED/STAMPED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.**

**Pursuant to Columbus Georgia Code Part I – Charter, Appendix Two Code of Ethics and Prohibited Practices:**

I hereby declare that any person(s) employed by the City of Columbus, who has direct or indirect personal or financial interest in this solicitation, has been identified and the interest disclosed below. (Please include in your disclosure any interest which you know of).

An example of a direct interest would be a City of Columbus employee, City of Columbus City Council Member, who would be paid to perform services if awarded the contract.

An example of indirect interest would be a City of Columbus employee who is related to any officers, employees, principal, or shareholders of your firm or to you. (If in doubt as to status or interest, please disclose to the extent known).

**CONFLICT OF INTEREST:       YES       NO**

**Disclosed Conflict of Interest(s):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the information on this form is complete and accurate. If necessary, I will provide the information required to verify this data (e.g., pay stubs, bank account statements, etc.). I, therefore, authorize such verification, and I will provide the supporting documentation, if necessary.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

\_\_\_\_\_  
**Signature of Authorized Officer or Agent**

\_\_\_\_\_  
**Printed Name and Title of Authorized Officer or Agent**

*Subscribed and sworn before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.*

AFFIX STAMP / SEAL

\_\_\_\_\_  
**NOTARY PUBLIC**

*My Commission Expires:*

\_\_\_\_\_

# FORM 5

## COMMUNICATION CONCERNING THIS SOLICITATION

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.**

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

-----

**I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.**

**Vendor Name:** \_\_\_\_\_

**Print Name of Authorized Agent:** \_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

*In the event a procurement under this contract is federally funded, the Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. The Contractor will be notified if the procurement is federally funded.*

With regards to “**Rights to Inventions Made Under a Contract or Agreement**,” If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200, Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:

- (a) **Title VII of the Civil Rights Act of 1964 (P.L. 88-352)** which prohibits discrimination on the basis of race, color or national origin;
- (b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) the **Fair Labor Standards Act of 1938 (29 USC 676 et. seq.)**,
- (d) **Section 504 of the Rehabilitation Act of 1973, as implemented by Executive Orders 11914 and 11250**, which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
- (e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) the **Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)**, as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) the **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616)**, as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) **§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3)**, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)**, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
- (l) applicable provisions of the **Clean Air Act (42 U.S.C. §7401 et seq.)**, the **Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.)**, **Section 508 of the Clean Water Act (33 U.S.C. 1368)**, **Permits required by Section 404 of the Clean Water Act, Executive Order 11738, Endangered Species Act (P.L. 93-205)**, and the **Environmental Protection Agency regulations at 40 CFR Part 15**;
- (m) **DBE requirements found at 40 CFR Part 33, Executive Order 11246, and Equal Employment Opportunity regulations at 41 CFR § 60-4**;
- (n) applicable provisions of the **Davis-Bacon Act (40 U.S.C. 276a - 276a-7)** as it relates to cleanup activities, the **Copeland Act (40 U.S.C. 276c)**, the **Anti-Kickback Act (40 USC § 3145)**, the **OSHA Worker Health & Safety Standard (29 CFR § 1910.120)**, and the **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**, as set forth in Department of Labor Regulations at 20 CFR 5.5a;
- (o) applicable provisions of **Uniform Relocation Act (40 USC § 61)** and the **National Historic Preservation Act (16 USC § 470)**;
- (p) the 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 (P.L. 94-163)**.
- (q) the Buy America sourcing requirements in the **Build America, Buy America Act (41 U.S.C. § 8301-8305)**;
- (r) the general provisions of **Section 3** offering economic opportunities for low-income persons (**12 U.S.C. 1701u**).

**To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:**

**Vendor Name:** \_\_\_\_\_

**Signature of Authorized Agent:** \_\_\_\_\_

**Print Name and Title of above Agent:** \_\_\_\_\_

**SAM.gov**  
**Unique Entity ID**

**Tire Leasing Services for METRA**  
**Annual Contract**  
**RFB No. 26-0034**

**This purchase may be funded with Federal funds.** Therefore, bidders are required to provide their UEI (Unique Entity ID) with their sealed bid submission for federal reporting requirements.

**Instructions:** Vendors submitting bids for this solicitation must register with SAM.gov at <https://sam.gov/content/home>. Once you have successfully registered with SAM.gov, you will receive a 'Unique Entity ID'. **Complete and return this form with your sealed bid submission.**

---

**Unique Entity ID (UEI)**

---

**UEI Expiration Date**

---

**Business Name** **Date**

---

**Authorized Signature** **Print Name**

**FORM 8**

**ADDENDA ACKNOWLEDGEMENT  
Tire Leasing Services for METRA  
(Annual Contract)  
RFB No. 26-0034**

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: <https://www.columbusga.gov/finance/Bid-Opportunities>. It is the vendors' responsibility to periodically visit the page to check for addenda, **both before the due date and prior to submitting a response in DemandStar.**

**IF ADDENDA WERE ISSUED:**

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:

Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____

**IF NO ADDENDA WERE ISSUED:**

By signing below, I acknowledge that I reviewed the Bid Opportunities page referenced above on \_\_\_\_\_ and did not see any addenda listed for this solicitation.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
**Business Name** **Date**

\_\_\_\_\_  
**Authorized Signature** **Print Name**

**FORM 9**

**CONTRACT SIGNATURE PAGE  
Tire Leasing Services for METRA  
(Annual Contract)  
RFB No. 26-0034**

**THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.**

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

\_\_\_\_\_  
Signature of Authorized Representative      Date

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Print Name of Authorized Signatory

(Corporate seal, if applicable)

*Company Street Address*

*Company Payment Address*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this \_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**B.H. "Skip" Henderson, III, Mayor**

\_\_\_\_\_  
**Clifton C. Fay, City Attorney**

**ATTEST:**

\_\_\_\_\_  
**Lindsey G. McLemore, Deputy Clerk of Council**

**INSURANCE CHECKLIST**  
**Tire Leasing Services for METRA**  
**(Annual Contract)**  
**RFB No. 26-0034**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE  
AND ENDORSEMENTS INDICATED BY "X"**

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

	<b>Required Coverage(s)</b>	<b>Limits (Figures denote minimums)</b>	<b>Bidders Limits/Response</b>
<b>X</b>	1. Worker’s Compensation and Employer’s Liability	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability</b>		
<b>X</b>	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	3. Independent Contractors and Subcontractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability</b>		
<b>X</b>	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
<b>X</b>	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
<b>X</b>	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<b>X</b>	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
<b>X</b>	24. The City shall be named Additional Insured on all policies		
<b>X</b>	25. Certificate of Insurance shall show <b>Solicitation Number RFB No. 26-0034</b> and <b>Solicitation Title Tire Leasing Services for METRA (Annual Contract)</b> in box: <b>Description of Operations</b>		
	26. Pollution:	\$2 Million per occurrence/claim	

\*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

**VENDOR'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required certificate(s).

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

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Print Name of Authorized Agent

## APPENDIX B

# DEMANDSTAR SUBMISSION INFORMATION

**Responses must be submitted via DemandStar. See the following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.**

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select “Columbus Consolidated Government” as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at <https://www.columbusga.gov/finance/Bid-Opportunities>.

Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <https://doas.ga.gov/state-purchasing/getting-started-supplier>.

***Excluding responses to Requests for Proposals (RFP)***, a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at <https://www.columbusga.gov/finance-2/Bid-Tabulations>.

**Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.**

The Purchasing Division sincerely appreciates your cooperation.

**ELECTRONIC SUBMITTAL CHECKLIST**  
Tire Leasing Services for METRA (Annual Contract)  
RFB No. 26-0034

**Submit your electronic response as instructed below:**

1. Vendors shall submit **only** the required documents listed using the “Bidder Response ALL Documents” function.
2. Zip files with multiple files are not acceptable; vendors shall submit one PDF file of their submittal.
3. Due to file size limitations that may occur, **please do not** resend the City’s RFP specifications. This information is already on file.
4. **In the event DemandStar requires a dollar value for your submittal, enter “0”.**

*This checklist is for informational purposes only. It is not intended to be part of the formal specifications. Refer to the General Specifications for Bid Submission Requirements.*

- BID FORM (FORM 1)
- PRICING PAGES (FORM 2) \*
- E-VERIFY/GSICA (FORM 3) \*
- CONFLICT OF INTEREST (FORM 4) \*
- COMMUNICATION CONCERNING THIS SOLICITATION (FORM 5) \*
- FEDERAL COMPLIANCE (FORM 6)
- SAM.gov (FORM 7)
- ADDENDA ACKNOWLEDGEMENT (FORM 8)
- CONTRACT SIGNATURE PAGE (FORM 9)
- INSURANCE CHECKLIST (FORM 10) OR SAMPLE CERTIFICATE
- FEDERAL CERTIFICATIONS (APPENDIX A)
- SAFETY CERTIFICATE
- PRODUCT LITERATURE
- BUSINESS LICENSE | OCCUPATION TAX CERTIFICATE
- FORM W-9 (PAGE 1 ONLY: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

\*Denotes mandatory submission requirement(s).

**NOTE:** After award of the contract by Columbus Council, awarded vendor will be notified to provide one identical hard copy of submitted proposal with original signatures.

The awarded vendor will receive a digital copy of the executed contract.

# Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

**It's EASY!** Get started with these 3 easy steps!

## 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



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206.940.0305

## 2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

## 3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State  County

City of Metropolis – Board of Commissioners

City of Metropolis Purchasing

Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency. Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
<b>Total</b>	(0 subscriptions)	<b>\$0/year</b>

Proceed to Checkout

Skip for Now

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



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206.940.0305

# Responding to an Electronic Bid

5 Step Instructions

# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web application interface for managing bids. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. Below the tabs is a header area with a 'Bids' button and a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. The list includes the following information for each bid:

Bid ID	Agency	Broadcast	Due	Planholders	Watch	Status
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch	Active
TESTBID	agency2.0, Texas, FL					Active

# Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

**TESTBID** Add

**Bid Details**

Agency Name: agency01  
Bid Writer: agency02  
Bid ID: E8D-02429H-0202AD  
**Bid Type**: E8D - E-BID  
Broadcast Date: 12/08/2022 2:42:44 PM Eastern  
Fiscal Year: 2022  
Due: 12/28/2022 11:00 PM Eastern  
Bid Status Text: BID STARTED

**Scope of Work**

scope to work

**Documents**

Filename	Type	Date Modified	Status
Item	Attachment	12/04/2022	Complete

**Distribution Info**

Bid Bond: None  
Plan (Assigned): None  
**E-Bidding**: Submit  
Distributed By: Demandstar  
Distribution Method: Download and Mail  
Distribution Options: Bid Fee No Bid/Prints/Assignment - None  
Project Estimated Budget: 1,000,000.00  
Distribution Notes: None

**Publications**

View Legal Aid

**Pre-Bid Conference**

No Pre-Bid Conference Data Found

**Commodity Code**

[001-000-00] PERSONAL SERVICES

 **Submit E-Bid Proposal**

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

**Enter "0" as your bid (proposal) amount.**

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenues, etc., that are entered directly into DemandStar.)

The screenshot shows the DEMANDSTAR interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The left sidebar shows 'E-Bid Progress' with three steps: 'Contact Information', 'Documents Upload', and 'Review Bid'. The 'Contact Information' step is active. The main form area contains the following fields:

- Company Name:** Calgon Carbon Corporation
- Address 1:** P. O. Box 717
- Address 2:** (optional)
- City:** Pittsburgh
- Country:** United States of Ame... (dropdown)
- State/Province:** Pennsylvania (dropdown)
- County:** Select... (dropdown)
- Postal Code:** 15200-0717
- Phone Number:** 4127876810
- Extension:** (optional)
- Bid Amount:** 127,000 (marked as invalid)
- Alternate Bid Amount:** Alternate Bid Amount (optional)
- Notes:** For the full 6 month contract (optional)

A 'Next' button is located at the bottom right of the form.

# Step 4

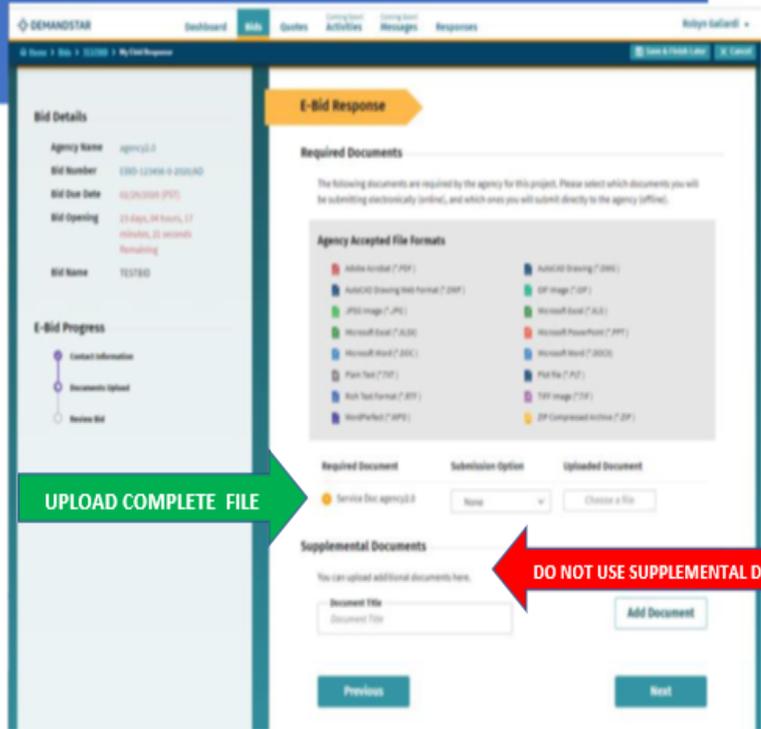
After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing only the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

**NOTE: Do not enter information using the "Supplemental Documents" function.**

*Due to file size limitations, please **do not** include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.*

**BEST PRACTICE TIP:** In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm).



# Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the 'Review Your E-Bid Response' interface on the DEMANDSTAR platform. The page is divided into several sections:

- Bid Details:** Agency Name: agency C.I., Bid Number: 080-02049-0-000010, Bid Due Date: 02/28/2024 09:01, Bid Opening: 27 days, 24 hours, 22 minutes, 47 seconds Remaining, Bid Name: 7127810.
- E-Bid Progress:** A vertical progress bar with three steps: Contact Information (completed), Documents Upload (completed), and Review Bid (current step).
- Contact Info:** Company Name: Calgon Carbon Corporation, Address 1: P.O. Box 117, Address 2: Pittsburgh, State: Pennsylvania, Country: United States of America, Postal Code: 15202-0717, Phone Number: 4127810000, Fax: Bid Amount: \$227,000.00, Alternate Bid Amount: Notes: For the full 6 month contract.
- Agency Required Documents:** Service Doc agency C.I.(Electronic/Online) and References(Electronic/Online) are listed with green checkmarks.
- Supplemental Documents:** A section for additional documents.
- Instructions:** A grey box containing a 4-step process: 1. After clicking "Submit Response" the following process will begin. 2. You will verify that your responses is complete as entered. 3. You will see a confirmation page with your confirmation number and date/time stamp of your upload. 4. You may track your response submission under the Responses page.
- Buttons:** 'Previous' and 'Submit Response' buttons are at the bottom. A red arrow points to the 'Submit Response' button.