

**INVITATION TO BID
SLUDGE WASTEWATER REMOVAL
Bid # 2020-11
Released: May 19, 2020
Deadline: June 16, 2020 by 2:00 P.M. CST.**



MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
BID Administrator: Ayame Metzger
ametzger@mcts.org | www.ridemcts.com

Introduction

Milwaukee Transit Services, Inc (MTS) is a quasi-governmental instrumentality of Milwaukee County. MTS is a separate entity from Milwaukee County managed by its own Board of Directors, with discrete oversight by Milwaukee County. It has approximately 1,100 employees and operates 24/7 with the majority of employees working varied schedules. MTS has a fleet of 400 buses that operate approximately 18 million miles and 1.4 million hours annually. There are approximately 101,000 passengers boarding and alighting buses each weekday with 29 million riders annually.

Project Description

This is a three (3) year fixed- price agreement to provide scheduled removal and disposal service of wastewater/sludge from holding tanks as requested by MTS, at the various locations as specified in this document. MTS shall require the removal of approximately 38,000 gallons of industrial wastewater/sludge during the year. This approximate quantity reflects total removal service from all locations. This information is given as bidding information only and is no guarantee of the actual quantity of wastewater/sludge to be removed during the term of the agreement. MTS will only pay for the actual quantities removed.

Bids will be in a unit price per gallon. Prices shall reflect all total costs associated with the offer to provide removal, treatment, and disposal of Industrial Wastewater/Sludge at four (4) MTS locations.

Bid Due Date

Proposals must be submitted on or before 2:00 p.m. CST on June 16, 2020. Proposals that are received after the deadline, for whatever reason, will **not** be considered for evaluation.

Questions Deadline

Questions regarding this solicitation document, must be submitted by e-mail to Ayame Metzger at ametzger@mcts.org on or before end of business on June 1, 2020.

MTS will provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations with MTS representatives for questions or clarifications regarding this Bid. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract. If no requests for clarification are received, MTS will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

Submission of Proposals

Bidders are required to make their bids on the Bid Proposal forms provided in this document and return it no later than 2:00 p.m. on the Bid Due Date. Mail or Deliver Bids to Ayame Metzger, Materials Management, Room 104, 1942 N. 17th St. Milwaukee, WI 53205. It is the Bidder's responsibility to ensure that their proposal reaches the location stated above on or before the listed deadline.

Bid Opening

Bids will be opened and read at the above opening date and time in Room 104 of the Administration Building- Materials Management Department 1942 N. 17th St. Milwaukee, WI 53205. Due to the on-going health crisis, no members of the public will be allowed to observe the bid opening.

Withdrawal of Proposal

Submissions may be withdrawn by written notice received at any time before the listed deadline. The subject line of the e-mail or the letter must read "Withdrawal of Submitted Proposal." Requests for withdrawal received after the bid opening will not be honored and the submission will be considered for acceptance by MTS.

Bid Evaluation

MTS will make an award based upon the lowest, responsive, responsible bid. A binding contract will be sent to the successful bidder. A sample contract is included in the bid documents for this solicitation.

Non-Responsive Bids

Bids which are incomplete, conditioned or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for in the Bid Form and in the Bid Documents, are not in conformity with the law or with these instructions, or include any other irregularity shall be rejected as nonresponsive.

Waiving Irregularities

MTS reserves the right to reject any or all bids, and to waive as an informality any immaterial irregularities in the bids received.

Responsible Bidders

It is the intent of MTS to award a contract to the low responsible bidder. The bidder may be required by MTS to submit documentation demonstrating compliance with the criteria in the Specification included in this solicitation.

MTS reserves the right to inspect the facilities and equipment of the apparent low bidder, prior to award, for the purpose of determining whether sufficient resources are available to perform the specified industrial wastewater removal, treatment, and disposal service.

Single Bid, If Received

If only a single bid is received, MTS may require that the Bidder provide the necessary cost or pricing data to enable MTS to perform a cost or price analysis to ensure that the bid price is fair and reasonable. If requested, the Bidder shall provide the cost or price data within five (5) working days of the date requested. MTS reserves the right to reject or accept the bid based on the cost or pricing data.

Where only one responsive and responsible bid is received, MTS may also negotiate price with the sole responsive bidder.

Contract Terms

A three-year binding firm- fixed price contract will be awarded. The not-to-exceed price will be

based on three years' worth of sludge/wastewater removal. A Sample Contract has been included in the bid documents. MTS the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes acceptance of these Contract requirements.

Incorporation of Documents Into Contract

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract.

Targeted Business Enterprise (TBE) Goal

This project does not have a TBE goal. However, MTS expects the winning proposer to comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. MTS shall notify Contractor in the event that new ordinances are issued.

Cost Response Submission

The cost figures shall be furnished on the price sheets provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets and the signature sheet.

One (1) original is required of your cost response on paper and one copy of the cost response on a USB drive.

No additional copies are necessary. Provide the cost response in a separate sealed envelope. Do not add cost information to the technical response.

In case of variation between the amounts in words and figures, the amount prescribed in words will prevail.

Instructions for Proposal Submittal

Bidder shall provide MTS with information as to the method of treatment of wastewater/sludge, final disposal procedures, and a copy of the waste treatment facility permit.

Proposers must also submit the following forms for Request for Bid. Bid forms must be submitted using the exact forms provided and must be signed by an authorized representative of the Bidder. Any alterations of the Forms or failure to submit required Forms may cause the Bid to be rejected as non-responsive.

1. Signature Sheet (One Signed Original)
2. Proposal Price Sheet(s)
3. One signed EEO Certificate
4. Anti-Lobby Certificate
5. Debarment Form
6. Conflict of Interest Form
7. Non-Collusion Form

BID Timeline	
Release bid	May 19, 2020
Written Questions Due	June 1, 2020 4:30 PM CST
Proposals Due	June 16, 2020 2:00 PM CST

Protest and Appeals Policy for Sealed Bids:

A. Prior to sealed bid opening:

Protests to form and content of bid documents shall be received by the Director of Materials Management not less than five (5) business days prior to the time scheduled for bid opening. Protests shall be in writing and state the reason for it.

The Director of Materials Management shall review protests and if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If the modification is rejected, the protestor shall be notified. The decision of the Director of Materials Management is final.

B. After sealed bid opening:

Protests concerning irregularities on sealed bid opening procedures or compliance by bidders with bid documents shall be received by the Director of Materials Management within seventy-two (72) hours after time of bid opening.

When a sealed bid is awarded to other than the lowest bidder, all bidders shall be notified in writing by certified mail, return receipt requested, or by fax machine transmission of the proposed award. Protest to the award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of notice. A copy of the fax transmission cover sheet, or the department's fax log, shall be conclusive proof of the time and date of receipt by a bidder.

A protest under either (B.1.) or (B.2.) above must be in writing and state the reason for it. The Director of Materials Management shall review the protest and notify the protestor of a decision in writing by certified mail return receipt requested, or by fax machine transmission, within five (5) days. No contract shall be awarded while a protest is pending.

A protest that is untimely or fails to clearly state the reason for it or shall have been made prior to bid opening is invalid. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed. A copy of the fax transmission cover sheet, or the department's fax log, shall be conclusive proof of the time and date of receipt by a bidder.

C. Appeals to the Purchasing Appeals Committee:

Protest from the decision of the Director of Materials Management shall be made to the Purchasing Appeals Committee by delivering a written request for appeal hearing both to the Materials Management Department and the Purchasing Appeals Committee within seventy two (72) hours after the receipt of the Director of Materials Management's decision. Written appeals to the Purchasing Appeals Committee shall be addressed as follows:

**Purchasing Appeals Committee
C/O MTS Materials Management Department
1942 North 17th Street
Milwaukee, WI 53205**

The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until the final disposition of the protest. The Chairperson of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing. The Purchasing Appeals Committee shall affirm, reverse or modify the decision of the Director of Materials Management and its' decision shall be final.

SPECIFICATION BG-04-20

SCOPE OF WORK

Contractor will provide scheduled wastewater and/or sludge removal and disposal service for the various MTS locations. The present schedule requires removal of wastewater/sludge approximately every five to six weeks. The agreement may also require Contractor to provide additional service as required by MTS, including the removal of other liquid spills within the tanks. MTS requires sludge and/or wastewater removal at MTS Locations.

CURRENT ENVIRONMENT

The location of the tanks to be serviced at each location are shown on Attachment A. A profile of the MTS waste stream is noted in Attachment B of this specification. Although the MTS waste stream has essentially remained the same since the date of the report, MTS makes no assurances that the profile results are an exact match at this time. However, respondents should refer to the profile report as a representative indication of the makeup of the MTS waste stream. The profile was generated from a compiled sample from all MTS catch basin locations. Any cost associated with updating tests shall be paid by the successful bidder and included in your bid price.

SECTION 1 – VENDOR REQUIREMENTS
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- 1.1. Contractor shall be licensed in accordance with all industry, federal, state, and local government requirements.
- 1.2. Contractor shall provide telephone and cellular numbers for routine or emergency service calls.
- 1.3. Contractor shall have the technical skills, materials, tools necessary to properly maintain the equipment covered under this contract.
- 1.4. The contractor's staff shall properly record the services rendered, with the date and time, and name of staff on the service report.
- 1.5. Contractor shall provide their own equipment. NOTE: MTS prohibits non-employees from using MTS equipment.

SECTION 2 – DESCRIPTION OF SERVICES
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- 2.1 Contractor shall provide scheduled removal and disposal service of wastewater/sludge from holding tanks as requested by MTS, at the various locations specified herein.
- 2.2 All pump outs shall be metered or verified before and after by truck tank stick readings. The readings shall be printed on the receipt, a copy of which shall be left with a MTS Building and Grounds representative who will be present at each pickup location.
- 2.3 A representative of the Building and Grounds Division shall be present whenever service is performed, to assist in removing manholes, taking equipment out of service, and to make sure all equipment is functional after the service is completed. The MTS Building

and Grounds contact shall be notified of the date and time the service is to be performed, with sufficient advance notice to schedule the availability of a representative of the Building and Grounds Division to be on-site.

- 2.4 Contractor shall be required to transport the wastewater/sludge to an EPA approved treatment facility.
- 2.5 The successful bidder shall be required to maintain detailed records of all wastewater/sludge transported for MTS in accordance with all State and Federal regulations. These records shall be available to MTS upon request. Non-hazardous manifest (generator) records shall be prepared for each load of wastewater/sludge prior to transport. The generator copy shall be provided to MTS for year-end reports
- 2.6 Contractor shall comply, at a minimum, with any regulations as mandated by the following:
 1. HSWA-Hazardous and Solid Waste Amendments
 2. RCRA-Resource Conservation & Recovery Act
 3. EPA-U.S. Environmental Protection Agency
 4. DOT-Department of Transportation
 5. CERCLA-Comprehensive Environmental Response, Compensation and Liability Act (Superfund)
 6. SARA-Superfund Amendments & Reauthorization Act
 7. CWA-Clean Water Act
 8. TSCA-Toxic Substance Control Act
 9. NEPA-National Environmental Policy Act
 10. CAA-Clean Air Act

SECTION 3 – WORKING HOURS / RESPONSE TIMES

- 3.1 The standard, normal work week shall be considered from Monday through Friday, 7:00 am to 4:00 pm, excluding holidays. Most removals will be scheduled between 7:00 am and 2:00 pm.
- 3.2 Vendor shall complete all requested work during the standard, normal work week hours listed above without the necessity of overtime labor. If work cannot be completed during this time, the Vendor shall provide such information to the Building & Grounds Manager or designee. Approval to proceed with overtime work must be received prior to completing the work.
- 3.3 Holidays, for the purposes of this work include:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Day after Thanksgiving
 - Christmas Day
- 3.4 Any emergency calls that may be required during off-duty hours can be performed as requested once vendor emails a cost estimate to MTS. Emergency service calls shall be defined as work that cannot await scheduling during regular time.
- 3.5 Vendors hourly rate shall include all costs of labor, overhead and transportation. No other service charges will be accepted.
- 3.6 Vendor must respond within 24 hours if the call is for non-emergency service.

3.7 Vendor must respond to an emergency call must within two (2) hours of the service call being made.

3.8 All work requested shall be completed with three (3) working days of the notification to proceed.

SECTION 4 – LOCATIONS OF WORK

4.1 MTS Buildings included are:

- **Fleet Maintenance Facility:** 1525 West Vine Street Milwaukee, WI 53205
- **Kinnickinnic Garage** 1710 South Kinnickinnic Avenue Milwaukee, WI 53204
- **Fond du Lac Garage** 2932 North 35th Street Milwaukee, WI 53210
- **Fiebrantz Garage** 1900 West Fiebrantz Avenue Milwaukee, WI 53209

4.2 MTS reserves the right to add or remove locations to this Bid.

SECTION 5 – PROCEDURES TO START WORK

5.1 Vendor will coordinate scheduling directly with the B&G Manager or their designee.

5.2 Vendor's staff must observe all rules and regulations in effect at the buildings.

5.3 MTS shall determine which tanks require pumping for each visit.

SECTION 6 – BILLING AND PAYMENTS

6.1 All repair parts will be billed at the vendor's cost.

6.2 Vendor shall submit a copy of the purchase invoice(s) as proof of cost for parts. This must accompany the job invoice for the agency to process payment for the services performed. Reimbursements for parts shall not be made without documentation and/or receipts showing cost for parts.

6.3 All invoices must be submitted to: accountspayable@mcts.org.

6.4 MTS is a quasi-governmental agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54(9a) (b) of the Wisconsin Statutes, and is exempt from the Federal Excise Tax and has been granted Exempt No. 39-73-0429K. Wisconsin Exempt No. CES014818.

6.5 MTS does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

6.6 Invoices shall include the same breakdown of labor rate, labor hours and the itemized materials actually used.

SECTION 7 – PROHIBITED ACTIVITIES

7.1 Trip charges, tool charges, truck charges are not allowed and will not be paid for if invoiced to MTS.

7.2 MTS will not purchase parts in advance for any work to be performed.

7.3 Parts must be billed at cost – no mark-ups are allowable.

7.4 Work may not be subcontracted out without the prior written approval of MTS.

7.5 Verbal agreements and changes to the work order are not acceptable. Only written change orders will be accepted.

SECTION 8 – WARRANTY

- 8.1 The vendor shall be responsible for promptly correcting any deficiency, at no cost to the MTS, within three (3) calendar days after MTS notifies the vendor of such deficiency in writing.
- 8.2 In the event MTS should be required to have wastewater/sludge removed due to the contractor's failure to provide service as requested, the contractor shall be responsible for any additional costs incurred to maintain MTS sump pit operations. MTS reserves the right to deduct these costs from invoices.

SECTION 9 – QUALITY ASSURANCE

- 9.1 The contractor is responsible keeping the job site clean while performing work.
- 9.2 After the job is completed, the contractor is responsible for removing all tools, equipment, excess material and debris from the site and leaving the area in a clean condition that meets the approval of management.
- 9.3 Upon completion of work, an inspection of the work may be completed by an authorized agent of MTS prior to payment being made.
- 9.4 Inspection during or after acceptance of completion shall not release the vendor from liability and expenses of repair or replacement for faulty design, workmanship or materials, appearing final payment has been made.
- 9.5 In the event MTS should be required to have wastewater/sludge removed due to the contractor's failure to provide service as requested, the contractor shall be responsible for any additional costs incurred to maintain MTS sump pit operations. MTS reserves the right to deduct these costs from invoices.

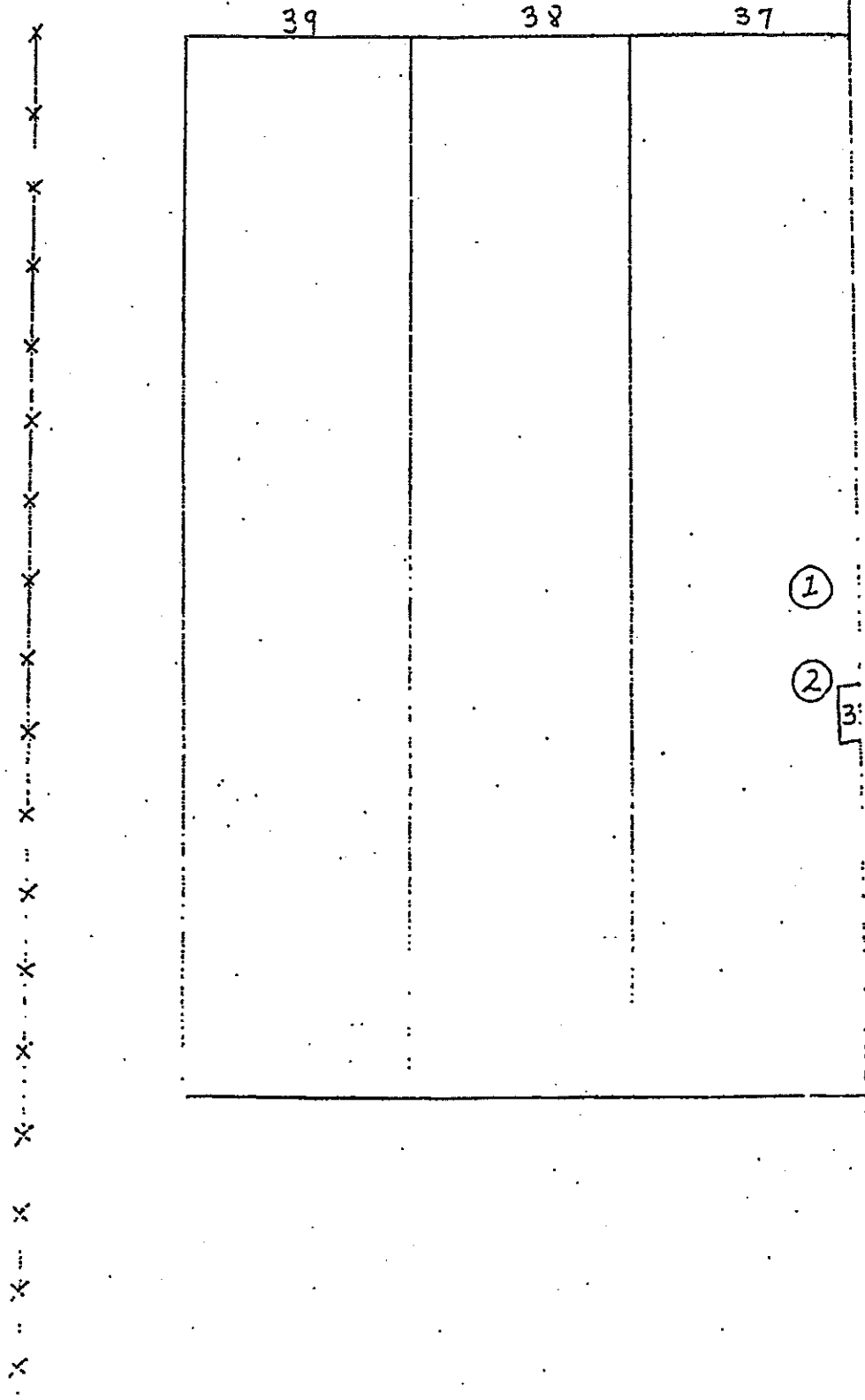
ATTACHMENT A

Location: 2932 N. 35th Street



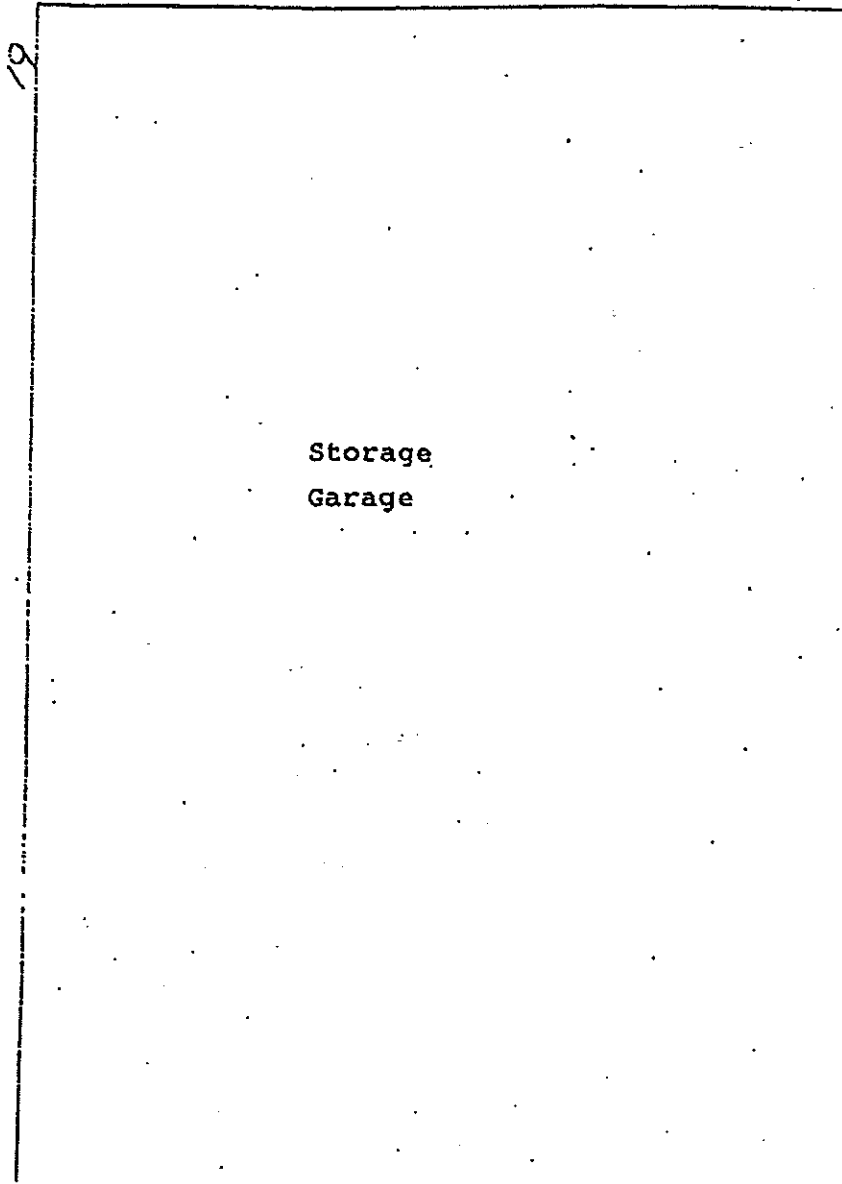
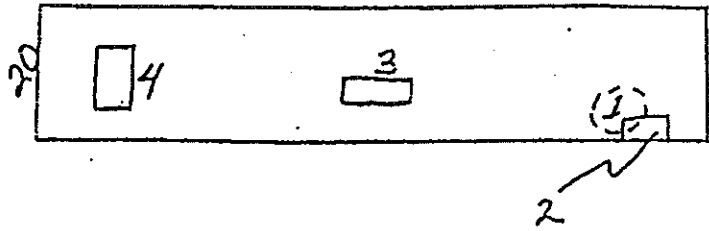
Wash/Service Building
Tracks 37, 38, 39

36



Location: 1900 W. Fiebrantz

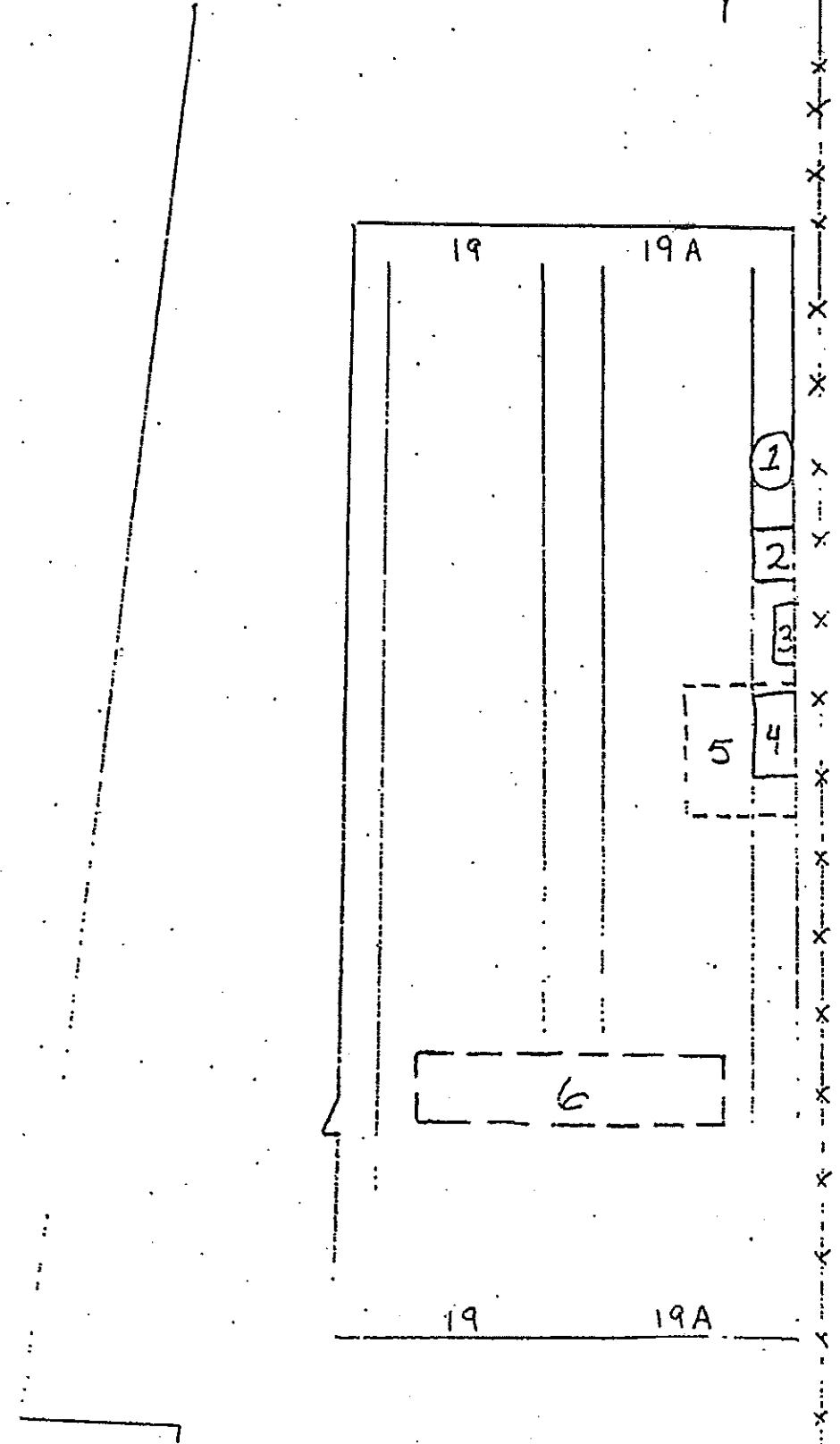
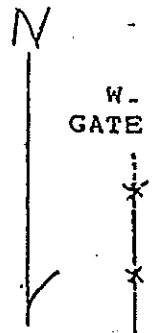
Wash/Service Building
Track 20



Storage
Garage

Location: 1710 S. Kinnickinnic

Wash/Service Building
Tracks 19, 19A



ATTACHMENT B

3B

Advanced Waste Services, Inc.
ChemWorks Treatment Facility
Waste Profile Form

3801K W. McKinley Ave., Milwaukee, WI 53208
(800) 842-9792

For Office Use Only	
Date Rec'd	4-26-03 Profile # 035566-0
Price Code	.35/62 Disposal Code Sun
OK for Disposal <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Desired Treatment Methodology:	<input checked="" type="checkbox"/> Waste Water Treatment	<input checked="" type="checkbox"/> Solid Waste Management	<input checked="" type="checkbox"/> Used Oil Management	<input type="checkbox"/> Waste to Energy	<input type="checkbox"/> Recycling
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A) Generator Information

Generator Name: Milw County Tarsite
 Street: 3301 West Fondulac Station
 City: Milwaukee State: WZ Zip: 53210
 Contact Name: Dennis Conley
 Phone: 414-344-4550 Fax: 414-3361
 State ID#: NA

(Correspondence will be sent to "Billing Name" address)
 Billing Name: MCTS
 Street: 1942 N 17 St
 City: Milw State: WZ Zip: 53205
 Contact Name: _____
 Phone: _____ Fax: _____

B) Waste Description

1) Common Name of Waste: Washer water & catch basin waste
 2) US DOT Proper Shipping Name: Non regulated waste water
 3) Process Generating Waste: Washing buses, floor wash water engine power wash station

- 4) Is the process by which this waste is generated subject to Federal Categorical Pretreatment Standards?
 YES NO If yes, list standard: _____
- 5) Is this waste a characteristic or listed hazardous waste as defined in CFR 40 Part 261? YES NO
- 6) Method of Shipment: Tanker Rolloff Drum - Type/Size _____ Other: _____
- 7) Amount/Frequency of Shipment: will call
- 8) Waste is: Industrial Process Waste Unused or Off-Spec Product
 Commercial Process Waste UST or Spill Related Waste
 Food Related Waste Other, please specify _____
- 9) MSDS ATTACHED? YES NO Comment: _____
- 10) TCLP ATTACHED? YES NO Comment: _____

C) Physical Data:

- 1) Color: Black 4) Is Waste Pumpable? YES NO Pourable? YES NO
- 2) Odor: None Mild Strong: _____ 5) Flash Point: <100F 100-139F 140-200F >200F
- 3) # of Layers: 1 Liquid 100 % 6) pH: <2 2.1-3.9 4-10 10.1-12.4 12.5 or >
- Solids _____ % Sludge _____ % 7) Specific Gravity: <1 1-1.5 1.6 or >

D) Waste Composition:

<u>Water</u>	<u>1-100</u> %	_____ %
<u>Oil</u>	<u>1-5</u> %	_____ %
		TOTAL 100%

SAMPLE INFORMATION

Is sample provided? YES NO
 If yes, then fill out the following:
 Date Collected: _____ Time Collected: _____
 Sampled by: _____ Grab: _____
 Composite: _____ Sampling location: _____

E) Chemical Constituents -

Based on knowledge or analysis, provide an actual value for TCLP constituents or total metal concentration in ppm.

INORGANIC CHARACTERISTICS

D004	Arsenic	5.0	_____
D005	Barium	100.0	_____
D006	Cadmium	1.0	_____
D007	Chromium	5.0	_____
D008	Lead	5.0	_____
D009	Mercury	0.2	_____

D010	Selenium	1.0	_____
D011	Silver	5.0	_____
	Copper	100.0	_____
	Zinc	500.0	_____
	Nickel		_____

< TCLP Limits

ORGANIC CHARACTERISTICS

D018	Benzene	0.5	_____
D019	Carbon Tetrachloride	0.5	_____
D021	Chlorobenzene	100.0	_____
D022	Chloroform	6.0	_____
D023	o-Cresol	200.0	_____
D024	m-Cresol	200.0	_____
D025	p-Cresol	200.0	_____
D026	Cresol	200.0	_____
D027	1,4-Dichlorobenzene	7.5	_____
D028	1,2-Dichloroethane	0.5	_____
D029	1,1-Dichloroethylene	0.7	_____
D030	2,4-Dinitrotoluene	0.13	_____

D032	Hexachlorobenzene	0.13	_____
D033	Hexachlorobutadiene	0.5	_____
D034	Hexachloroethane	3.0	_____
D035	Methyl Ethyl Ketone	200.0	_____
D036	Nitrobenzene	2.0	_____
D037	Pentachlorophenol	100.0	_____
D038	Pyridine	5.0	_____
D039	Tetrachloroethylene	0.7	_____
D040	Trichloroethylene	0.5	_____
D041	2,4,5-Trichlorophenol	400.0	_____
D042	2,4,6-Trichlorophenol	2.0	_____
D043	Vinyl Chloride	0.2	_____

< TCLP Limits

ISTICS R

F) PESTICIDE/HERBICIDE WARRANTY

I hereby certify the following: The waste identified in Section B of this waste profile form does not contain Endrin, Methoxychlor, 2,4-D Lindane, Toxaphene, 2,4,5-TP(Silvex), Chlordane, or Heptachlor (and it's Epoxide). These constituents are not used at the location where this waste was generated, nor are they known to be present in the materials of which the above waste is comprised. Hence, there is no reason to suspect their presence in the waste. Generator's Initials SB

G) POLY CHLORINATED BIPHENYL (PCB) WARRANTY

I hereby certify the following: The waste identified in section B of this waste profile form does not contain PCB's at a concentration of >1 ppm when measured in each container or vessel; that the material is not contaminated with PCB's from a source containing 50 ppm or greater PCB's; and hereby agree to indemnify and hold ChemWorks treatment facility harmless from any cost, damages, or other liability resulting from the breach of this warranty. Generator's Initials SB

H) HAZARDOUS WASTE WARRANTY

I hereby certify the following: The waste identified in section B of this waste profile form does not contain any material at a concentration which would render it as hazardous as defined in 40 CFR 261.3 when measured in each container or vessel delivered to ChemWorks treatment facility and hereby agree to indemnify and hold ChemWorks treatment facility harmless from any cost, damages or other liability resulting from the breach of this warranty. Generator's Initials SB

GENERATOR CERTIFICATION

I, Jim Bushwood hereby certify that the above and attached description is complete and accurate to the best of my knowledge and ability. No deliberate or willful omissions of composition or properties exist and that all known or suspected hazards have been disclosed. I also certify that the waste stream is, to the best of my knowledge, non-hazardous and as such does not contain any constituent which would cause the waste to be a listed or characteristic waste under RCRA. Further, the obtained sample is representative of the waste material described above, and I give ChemWorks treatment facility permission and consent to make amendments and corrections.

Signature Jim Bushwood Title Agent for Disposal Date 5-28-03
 Profile # _____

BID Submittal Checklist	Verified Included in Submittal
A cover letter signed by an authorized officer of the Vendor describing the method of treatment and final disposal procedures.	
Signature Sheet (one sided original)	
Proposal Price Sheet	
Waste Treatment Facility Permit	
Signed EEO Certificate	
Signed Anti-Lobby Certificate	
Signed Debarment Form	
Signed Conflict of Interest Form	
Signed Non-Collusion Form	
Signed Addenda released to our website at www.ridemcts.com	
(1) thumb drive with copies of the entire Bid Submission and all required forms	

SIGNATURE SHEET

CASH DISCOUNT:

Cash invoice discount for payment of invoices following receipt and acceptance of goods or services: _____% 30 days.

DELIVERY:

Price shall include delivery to: FOB FINAL DESTINATION to Milwaukee Transport Services, Inc., 1525 W. Vine St., Milwaukee, WI 53205, unless otherwise noted in this bid.

BY SIGNING THIS FORM YOU ARE AGREEING WITH THE FOLLOWING STATEMENTS:

1. This bid has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud.
2. This bid has been made with the understanding that no elected officer/employee of Milwaukee Transport Services, Inc., or Milwaukee County is interested therein, directly or indirectly.
3. The specifications for this bid have been read and understood.
4. Your company has never defaulted on any contract with Milwaukee Transport Services, Inc., or Milwaukee County.
5. All statements made in your Proposal are true and correct and MTS may rely on them, in part, in making their final determination.

In signing and submitting this bid, the bidder assures Milwaukee Transport Services, Inc., that the furnishing of the subject materials, services or equipment is under his/her control, accepts and has read all the Terms and Conditions of this BID/RFP and all of its documents. If the bidder's performance, in the event he/she is successful is contingent upon the act of another party, the bidder assures MTS that he/she has the necessary commitments to complete the contract which may be awarded him/her.

Date: _____

Submitted by: _____

Name of firm: _____

Address of firm: _____

Signed per: (manual signature required) _____

Print name: _____

Title: _____ Email: _____

TELEPHONE: _____ FAX: _____

BID SHEET

The undersigned bidder proposes to furnish the materials and services herein described at and for the prices hereinafter named, according to specification and, if successful, hereby agrees to enter into an agreement with Milwaukee Transport Services, Inc.

ITEM 1 REMOVAL OF WASTEWATER

Estimated Annual Usage: 30,000 gal.

Bid price in Words _____per gallon.

Bid price in Figures \$ _____per gallon.

ITEM 2 REMOVAL OF SLUDGE

Estimated Annual Usage: 15,000 gal.

Bid price in Words _____per gallon.

Bid price in Figures \$ _____per gallon.

ITEM 3 LABOR RATE / PER PERSON

On Site/Portal to Portal

Estimated Annual Hours: 100.00 hrs / per person.

Bid price in Words _____per hour.

Bid price in Figures \$ _____per hour.

ITEM 4 Contract Term (3 years) Fixed Price Total Cost (Items 1, 2, and 3 x 3 years)

Bid price in Words _____

Bid price in Figures \$ _____

EEOC COMPLIANCE

2018 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County Ordinances, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which 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 apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

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.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. 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.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: _____. CONTRACTOR certifies that

it has the following total number of employees in its workforce:
_____.

Executed this _____ day of _____, 2018

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The applicant certifies to the best of its knowledge and belief that its principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding the date of this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding the date of this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

CONFLICT OF INTEREST STIPULATION

For purposes of determining a possible conflict of interest, all vendors submitting a proposal in response to this RFP must disclose if any Milwaukee County employee, agent or representative or an immediate family member of any Milwaukee County employee, agent or representative is also an owner, officer, employee, agent or representative of the business submitting the proposal.

Please answer below either YES or NO to the question of whether any Milwaukee County employee, agent or representative or immediate family member is also an owner, officer, employee, agent or representative of your business:

YES _____

NO _____

If the answer to the question above is YES, then identify the name of the individual, the individual's position with Milwaukee County, and the individual's relationship to your business:

Name _____

County Position _____

Business Relationship _____

The appropriate corporate representative must sign and date this Conflict of Interest Stipulation below:

Printed Name _____

Authorized Signature _____

Title _____

Date _____

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

PROFESSIONAL SERVICE CONTRACT

This Contract between Milwaukee Transport Services, Inc., a quasi-governmental instrumentality of Milwaukee County and operator of Milwaukee County Transit System located at 1942 North 17th Street, Milwaukee, Wisconsin 53205 (hereinafter called the "MTS"), and _____ located at _____ (hereafter called "Contractor"), is entered into as of _____, 2020.

1. SCOPE OF SERVICES.

The Contract consists of the following _____ documents listed below, all of which are incorporated herein by reference, in the following order of precedence that will govern any inconsistencies between the terms of this Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a. This Professional Service Contract
- b. MTS Request for Proposal/Bid/Quote #
- c. Contractor's Entire Proposal
- d. Contractor's Best and Final Offer
- e. MTS Purchase Order

2. DATES OF PERFORMANCE.

The initial term of this Contract shall be from _____ through _____ or until such time as either party notifies the other of its termination, as provided herein.

3. COMPENSATION.

Contractor shall be compensated for work as listed in Contractor's Best and Final Offer, attached and incorporated into this Contract. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, MTS attempts to pay all invoices in 30 days.

Contractor shall provide MTS with monthly billings, **listing actual costs**, which shall include, but not be limited to, the following:

- A. Name and address of contractor
Invoice date and number
- B. Remittance name and address
- C. Name, title, and phone number of person to notify in event of defective invoice

Invoices should be sent to: accountspayable@mcts.org

MTS reserves the right to use a purchasing card to pay invoices.

4. MISSION CRITICAL CONTRACT.

MTS has identified this Contract as critical to MTS's ability to provide essential services. During the duration of the current COVID-19 pandemic, while there are federal, state, and/or local orders relating to or arising from this pandemic, or during any future pandemic or state of emergency declared during the term of this contract by federal, state, or local governments, Contractor will:

- a. Dedicate resources to identify and mitigate situations in the workplace or jobsite which may introduce, expose, or spread COVID-19.
- b. Screen employees following current CDC guidelines to verify they have not: : a) Traveled to a Level 2 or 3 Country in the past 14 days, or visited an area that requires self-quarantine because of COVID-19 infection, b) Had close contact (within 6 feet) with anyone known or suspected to have COVID19, c) Exhibited any symptoms (chest or back pain, cough, difficulty breathing) of COVID-19 or had a fever greater than 100.4 in the past 14 days.
- c. Educate employees on key CDC recommendations including how employees can protect themselves and what employees should do if they feel sick.
- d. Provide MTS services remotely, to the greatest extent possible.
- e. Notify MTS within 24 hours of becoming aware of any employee who has been on site at any MTS building, or in contact with any MTS employee, that has a confirmed or suspected case of COVID-19.
- f. Notify MTS immediately if Contractor believes, or has reason to believe, Contractor will be unable to provide services or goods under this Contract.
- g. Agrees that MTS is not responsible for any costs, and will not be invoiced for any incomplete work, if MTS revokes permission for Contractor's employees to be on MTS property due to that employee exhibiting symptoms of COVID-19, or any other illness.

5. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of MTS Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of MTS.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

6. RIGHTS OF ACCESS AND AUDIT.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow MTS and Milwaukee County Audit Services Division and department

contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

7. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

8. TARGETED BUSINESS ENTERPRISES.

The TBE goal for this contract has been waived. MTS expects Contractor to comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. MTS shall notify Contractor in the event that new ordinances are issued.

9. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which 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 apprenticeships. A violation of this provision shall be sufficient cause for MTS to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist MTS in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by MTS. Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, MTS may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

10. INDEMNITY.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, MTS and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers' Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save MTS harmless from any award of damages and costs against MTS for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

11. INSURANCE.

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by MTS. Acceptable proof of such coverage shall be furnished to MTS prior to commencement of activities under this agreement. A Certificate of Insurance including declarations page, shall be submitted for review for each successive

period of coverage for the duration of this agreement, unless otherwise specified by MTS, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Professional Liability Refer to Additional Provision A.1.	\$1,000,000 Per Occurrence \$3,000,000 Aggregate
Umbrella Liability Policy will follow form to underlying Employer's, General, and Automobile Liability policies	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee Transport Services, Inc (MTS) and Milwaukee County shall be named as an Additional Insured on the General and Automobile Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to MTS on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by MTS's Risk Manager as a condition of this agreement.

A.1. Professional Liability – Additional Provision.

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to MTS's Procurement Department as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

12. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

13. TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract upon the failure of MTS to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

14. TERMINATION BY MTS FOR VIOLATIONS BY CONTRACTOR.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MTS shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, MTS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

15. UNRESTRICTED RIGHT OF TERMINATION BY MTS.

MTS further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to MTS. Upon said termination, Contractor shall be paid for all services rendered through the date of termination.

16. CONTINUITY OF SERVICE.

Contractor recognizes that the services under this contract are vital to MTS and must be continued without interruption and that, upon contract expiration or termination, a successor, either MTS or another contractor, may continue them. Contractor agrees to:

- a. Furnish phase-in, phase-out services for up to 30 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to MTS approval. Contractor shall provide

sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- b. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

17. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between MTS or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Nothing contained in this Contract shall give Contractor any authority to supervise, manage, and/or direct MTS employees.

18. SUBCONTRACTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

19. ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

20. PROHIBITED PRACTICES.

The following practices are prohibited during the term of this contract:

- a. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of MTS or any person who, to the knowledge of Contractor, has a conflict of interest.
- b. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics, which applies to MTS employees, and which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby" and will not offer or give anything of value to any MTS employee.

21. PUBLIC RECORDS.

Both parties understand that MTS is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor hereby agrees that it shall be obligated to assist MTS in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this agreement, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold MTS harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by MTS in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

22. TAXES.

MTS is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor must be without such taxes. Including taxes on invoices will delay payment.

23. NON-CONVICTION FOR BRIBERY.

Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

24. CONFIDENTIALITY.

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this Contract on behalf of MTS, below, and not any other person or entity, including any other MTS employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described in Sec. 23 of this Contract and as determined in cooperation with MTS Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of MTS. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for MTS and may require Contractor to indemnify MTS as provided in Sec. 12 of this Contract.

25. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Attn.:
Address:

To MTS:

Attn.: Materials Management
Address: 1942 N. 17th St

Either party may designate a new address for purposes of this Contract by written notice to the other party.

26. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin.

This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties.

27. FEDERAL LAWS, REGULATIONS, AND REQUIREMENTS.

Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

28. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

29. AUTHORIZATION.

IN WITNESS WHEREOF, this contract is effective on the date of the last acquired signature. Signer for Contractor warrants they are authorized to sign on behalf of Contractor.

CONTRACTOR

By: _____ Date: _____
Signed

Name Printed Title

Milwaukee Transport Services, Inc

By: _____ Date: _____
Signed

Name Printed Title