

MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
PURCHASING AGENT: JASON ROSS
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SURPLUS EQUIPMENT BID 2019-18 USED BRAKE SHOES
Issue Date: JUNE 18, 2019

Milwaukee Transport Services (MTS), operator of the Milwaukee County Transit System (MCTS), is a quasi-governmental instrumentality of Milwaukee County. MTS is seeking bids to sell **USED BRAKE SHOES**. Sealed bids must be submitted to the Milwaukee Transport Services, (MTS), at the above address on or before:

2:00 P.M. CST – JULY 2, 2018

Bids will be publicly opened and read at the above opening date and time in Room 104 of the Administration Building- Materials Management Department. Late proposals will not be opened or accepted for evaluation. Any proposals received after the established due date and time at the place designated for receipt of proposals is late, without exception.

Sale Location: Milwaukee Transport Services, 1525 W. VINE ST., Milwaukee WI 53205

Items for Sale: Eleven (11) baskets each containing 99 used rear brake shoes M.A.N. # 6392472 weighing approximately 2,884 lbs. each for an estimated total weight of 23,072 lbs. and four (4) baskets each containing 117 used front brake shoes M.A.N. # 6392470 weighing approximately 2,736 lbs. each for an estimated total weight of 10,944 lbs. **BASKETS ARE NOT INCLUDED AND AWARDEE SHALL PROVIDE THEIR OWN CRATES, BASKETS, BINS, ETC.**

Payment Deadline: Seventy-two (72) hours after award.

Removal Date: Ten (10) Days after verified Receipt of Payment

How to Bid and Award of Contract: Bids for purchasing the miscellaneous surplus parts must be received by the Materials Management Department at the above address, and above date/time. MTS reserves the right to award by line item, or in the aggregate, or to reject all bids, when it is in the best interest of Milwaukee Transport Services, Inc. One bid per vendor allowed. Award shall be granted to the highest bidder. Payment shall be in the form of a business check payable to “**MILWAUKEE TRANSPORT SERVICES**” and delivered to Jason Ross, Room 104, Materials Management, MCTS ADMINISTRATION BUILDING, 1942 N 17th ST, Milwaukee, WI 53205 within 72 hours of award.

Bidder shall be responsible to obtain all documents pertaining to bid via the website: <http://www.ridemcts.com>. No verbal responses or questions from any agent of MTS shall be acted upon.

Removal of USED BRAKE SHOES: The successful bidder shall accept the equipment in “as is” and “where is” condition, with all faults, and shall make payment within seventy-two (72) hours after award. Removal shall occur within ten (10) calendar days after payment. If payment is not made within the seventy-two (72) hours after award, the next highest bid will receive the award. There shall be no

exceptions. MTS is not responsible for the cost of removal. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release MTS and Milwaukee County from liability therefrom.

INSPECTION: Public inspection of the 15 baskets shall take place on **TUESDAY JUNE 25TH, 2019 at 9 AM.** Meeting place shall be at the Fleet Maintenance Facility Main Entrance located at 1525 West Vine Street, Milwaukee WI.

Questions: The deadline for questions related to this sale is **JUNE 25, 2019** at 4:30 pm CST. All questions must be submitted in writing to jross@mcts.org.

Waiver of Informalities: In its sole discretion, MTS may waive informalities or minor irregularities in proposals received.

Binding Contract: A proposal received in response to this BID is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any Firm.

General Conditions:

1. Bids received will be publicly opened, read and recorded.
2. Offers to purchase the **USED BRAKE SHOES** must be made on bid sheet (page 4) and, the Signature Sheet, (page 5) must be signed by the bidder or his/her responsible representative.
3. It is the responsibility of the buyer to conduct proper checks and inspect the property thoroughly beforehand, for the buyer shall be regarded as having inspected and accepted the property in its actual state and condition once the bid is accepted.
4. **Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured.
5. **INDEMNIFICATION:**

Buyer shall indemnify and hold harmless Milwaukee Transport Services, Inc. and Milwaukee County, their agents, servants, employees and assigns, from and against any and all losses, expenses, demands, claims and liabilities on account of injury or sickness, including death, to persons, including employees of Milwaukee Transport Services or Milwaukee County, or for damage to property actual or alleged whether caused by the sole negligence of Milwaukee Transport Services Inc., Milwaukee County or their agents, servants, employees and assigns, the concurrent negligence of buyer and Milwaukee Transport Services, Inc. or Milwaukee County, or their agents, servants, employees and assigns, or any other person or otherwise arising out of, resulting from , or in any way connected with the sale, purchase, operation, maintenance, use, transportation or disposition of the above listed scrap parts. Buyer agrees to defend any suit, action or cause of action brought against Milwaukee Transport Services, Inc., Milwaukee County or their agents, servants, employees or assigns based on any such alleged injury, death, sickness or damage and to pay all damages, costs, and expenses including attorney fees, in connection therewith or resulting therefrom.
6. MTS reserves the right to reject any and/or all bids, if it is deemed in its best interest.

7. Submitting a bid implies that the bidder has read and accepts all the General Conditions. **All responses must be returned in a sealed envelope provided by bidder with bid number clearly marked and received by the due date and time at the address listed above.**

Documents to be returned:

1. **Bid Sheet**
2. **Signature Sheet**

PRICE SHEET BID 2019-18

The undersigned bidder proposes to purchase the **USED BRAKE SHOES** herein described at and for the prices hereinafter named, and, if successful, hereby agrees to all general conditions as specified.

Please note: Contract will be awarded to the lowest responsive/responsible bidder by line item or in the aggregate. Place bid(s) on Bid Sheet for individual items 1-2, or place one bid on Item 3 if bidding in aggregate.

ITEM 1: USED REAR BRAKE SHOES M.A.N. # 6392472, EST. WEIGHT: 23,072 LBS.

Bid price PER POUND in Words: _____

Bid price PER POUND in Figures: \$ _____

ITEM 2: USED FRONT BRAKE SHOES M.A.N. # 6392470, EST. WEIGHT 10,944 LBS.

Bid price PER POUND in Words: _____

Bid price PER POUND in Figures: _____

SIGNATURE SHEET

BIDS WILL NOT BE CONSIDERED UNLESS THE FOLLOWING INFORMATION IS GIVEN:

- 1. Has this bid been made without any collusion or fraud? YES NO
- 2. Have you read the general conditions, and do you understand them? YES NO
- 3. Have you ever defaulted on any contract with Milwaukee County or Milwaukee Transport Services, Inc.? YES NO

In signing and submitting this bid, the bidder assures Milwaukee Transport Services, Inc., that bidder accepts and has read all the general conditions, if the bidder's performance, in the event he/she is successful, is contingent upon the act of another party, the bidder assures that he/she has the necessary commitments to purchase and remove all scrap parts awarded to him/her.

Submitted by:

(Firm, Corporation or Person)

Address

City, State, ZIP

Signed per: _____
(Manual Signature required)

Printed Name of Bidder

Date _____ Telephone _____

No bid at this time E-mail address _____

Retain on bidder list Fax Number _____