

MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System



Invitation to Bid
Parking Lot Repairs
Bid Number: 2020-17
Release Date: September 24, 2020
Submission Deadline: October 23, 2020

INFORMATION SUMMARY SHEET

BID Title:	Parking Lot Renovations
BID Number:	2020-17
BID Issuing Office:	MTS Maintenance Department
BID Issue Date:	September 24, 2020
Optional Walkthrough Meeting:	October 6, 2020 @ 10:00 am CDT
Pre-Proposal Meeting Location:	MTS Administrative Building
Deadline for Receipt of Questions:	October 13, 2020 @ 4:30 pm CDT
Proposals Due:	October 23, 2020 @ 2:00 pm CDT
Submission Location:	Milwaukee Transport Services Administration Building 1942 North 17 TH St. Milwaukee, WI 53205

Bid Administrator (proposers' sole point of contact for all matters related to this BID):

Ayame Metzger
Contracts and Purchasing Administrator
Milwaukee Transport Services, Inc.
ametzger@mcts.org

No one may contact any person at MTS or working with MTS regarding this bid, except the bid Administrator, without the BID Administrator's written consent. Any such unauthorized contact can be grounds for disqualification from consideration under this bi

I. Introduction and Project Information

Milwaukee Transport Services, Inc., (MTS), operator of the Milwaukee County Transit System (MCTS), is seeking proposals to repair the parking lot located at the Administrative Building. The parking lot has damage consistent with on-going, routine use.

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.

II. Timeline

The following represents the Milwaukee Transport Services' best estimate of the schedule that will be followed. If a component of this schedule is delayed the rest of the schedule will be shifted by the same number of days.

Issue bid	9/24/2020
Walk-Through Meeting	10/06/2020 at 9:00AM at MTS Administration 1942 N. 17 th Street
Deadline for Questions	10/13/2020
Bid due	10/23/2020
Award	TBD

Walk Through Meeting:

A walk through will be held on **October 6, 2020 at 10:00 am CDT** at Milwaukee Transport Services, Inc., 1942 North 17th Street, Milwaukee, WI 53205. Meet in the Lobby. The purpose of this meeting will be to allow vendors to inspect the project site to access current conditions and ask general questions about the project. Any answers given at the walkthrough will not be considered official answers and vendors are encouraged to submit those questions to the Bid Administrator before the question

submission deadline.

Site Conditions

Prior to submitting a proposal, Vendors should inspect the sites to understand the existing conditions that may affect execution of the services requested in this Bid. No additional fees or costs will be paid due to a lack of understanding on the contractors' part regarding existing site conditions. Attended the walkthrough for this contract is HIGHLY ENCOURAGED to verify field conditions of the project area.

III. Project Description and Scope of Work

Description of Project

MCTS seeks to repair the parking lot at this building. The subject areas have been damaged by on-going routine use. The repairs needed include asphalt paving; concrete flat work, entry drive aprons, and curbs & gutters; resetting of a storm inlet structure; resealing the entire lot; restriping paint, and landscape restoration. This project has the possibility of including to additional projects, depending on funding. The following may not be necessary for funded this year, but MTS would like vendors to submit proposals in the event we are able to move forward.

ALTERNATE 1: Replace site light pole heads with LED fixtures

ALTERNATE 2: Provide concrete bus stop pad on North 17th Street

Scope of Work

Please see the Aerial pictures and project plans included in the document as an attachment.

1. Remove and replace area of asphalt paving as follows:
 - a. Saw-cut area as noted on site plan (verify extent in field).
 - b. Remove deteriorated asphalt and stone as required to attain an appropriate sub-base for bearing.
 - c. Install and compact new stone base (reuse existing stone as practical).
 - d. Place new asphalt paving in layers to match existing adjacent areas [3" base layer + 2" top layer]; pitch to accommodate drainage to storm structures.
2. Reset / replace dropped concrete curb and gutter to align with adjacent.
3. Reset dropped curb storm inlet as follows:
 - a. Remove portion of damaged (recessed) asphalt paving in front of inlet.
 - b. Remove portion of curb as needed to accommodate removal of inlet structure.
 - c. Verify condition of underlying connections and components; let Owner and Architect know of any concerns regarding extent of damage to sub-structure.
 - d. Restore all underlying connections and reset inlet structure to align with adjacent curbs.
 - e. Restore asphalt paving as per Note 1 above.
4. Remove and replace portion of concrete curb and gutter to match profile of existing adjacent.
5. Clean out and reseal crack in asphalt.
6. Replace concrete drive apron and sidewalk.
7. Replace concrete walk to align with adjacent surfaces.
8. Seal coat entire lot.
9. Repaint all stripes to match existing layout.
10. Restore landscaping impacted by repair work.
11. Vendor must:
 - a. Retain and protect all signage in lot during repair work.
 - b. Provide unit costs for all components (asphalt, stone sub-base, curb & gutter, concrete flat work, etc); unit costs will be used as a basis for any additional areas of work deemed necessary due to unforeseen conditions.
 - c. Provide line item cost(s) for replacement of any additional unforeseen components to Owner for approval prior to proceeding with any additional work; Owner shall not pay for any unauthorized additional work.
 - d. Verification of grades and / or spot elevations shall be done by GC as required to execute work under the scope of this project; civil engineering plans or services shall not be provided.

- e. All mobilization fees (including, but not limited to equipment rental and storage) shall be paid by the General Contractor.
- f. GC shall coordinate phasing for this work with MTS as staff and public access to the lot must be maintained during this repair effort.
- g. GC shall always maintain a clean work environment during construction.

Additional Alternative Projects

MTS does not guarantee that these projects will be included in this project but would like vendors to make proposals for each alternative in the event MTS can move forward.

ALTERNATE 1: Provide a separate line item ALLOWANCE of \$5,000 to replace the (20) site light pole fixtures with LEDs; verification of the appropriate fixture unit will be required

ALTERNATE 2: Provide a separate line item cost to install a 50'L x 11'W x 10"THICK concrete bus pad on North 17th Street. This project includes:

1. Provide 12" thick compacted stone sub-base; all costs and coordination required to secure city permitting shall be included in the value of this ALTERNATE;
2. This is an excavation in the public way and Vendors must apply for a Public Works Excavation - Non-Utility permit. This would require a site plan with excavation dimensions and grades for the new pad as well as the location of any underground utilities in the vicinity.
3. A concrete contractor licensed and bonded with the City must complete the work.
4. As a public entity doing work in the right of way, MTS may be eligible for a no fee permit.
 - a. Vendors should verify with Scott Olive from the City of Milwaukee permitting section. The following link include guides showing how to fill out the permit application:
<https://aca3.accela.com/MILWAUKEE/Default.aspx>

IV. Bid Terms and Conditions

Bid Due Date

Proposals must be submitted at or before 2:00p.m. CDT on October 23, 2020. 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. Faxed or emailed proposals will not be accepted. One proposal per vendor.

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 October 13, 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 Debby Casper or 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.

Manufacturers Name:

Bidders shall state in their bids the Manufacturer or Trade name and part number of the items they propose to furnish. The name of any manufacturer or trade name in the specifications is only for specifying a standard quality and type and for no other purpose.

Incurred Expenses

MTS shall not be responsible for any cost or expense incurred by the firms preparing and submitting a Proposal or cost associated with meetings and evaluations of Proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer’s legal counsel during any and all phases of the bid process, any appeal or administrative review process.

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 may not be honored and the submitted proposal may still be considered for acceptance by MTS. The decision to honor a withdrawal after the bid open is in the sole discretion of 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 lowest responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria, listed in the table below, to be considered a responsible bidder. The bidder is required by MTS to submit documentation demonstrating compliance with the responsible bidder criteria. If the bidder is missing any of the following criteria, MTS may find that the bidder is not responsible. Such determination is in the sole opinion of MTS. Contractor Qualifications: Requires a minimum five (5) years of verifiable commercial experience, success, and in-service performance of this type of work.

CRITERIA	Responsible Vendor
Vendor experience	Please provide in your cover letter an explanation of your five (5) years of commercial experience. Include: <ol style="list-style-type: none"> 1. The number of years your organization has been in business. 2. A list of successfully completed projects similar in scope to this project.

Targeted Business Enterprise Goal (TBE):

This project has a Targeted Business Enterprise (TBE) goal of 25%. To be considered for this project, the Prime *must* submit a Subcontractor/Supplier Information Sheet (TBE-02) with your Bid/Proposal. Additionally, the award of this Contract is conditioned upon your good faith efforts in achieving this project's TBE goal, and you must document those efforts by submitting with your Bid/Proposal one of the following:

A signed and notarized *Commitment to Contract with TBE Firms* (TBE-14) form(s), one for each TBE documenting the participation achieved toward satisfying the goal *, evidencing your proposed participation plan to meet or exceed the TBE goal;

OR

A signed and notarized *Certificate of Good Faith Efforts* (TBE-01) form** and all relevant documentation, including a signed and notarized *Commitment to Contract with TBE Firms* (TBE-14) form for each TBE documenting the participation achieved toward satisfying the goal.

*TBE-14 form(s) must identify (1) the TBE firm(s) by name and address, (2) the scope(s) of work/service(s) to be provided, (3) the dollar amount(s) of such work, and (4) the percentage of the TBE goal to be met. The form must be signed by the Prime and notarized to be considered responsive. The signature of the TBE firm in the affirmation section is not required at time of bid but will be required for the participation plan to be approved. Milwaukee County is entitled to reject your Bid/Proposal for failing to identify this information for each TBE.

TBE-01 form(s) must be complete to the fullest extent possible and outline communications with both solicited TBE firm(s) and Milwaukee County's Community Business Development Partners department (CBDP). Submission of form(s) with supporting documentation such as emails and similar correspondence is strongly recommended. **A necessary step in the good faith efforts process and for documentation in the *Certificate of Good Faith Efforts* (TBE-01) form, is contacting CBDP at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the County's TBE Program procedures.

During the Contract, the successful Bidder/Proposer and all subcontractors will use the County's online reporting system B2G to document TBE participation. The *Targeted Business Enterprise (TBE) Utilization Specifications* and forms to be used are included in the BID/RFP.

The official directory of eligible TBE firms can be accessed through the following link:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

To access the North American Industry Classification System (NAICS), please go to Business Classifications by NAICS Code: <http://www.census.gov/eos/www/naics/>

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

This is a firm fixed price one (1) year contract.

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.

Insurance Requirements

Insurance Certificate meeting the MTS minimums, must be received from all parties doing work at the work site, prior to any work starting. The certificates of insurance must list Milwaukee County and

Milwaukee Transport Services as additionally insured.

Continuation Clause

Contractor recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Contractor agrees that MTS, in its sole discretion, and by written notice to Contractor at least 30 days prior to contract expiration, may extend this Agreement for up to an additional 120 days. If extended by MTS, Contractor shall continue to provide services under this Agreement, on the same Terms as set forth in this Agreement. MTS may terminate any such extension by providing Contractor with 30 days' notice. Contractor further agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to any successor Contractor.

Information Release

All materials submitted become the property of MTS. Any restriction on the use of data contained within a request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Milwaukee County Ordinances, State of Wisconsin procurement regulations, and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation and innovations become the property of MTS.

MTS may, at any time during the procurement process, request and/or require additional disclosures, acknowledgments, and/or warranties, relating to, without limitation, confidentiality, EEOC compliance, collusion, disbarment, and/or conflict of interest.

Cost (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. Milwaukee County has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

False Information

If MTS determines that a Proposer purposefully or willfully submitted false information in response to this Bid, the Proposer will not be considered for an award and any resulting Agreement that may have been executed may be immediately terminated.

Right to Reject: MTS reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, the best interest of MTS will be served thereby.

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

Alternate Proposals

Vendors may only submit one proposal for evaluation. Alternate proposals (proposals that offer something different than what is asked for) will be rejected.

Milwaukee Transport Services Inc., (MTS) reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, the best interests of Milwaukee

Delays in Delivery

Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays deemed by the Director of Materials Management to be clearly and unequivocally beyond the contractor's control, will be recognized. The vendor may be relieved of meeting the delivery time specified if vendor files with the Director of Materials Management a request for an extension of time, signed by a responsible official, giving in detail all the essential circumstances which upon verification by Director of Materials Management justifies such extension.

Delivery Terms

Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.

Written Change Orders

Oral change orders are not permitted. No change in this contract shall be made unless the contracting officer gives his prior written approval, therefore. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the contract and signed by the contracting officer.

V. Preparing and Submitting a Bid

Cost Response:

Do not adjust the pricing format. The cost figures shall be furnished on the price sheet(s) provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets(s) and the signature sheet. One (1) original copy of the price sheet and signature sheet, plus one (1) copy on a vendor provided thumb drive are required to be returned. Provide the hard copy in a separate sealed envelope.

The price quoted should be inclusive of all labor markups, tags and any other charges. No hidden charges will be allowed, therefore a complete, disclosure of charges should be included within the submitted bid. Any charges not disclosed on the bid would be the sole responsibility of the Contractor proposing the cost. MTS is tax exempt.

An electronic, fillable price sheet is available upon request to the Bid Administrator.

This Invitation to Bid should not be construed as a contract to purchase goods or services from any of the participating Contractors.

Tax Exemption:

MTS is an 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. Bids shall be submitted excluding any of these taxes.

Variations in Word and Figures

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

Instructions for Proposal Submittal

Bid a unit price per each unit. Award(s) will be made to the lowest responsible bidder complying with the specifications, & will be based on what is deemed in the best interest of MTS. All responses must be returned in a sealed envelope provided by the vendor with Bid Number **2020-17 Parking Lot Repairs** clearly marked on the outside of the envelope and received by **October 23, 2020 – 2:00 PM CDT**. If bids are returned via Federal Express or UPS, the outer envelope must also be clearly identified with the bid number & title as stated above. **Faxed or emailed bids will not be allowed or accepted.**

Bidders shall be responsible to obtain all documents pertaining to the bid via the website:

<https://www.ridemcts.com/business-partners/ebid>

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. Cover letter: Must address the Responsible Bidder requirements
2. Signature Sheet (One Signed Original)
3. Proposal Price Sheet(s)
4. One signed EEO Certificate
5. Conflict of Interest Form
6. TBE Form
7. Bidders List Form

Protest and Appeals Policy for Sealed Bids

Calculation of time in days and hours shall exclude Saturdays, Sundays and major holidays.

A. Prior to sealed bid opening:

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

2. 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:

1. 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.
2. 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.
3. 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:

1. 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.

2. 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**

3. 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.

4. The Chairperson of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing.

5. The Purchasing Appeals Committee shall affirm, reverse or modify the decision of the Director of Materials Management and its' decision shall be final.

VI. Milwaukee County Terms and Conditions

Calculation of time in days and hours shall exclude Saturdays, Sundays and major holidays. Where Milwaukee County Terms and Conditions conflict with the Bid Terms and Conditions in Section III of this document, the Terms and Conditions in Section III of this document will prevail.

1. Award

Award will be made to the lowest responsive, responsible bidder meeting specifications. MTS reserves the right to award a separate contract for each item unless otherwise specified in the bid; any group of items; or to reject any or all bids or any portion of any or all bids when, in the opinion of the Director of Materials Management the best interests of MTS will be served thereby.

Milwaukee Transport Services, Inc reserves the right to make an award based on its own determination, or to reject any or all proposals or portions of same, if in the opinion of MTS, Inc., the best interests of Milwaukee Transport Services, Inc. will be served thereby.

2. Tie Bids

If there are tie bids, award will be made in accordance with tie bid provisions as outlined in Chapter 32 of the Milwaukee County General Ordinances.

3. Changes in Specifications

Changes to specifications are not permitted. Bids not meeting the minimum requirements specified shall be rejected. All merchandise shall be new and unused unless otherwise specified in the specifications.

4. Defaulting Bidders Excluded

No bids will be accepted from any person, firm or corporation that has failed to perform faithfully any previous contract with MTS unless said person, firm or corporation has been reinstated on the eligible list of bidders by the Director of Materials Management.

5. Delays in Delivery

Delays in delivery caused by bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays deemed by the Director of Materials Management to be clearly and unequivocally beyond the contractor's control, will be recognized. The vendor may be relieved of meeting the delivery time specified if vendor files with the Director of Materials

Management a request for extension of time, signed by a responsible official, giving in detail all the essential circumstances which upon verification by Director of Materials Management justifies such extension.

6. Delivery Terms

Bids shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by the vendor.

7. Taxes

MTS is exempt from Federal Excise Taxes and Wisconsin State Sales Tax. Bids shall be submitted without such taxes.

8. Code of Ethics

The Milwaukee County Code of Ethics states in part, "No person may offer to give to any Public official or employee or his immediate family, and no Public official or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officers or employees' vote, official actions or judgment would be influenced thereby."

No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any County official who has approval authority over that contract during its consideration. Contract consideration shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval. This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section. The language in Section 9.05(2)(l) shall be included in all Request for Proposals (RFP) and bid documents.

9. Funds

If funds are not appropriated for payment of this contract, Purchaser may terminate contract at the end of any fiscal year upon 30 days written notice.

MTS operates the transit system for, and under an agreement with, Milwaukee County, Wisconsin. All multi-year contracts / agreements with MTS are contingent upon Milwaukee County retaining MTS as the operator of the transit system. The continuation of this agreement beyond December 31 of any given year, shall be contingent upon MTS receiving the necessary funding from the government agency.

10. 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:

Type of Coverage

Minimum Limits

Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation
General Liability	\$100,000/\$500,000/\$100,000
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	\$1,000,000 Per Accident
Bodily Injury and Property Damage All Autos	
Professional Liability	\$1,000,000 Per Occurrence
Refer to Additional Provision A.1.	\$3,000,000 Aggregate
Umbrella Liability	\$5,000,000 Per Occurrence
Policy will follow form to underlying Employer's, General, and Automobile Liability policies	\$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.

11. Indemnification Agreement

The successful bidder shall indemnify and hold harmless Milwaukee Transport Services, Milwaukee County, their employees, agents and assigns, from any and all liability for damages on account of injury, including death, to persons, including employees of Milwaukee Transport Services or Milwaukee County, or for damage to property which actually or allegedly results from or actually or allegedly arises in connection with the performance of services or the furnishing of goods or products provided in connection

with this bid. In addition, the successful bidder shall reimburse Milwaukee Transport Services, Inc. and Milwaukee County for all costs, expenses, including all costs of defense attorney's fees, and all other losses incurred by Milwaukee Transport Services, Inc. or Milwaukee County in connection with any claims, demands and causes of action, whether meritorious or not, which may be brought against Milwaukee Transport Services, Inc., Milwaukee County or their employees, agents or assigns, arising in whole or in part from goods, services or products provided or furnished for this bid.

12. Intellectual Property Indemnification

The successful bidder shall defend, at its expense, any action brought against MTS or Milwaukee County or their employees to the extent that it is based on a claim that the goods, services, or products provided relating to this purchase order infringes any patent, trade secret, trademark, copyright, or other proprietary right. Successful bidder shall indemnify MTS and Milwaukee County for any costs, damages, and fees, including any costs, damages, and fees finally awarded against MTS and Milwaukee County, which are attributable to such claim, if MTS or Milwaukee County notifies successful bidder of the claim. MTS and Milwaukee County shall permit successful bidder, at successful

bidder's sole discretion, to defend, compromise or settle the claim. MTS and Milwaukee County shall provide all available information, assistance and authority to enable Vendor to do so, provided successful bidder reimburses MTS and Milwaukee County for such activity.

13. Independent Contractor

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between MTS, Inc. or its successors and the Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is always acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

14. Retention of Records

Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment of this contract

15. Audit of Records

Contractor shall permit the authorized representative of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all data and records of Contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontracts and/or associates are utilized, prime contractor shall have a written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime Contractor.

16. Non-Discrimination

The contractor, lessee, offeror, supplier, purchaser, etc., agrees not to discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which include, but not limited to: recruitment or recruitment advertising; employment; upgrading; demotion or transfer, layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. A violation of this provision shall be sufficient cause for MTS to terminate the contract, lease, order, etc. pursuant to County Ordinance 56.17 - Non-Discriminatory Contracts.

17. Disadvantaged Business Enterprise

The contractor, sub recipient or subcontractor shall not discriminate based on 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 DOT assisted contracts. Failure by

the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

18. Termination for Convenience

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

19. Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract 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, MTS may terminate this contract for default. Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by MTS 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, MTS 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.

20. Opportunity to Cure

MTS in its sole discretion may, in the case of a termination for default, allow the Contractor thirty (30) days 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 MTS' satisfaction the default or any other terms covenants, or conditions of this Contract within the thirty (30) days after receipt by the Contractor of written notice from MTS setting forth the nature of said default, MTS shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude MTS from also pursuing all available remedies against the Contractor and its sureties for said default.

21. Employee's Right to Know

It is a direct condition of the Terms of this proposal that if there be any toxic substances, materials, or infectious agents, the offeror shall supply copies of material safety data sheets (SDS) in accordance with Wisconsin Statutes, Chapter 364. These can be sent to **Equipment Engineer, 1525 W. Vine Street, Milwaukee WI 53205**

22. Written Change Orders

Oral change orders are not permitted. No change in this contract shall be made unless the contracting officer gives his prior written approval therefore. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the contract and signed by the contracting officer.

23. Waiver of Informalities

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

24. Protest and Appeal

Protest Policy for Sealed Bids:

Calculation of time in days and hours shall exclude Saturdays, Sundays and major holidays.

1. Prior to sealed bid opening:
2. Protests to form and content of bid documents shall be received by the Director of Materials Management not less than five (5) days prior to the time scheduled for bid opening. Protests shall be in writing and state the specific reason for the protest.
3. 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:

1. 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.
2. When a sealed bid is awarded to other than the lowest bidder, all bidders shall be notified in writing by email. The *sent* copy of the email shall be proof that the notification was sent to all bidders. Any protest to the award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of the email.

Director of Materials Management within five (5) days after receipt of a protest notice, shall respond the bidder in writing via email or fax. The sent copy of the email or the copy of the fax transmission 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 specific reason for the protest. The Director of Materials Management shall review the protest and notify the protestor of a decision in writing via email or via 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, or 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 *sent* email or fax transmission cover sheet shall be conclusive proof of the time and date of receipt by a bidder.

C. Appeals to the Purchasing Appeals Committee:

1. 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.
2. 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

3. 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.
4. The Chairperson of the Purchasing Appeals Committee shall notify all interested persons of the time and place of the hearing.
5. The Purchasing Appeals Committee shall affirm, reverse or modify the decision of the Director of Materials Management and its' decision shall be final.

25. Contract Continuation

Contractor recognizes that the services under this contract are vital to MTS and to the public and must be continued without interruption. Contractor agrees that MTS, in its sole discretion, and by written notice to Contractor at least 30 days prior to contract expiration, may extend this Agreement for up to an additional 120 days. If so extended by MTS, Contractor shall continue to provide services under this Agreement, on the same Terms as set forth in this Agreement.

26. Quantities

Items shipped in excess of the designated quantities will not be accepted and will be returned at the Vendor's expense.

27. Invoices

Invoices shall be emailed to accountspayable@mcts.org Governing Law and Venue. Any purchase made pursuant to these Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of Wisconsin for all purposes regarding any such purchase, and further agrees and consents that venue of any action hereunder shall be exclusively Milwaukee County, Wisconsin.

28. Compliance with Laws

Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold Milwaukee Transport Services, Inc and Milwaukee County, its agents, officers and employees harmless from any all liability and costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.

29. Most Favored Customer

Vendor represents and warrants that the prices Vendor charges MTS do not exceed existing selling prices to other customers for same or substantially similar items or services for comparable quantities under similar Terms and Conditions.

30. Code of Ethics

Vendor during the period of any Contract with MTS shall not hire, retain, or utilize for compensation any member, officer, or employee of MTS or any person who. To the knowledge of Vendor, has a conflict of interest.

31. Invalidity, Remedies Not Exclusive

The invalidity in whole or in part of any Term or Condition of these Terms shall not affect the validity of the remainder of these Terms and the application of such provisions to other persons or circumstance shall not be affected thereby. The rights and remedies provided herein shall not be exclusive and are= in addition to any other rights and remedies in law or equity.

Sample 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 _____ (hereinafter 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. MTS Purchase Order

2. STAFFING.

Contractor's employees listed below are assigned to MTS and are the main points of contact for this Contract.

<u>Name</u>	<u>Position</u>
-------------	-----------------

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, MTS.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. TARGETED BUSINESS ENTERPRISES.

Contractor shall adhere to the approved TBE participation plan contained in this contract, which assures that 25 % percent of the Contract be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Contract. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan. A copy of the TBE-14 form is attached to this Contract as Exhibit ___.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. SUBCONTRACTS.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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:

To MTS:

Attn.:

Attn.: Materials Management

Address:

Address: 1942 N. 17th St
Milwaukee, WI 53205

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

27. 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.

28. LIQUIDATED DAMAGES

- a. Contractor shall agree to reimburse MTS \$115/hr. for any labor or charges incurred to repair or address any quality defects in Contractor's manufacturing that must be addressed immediately.
- b. In the event that Contractor fails to comply with a request from MTS to repair, replace materials, correct defective work, equipment, or accessories, MTS shall, upon written notice to Contractor, have the authority to deduct the cost(s) incurred by MTS to address the request from the next payment due under the contract.

29. 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.

30. 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.

31. 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

Milwaukee Transport Services, Inc
Parking Lot Repair Project at
Hillside Administration Building
1942 N 17th Street
Milwaukee, Wisconsin 53205



Subject Area of Work

September 3, 2020



Milwaukee Transport Services, Inc Parking Lot Repair Project at

Hillside Administration Building

1942 N 17th Street

Milwaukee, Wisconsin 53205

Description of Project Parameters

MCTS seeks to repair the parking lot at this building. The subject areas have been damaged by on-going routine use. The scope of repairs needed includes asphalt paving; concrete flat work, entry drive aprons, and curbs & gutters; resetting of a storm inlet structure; resealing the entire lot; restriping paint, and landscape restoration.

ALTERNATE 1: Replace site light pole heads with LED fixtures

ALTERNATE 2: Provide concrete bus stop pad on North 17th Street

General Scope Notes: (reference Keynotes on Aerial Site Plans)

- ① Remove and replace area of asphalt paving as follows:
 - a. Saw-cut area as noted on site plan (verify extent in field)
 - b. Remove deteriorated asphalt and stone as required to attain an appropriate sub-base for bearing
 - c. Install and compact new stone base (reuse existing stone as practical)
 - d. Place new asphalt paving in layers to match existing adjacent areas [3" base layer + 2" top layer]; pitch to accommodate drainage to storm structures
- ② Reset / replace dropped concrete curb and gutter to align with adjacent
- ③ Reset dropped curb storm inlet as follows:
 - a. Remove portion of damaged (recessed) asphalt paving in front of inlet
 - b. Remove portion of curb as needed to accommodate removal of inlet structure
 - c. Verify condition of underlying connections and components; let Owner and Architect know of any concerns regarding extent of damage to sub-structure
 - d. Restore all underlying connections and reset inlet structure to align with adjacent curbs
 - e. Restore asphalt paving as per Note 1 above
- ④ Remove and replace portion of concrete curb and gutter to match profile of existing adjacent
- ⑤ Clean out and reseal crack in asphalt
- ⑥ Replace concrete drive apron and sidewalk
- ⑦ Replace concrete walk to align with adjacent surfaces
- 8 Seal coat entire lot
- 9 Repaint all stripes to match existing layout
- 10 Restore landscaping impacted by repair work

NOTES:

- Retain and protect all signage in lot during repair work
- Provide unit costs for all components (asphalt, stone sub-base, curb & gutter, concrete flat work, etc); unit costs will be used as a basis for any additional areas of work deemed necessary due to unforeseen conditions
- Provide line item cost(s) for replacement of any additional unforeseen components to Owner for approval prior to proceeding with any additional work; Owner shall not pay for any unauthorized additional work
- Verification of grades and / or spot elevations shall be done by GC as required to execute work under the scope of this project; civil engineering plans or services shall not be provided
- All mobilization fees (including, but not limited to equipment rental and storage) shall be paid by the General Contractor
- GC shall coordinate phasing for this work with MCTS as staff and public access to the lot must be maintained during this repair effort
- GC shall maintain a clean work environment at all times during construction

Contractor Qualifications:

Requires a minimum five (5) years of verifiable commercial experience, success, and in-service performance of this type of work.

ALTERNATES:

ALTERNATE 1: Provide a separate line item **ALLOWANCE of \$5,000** to replace the (20) site light pole fixtures with LEDs; verification of the appropriate fixture unit will be required

ALTERNATE 2: Provide a separate line item cost to install a 50'L x 11'W x 10"THICK concrete bus pad on North 17th Street; provide 12" thick compacted stone sub-base; all costs and coordination required to secure city permitting shall be included in the value of this ALTERNATE; As this is excavation in the public way the first step would be to apply for a Public Works Excavation - Non-Utility permit. This would require a site plan with excavation dimensions and grades for the new pad as well as the location of any underground utilities in the vicinity. A concrete contractor licensed and bonded with the City would also need to do the work. After the application has been submitted it would be routed to all sections that would need to check for conflicts with their facilities and approve the plans.

As a public entity doing work in the right of way, MCTS may be eligible for a no fee permit. This would need to be verified by Scott Olive from the City of Milwaukee permitting section The following link include guides showing how to fill out the permit application:

<https://aca3.accela.com/MILWAUKEE/Default.aspx>

END OF NARRATIVE



ALTERNATE 2:
 PROVIDE 50'Lx11'Wx10"THICK
 CONCRETE PAD ADJACENT
 TO EXISTING BUS STOP
 ALONG NORTH 17TH
 STREET; VERIFY EXACT
 PLACEMENT OF PAD WITH
 MCTS STAFF AND CITY OF
 MILWAUKEE

Milwaukee County
 Transit System



PROPOSED BUS PAD

NOT TO SCALE

a allume
 architects

architecture • interior design • project management

890 elm grove road, suite 106 © allume architects
 elm grove, wi 53122 262.825.4787

PROJECT FOR:

**MILWAUKEE TRANSPORT
 SERVICES, INC.**

1942 N 17TH STREET
 MILWAUKEE, WI 53205

**MCTS HILLSIDE
 ADMINISTRATION BUILDING
 PARKING LOT REPAIRS**

DRAWN BY:

NJM

DATE:

07-23-2020

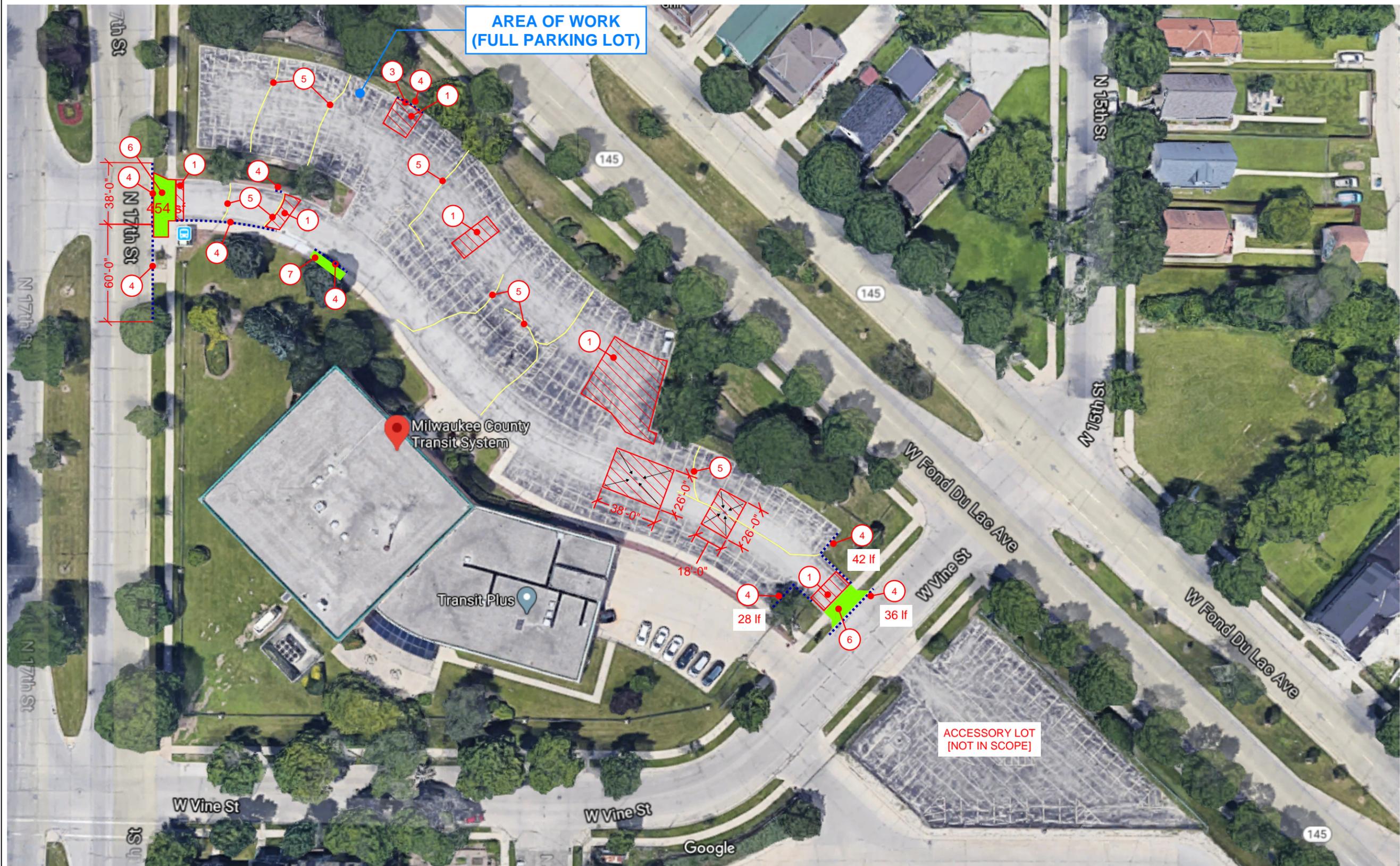
PROJECT NUMBER:

202041

SHEET NUMBER:

A-090

ALTERNATE 2



SITE AERIAL with SCOPE KEYNOTES
NOT TO SCALE

PROJECT FOR:
MILWAUKEE TRANSPORT SERVICES, INC.
 1942 N 17TH STREET
 MILWAUKEE, WI 53205

DRAWING DESCRIPTION:
MCTS HILLSIDE ADMINISTRATION BUILDING PARKING LOT REPAIRS

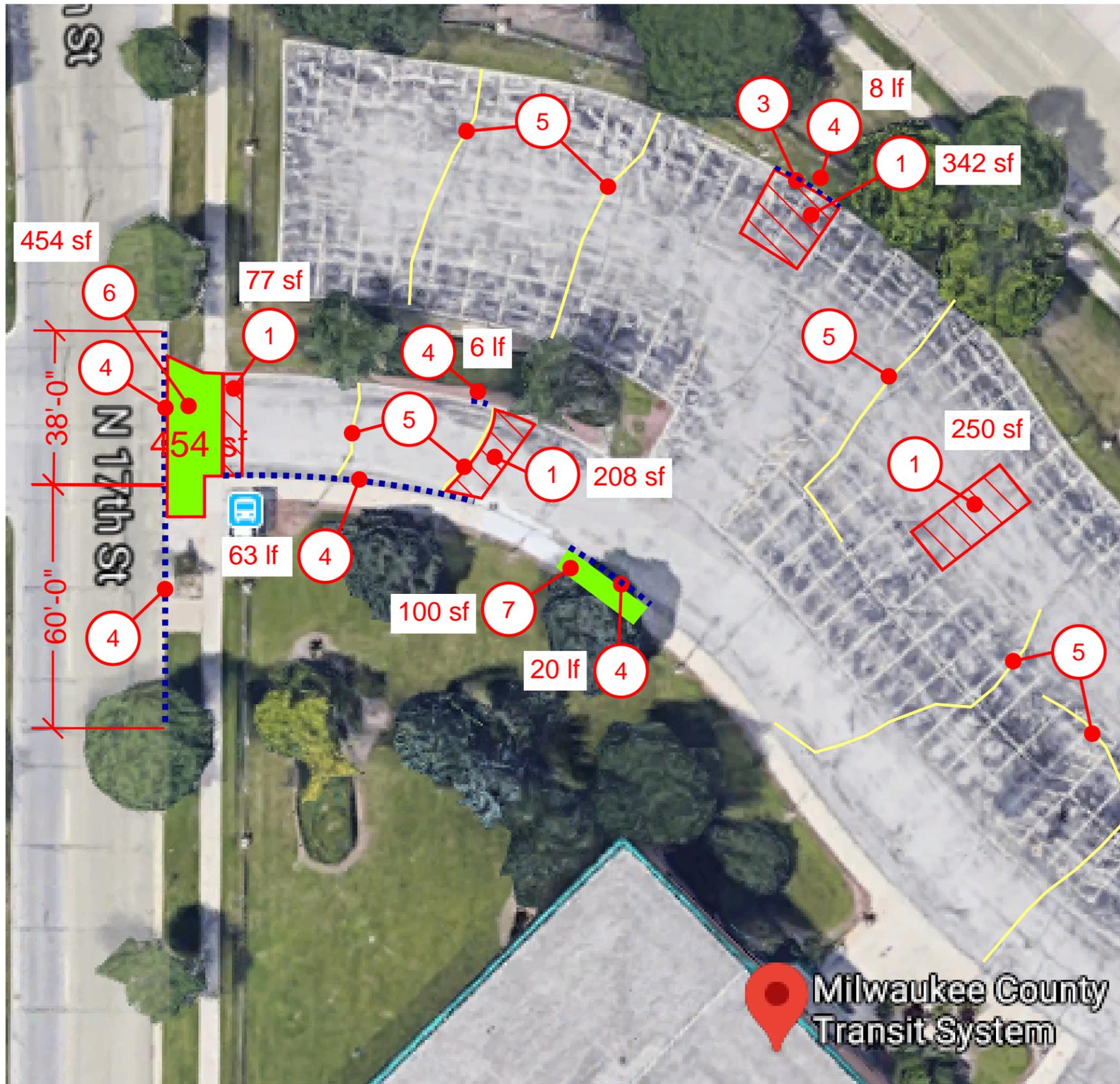
OWNERSHIP OF DOCUMENTS:
 THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE SOLE PROPERTY OF ALLUME ARCHITECTS, LLC AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE EXPRESSED WRITTEN AUTHORIZATION OF ALLUME ARCHITECTS, LLC

DRAWN BY:

DATE:

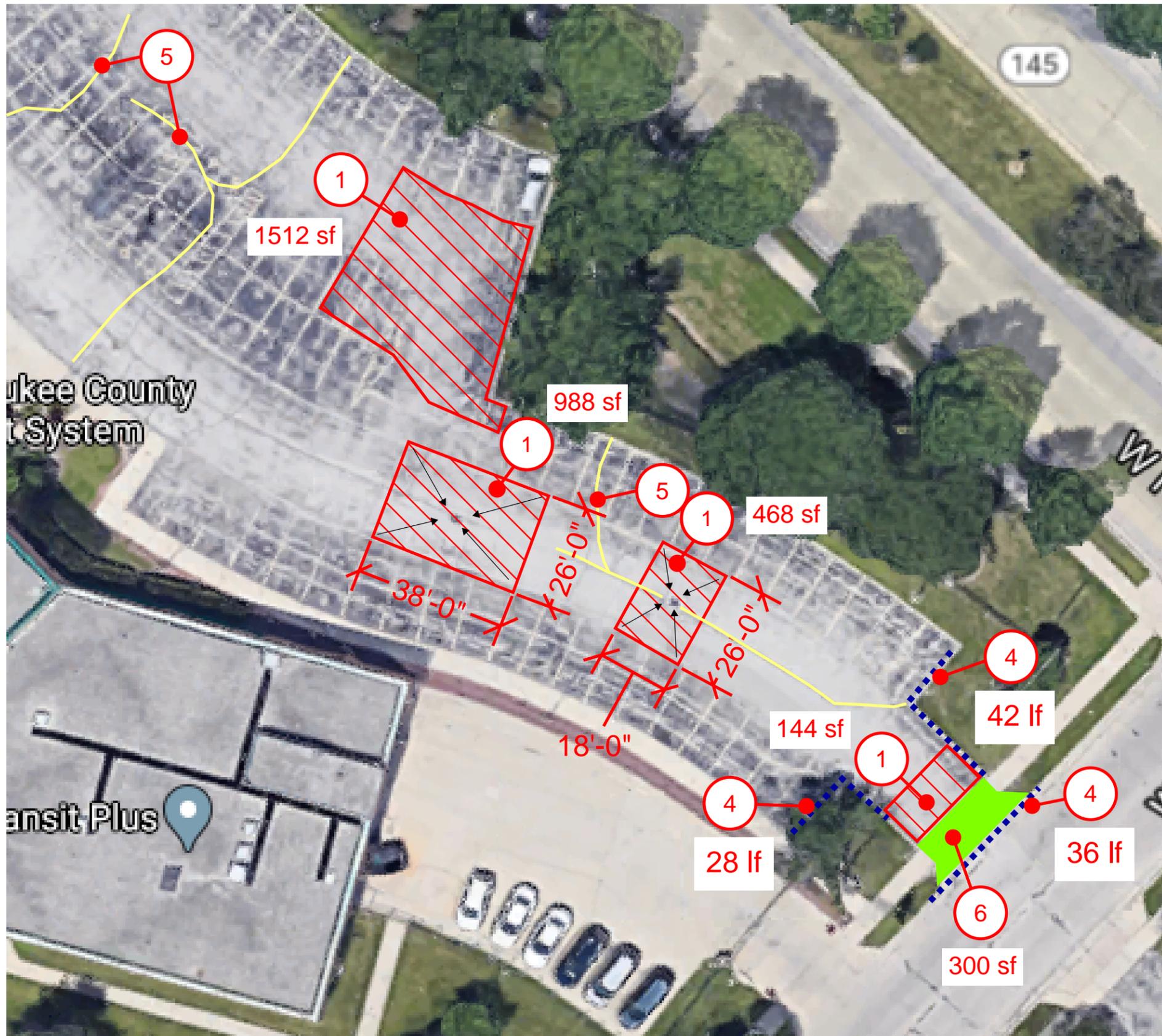
SHEET NUMBER:

A-100
 ADMINISTRATION BUILDING
 PARKING LOT



SITE PLAN SYMBOL KEY	
①	 REMOVE AND REPLACE AREA OF DETERIORATED ASPHALT PAVING X sf (AREA) ↘ (PITCH)
④	 REMOVE AND REPLACE PORTION OF CONCRETE CURB & GUTTER
⑤	 REPAIR AND RESEAL JOINT IN ASPHALT PAVING
⑥	 REMOVE AND REPLACE AREA OF CONCRETE
⑦	 REMOVE AND REPLACE AREA OF CONCRETE

ENLARGED SITE AERIAL with
SCOPE KEYNOTES - NORTH
NOT TO SCALE



SITE PLAN SYMBOL KEY

①		REMOVE AND REPLACE AREA OF DETERIORATED ASPHALT PAVING X sf (AREA) ↘ (PITCH)
④		REMOVE AND REPLACE PORTION OF CONCRETE CURB & GUTTER
⑤		REPAIR AND RESEAL JOINT IN ASPHALT PAVING
⑥		REMOVE AND REPLACE AREA OF CONCRETE
⑦		

ENLARGED SITE AERIAL with SCOPE KEYNOTES - SOUTH
NOT TO SCALE



REMOVE AND REPLACE AREA OF DETERIORATED AND CRACKED ASPHALT PAVING

AREA OF DETERIORATED ASPHALT PAVING (TYPICAL OF MULTIPLE LOCATIONS)



AREA OF DETERIORATED ASPHALT PAVING



REPAIR CRACKS IN ASPHALT PAVING AS PER SCOPE NARRATIVE

REMOVE AND REPLACE PORTION OF DETERIORATED CONCRETE CURB & GUTTER AS PER SCOPE NARRATIVE

REMOVE AND REPLACE AREA OF DETERIORATED ASPHALT PAVING AS PER SCOPE NARRATIVE



RESTORE LANDSCAPING

REMOVE AND REPLACE PORTION OF CONCRETE CURB & GUTTER AS NEEDED FOR STORM INLET WORK

RESET CURB STORM INLET AS PER SCOPE NARRATIVE

REMOVE AND REPLACE AREA OF DETERIORATED AND SETTLED ASPHALT PAVING

CURB STORM INLET TO BE REPLACED



LONG VIEW OF CURB STORM INLET TO BE REPLACED



REMOVE AND REPLACE CONCRETE CURB & GUTTER, DRIVE APRON, AND SIDEWALK

REMOVE AND REPLACE AREA OF DETERIORATED ASPHALT PAVING AT END OF DRIVE LANE; REFER TO AERIAL SITE PLAN FOR EXTENT OF SUBJECT AREA

PROVIDE CONCRETE WALK AT AREA OF EXISTING RED GRAVEL

DETERIORATED CONCRETE DRIVE APRON AND WALK TO BE REPLACED (ENTRANCE ONTO NORTH 17TH STREET - NORTH VINE STREET ENTRY, SIMILAR)



ALTERNATE: PROVIDE LINE ITEM COST FOR 50'Lx11'Wx10"THK CONCRETE BUS STOP PAD IN STREET AS PER MCTS SPECIFICATIONS; REFERENCED IN THIS PACKET



REMOVE AND REPLACE PORTION OF CONCRETE CURB & GUTTER AS NEEDED FOR STORM INLET WORK

REMOVE AND REPLACE AREA OF DETERIORATED AND ASPHALT PAVING AROUND CATCH BASIN; PITCH NEW ASPHALT AS REQUIRED FOR DRAINAGE

REMOVE AND REPLACE AREA OF DETERIORATED AND ASPHALT PAVING IN GUTTER PAN

PORTION OF CURB TO BE REPLACED

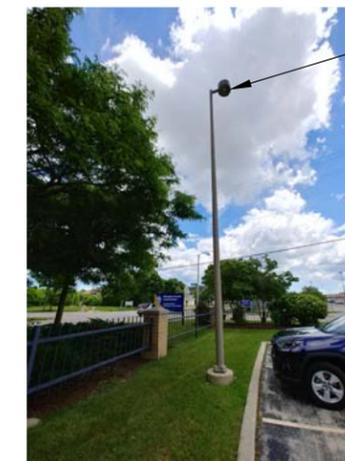


DETERIORATED ASPHALT PAVING AROUND CATCH BASIN



REMOVE AND REPLACE AREA OF DETERIORATED AND ASPHALT PAVING; REFER TO AERIAL SITE PLANS FOR EXTENT, TYPICAL

DETERIORATED ASPHALT PAVING IN PARKING FIELD



PROVIDE ALTERNATE FOR REPLACEMENT OF LIGHT FIXTURES HEADS; GC SHALL VERIFY AVAILABILITY OF LED REPLACEMENT HEADS

EXISTING SITE LIGHT POLE

Parking Lot Repairs

Bid 2020-17



Required Forms

BID 2020-17 Parking Lot Renovations Price Sheet					
Mobilization	Labor cost per hour	Total hours	Line Item Cost		
Equipment					\$
Site Preperation					\$
Dumpsters					\$
Additional Costs _____					\$
Pulling Permits					
Required Permit Costs					\$
Saw Cutting	Labor cost per hour	Total hours	Price per Linear Foot	Total Linear Feet	Total Cost
Crack Cutting					\$
Curb & Gutter					\$
Additional Costs _____					\$
Driveway Approached and Sidewalks	Labor cost per hour	Total hours	Price per Linear Foot	Total Linear Feet	Total Cost
Demo Out					\$
Repour					\$
Additional Costs _____					\$
Concrete Curb and Gutter	Labor cost per hour	Total hours	Price per Linear Foot	Total Linear Feet	Total Cost
Demo Curb and Gutter					\$
Repour Curb and Gutter					\$
Site Restoration/Landscaping behind new gutter					\$
Additional Costs _____					\$
Asphalt Repair	Labor cost per hour	Total hours	Price per Linear Foot	Total Linear Feet	Total Cost
Cracks Blown Out to remove losse debris and reseal					\$
Demo and Patching					\$
Repaving at 5" thickness					\$
Seal Coat					\$
Restripe Stalls and Markings					\$
Reset Drains					\$
Additional Costs _____					\$
Other	Labor cost per hour	Total hours	Price per unit	Total units	Total Cost
Insurance					\$
Site supervision					\$
Additional Costs _____					\$
Total Cost Lot Project					\$

Alternate 1-Site Light Poles					
Replace 20 light Fixtures with LED Bulbs	Labor cost per hour	Total hours	Price per Linear Foot	Total Linear Feet	Total Cost
20 LEDs					\$
20 Fixtures					\$
Total Cost Alternate 1 Project					\$
Alternate 2- Bus Pad					
Bus Pad	Labor cost per hour	Total hours	Price per Linear Foot	Total Linear Feet	Total Cost
Demo Curb and Pad					\$
Repour Curb and Pad					\$
Total Cost Alternate 2 Project					\$
Total Project Cost: Lot +Alternate 1 + Alternate 2					\$

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, FOB destination freight prepaid to Milwaukee Transport Services, Inc., 1525 W. Vine St., Milwaukee, WI 53205, unless otherwise noted in this bid.

BY SIGNING THIS BID 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, and all pages of this bid, including any addenda, have been read and understood.

4. Your company has never defaulted on any contract with Milwaukee Transport Services, Inc., or Milwaukee County.

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 and accepts and has read all the Terms and Conditions of MTS, 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: _____

TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program for inclusion of small business. Targeted firms include DBE firms certified by the Unified Certification Program under Federal regulations and WBE and MBE certifications from the State of Wisconsin DOA.

Targeted Business Enterprise (TBE) participation goal for this project is 5%. To be considered for this project, you must submit a *Subcontractor/Supplier Information Sheet* (TBE-02) with your Bid/Proposal listing all subcontractors as well as signed and notarized *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet participation.

TBE-14 form(s) must identify (1) the TBE firm by name and address, (2) the scope of work/service(s) to be provided, (3) the dollar amount of such work, and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE subcontractor for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. Community Business Development Partners (CBDP) is entitled to reject your Bid/Proposal for improperly completed forms.

CBDP may be contacted at 414-278-4851 or cbdpcompliance@milwaukeecountywi.gov for assistance in identifying TBE firms and understanding the County's TBE Program.

The official UCP directory of eligible DBE firms can be accessed through the following link:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

The official directory of eligible MBE and WBE firms may be found at the following link:

<https://wisdp.wi.gov/Search.aspx>

Adherence with prompt payment requirements is monitored through information entered into the Diversity Management and Compliance System, utilizing B2GNow software. Prime contractors are required to report payments received from the County and amounts paid to subcontractors. Subcontractors will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payment policy were complied with. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training. The County will enter the initial contract into the system, and the Prime will enter all subcontractors, including both TBE and non-TBE firms.

The Targeted Business Enterprise (TBE) Utilization Specifications and forms to be used are included in the Project Manual/RFP.

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Targeted Business Enterprise (TBE) Program for inclusion of small business. Targeted firms include DBE firms certified under the Unified Certification Program following Federal regulations and WBE and MBE certifications from the State of Wisconsin DOA.

For a non-certified firm bidding or proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. This allows for increased participation by providing opportunities for multiple certifications to be included in the project.

For a TBE firm bidding or proposing as Prime, the goal must be satisfied using DBE subcontractors or sub-consultants. MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by subcontractors or sub-consultants.

Compliance reporting is accomplished from collection of data in the Diversity Management and Compliance System, utilizing B2GNow software. Prime contractors are required to report payments received from the County and amounts paid to subcontractors in the system. Subcontractors will receive an automated email requesting them to confirm the amounts and whether the terms of the prompt payments policy were followed. There is no cost to the Prime or any subcontractor, the only requirement is to become a registered user and complete the one hour webinar training.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the Targeted Business Enterprise (TBE) participation goal of 17%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory and MBE and WBE firms certified by the State of Wisconsin DOA. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the UCP or State of Wisconsin DOA prior to submission of proposal.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. For a non-certified firm proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. For a TBE firm proposing as Prime, the goal must be satisfied using only DBE firms and MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by certified sub-consultants.

PROPOSAL CONSIDERATIONS

3. The County may reject your proposal if it does not include the **Commitment to Contract with TBE (TBE-14)** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the sub-consultant, sign the form, and have the TBE firm sign the form in the affirmation section prior to acceptance of your proposal by the County.
4. If awarded the contract, you will enter into a contractual agreement, directly or through sub-consultant, according to the **Commitment to Contract with TBE (TBE-14)** form(s) provided with your proposal. Copies of the executed agreements(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
 - b. One hundred percent (100%) for the work performed by a TBE sub-consultant. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE participation unless the work is performed by another TBE.
 - c. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

FOLLOWING CONTRACT AWARD

7. The County reserves the right to conduct compliance reviews and request, both from you and your subs, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract terms. If you fail to take corrective action as directed, the County may take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified consultants, and refuse to accept future proposals from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
8. You must submit copies of the executed subcontract agreement(s) for each of the sub-consultants listed on the contract. REQUESTS FOR PAYMENT WILL BE DELAYED IF NOT SUBMITTED.
9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE consultants are also required to notify and obtain approval from the County prior to subletting work.
10. The Prime will record payments received from the County and payments made to sub-consultants directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the invoice work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for DBE firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for CONSTRUCTION

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of 25%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory and MBE and WBE firms certified by the State of Wisconsin DOA. All firms must be certified prior to the bid submission deadline. A firm certified in another state must be certified by the UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation**: Participation is based upon the total dollar value of your base bid less allowance. Participation must be maintained throughout the contract, including additional contract work such as: acceptance of alternates, negotiated procurements, change orders, addendums, and use of allowances. For a non-certified firm proposing as Prime, participation may be obtained utilizing a TBE firm, whether DBE, MBE, or WBE. For a TBE firm proposing as Prime, the goal must be satisfied using only DBE subcontractor(s) and MBE and WBE certifications count as additional participation once the goal is achieved through DBE participation. Any work a TBE Prime self-performs would be counted as additional participation in excess of the participation provided by subcontractors.

BID CONSIDERATIONS

3. The County may reject your bid if it does not include the ***Commitment to Contract with TBE (TBE-14)*** form(s), one completed for each of the firms you are including for participation. The Prime must indicate the dollar amount of work to be provided to the subcontractor, sign the form, and have the TBE firm sign the form in the affirmation section prior to submittal of bid.
4. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the ***Commitment to Contract with TBE (TBE-14)*** form(s) provided with your bid. Copies of the executed contract(s) or purchase order(s) will be submitted to the County.
5. TBE participation credit is calculated as follows:
 - a. All of the identified scope(s) of work must have a commercially useful function in the actual performance of the contract and work must be performed directly by the TBE with their own employees.
 - b. One hundred percent (100%) for the work performed by a TBE subcontractor. If a TBE subcontracts a portion of work to another firm, the value of the subcontracted work will not be counted towards the TBE plan unless the work is performed by another TBE. Material, equipment and supplies provided and installed (put into use) by a TBE also count dollar for dollar toward the goal.
 - c. One hundred percent (100%) for products manufactured by a TBE. TBE manufacturers operate or maintain a facility that produces goods from raw materials, or substantially alters the materials or supplies, on-site.
 - d. One hundred percent (100%) for materials supplied by a TBE dealer/distributor.

Dealer/distributors own, operate, or maintain stores, warehouses, or other establishments where materials or supplies are kept in stock, and regularly sold to the public in the usual course of business. Regular dealers in bulk items such as steel, cement, gravel, stone, and petroleum products don't need to keep stock providing it owns or operates distribution equipment.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

- e. One hundred percent (100%) for the fees or commissions charged for assistance in the procurement of material and supplies. Fees or transportation charges for the delivery of material or supplies by a TBE to a job site also count dollar for dollar toward the goal. The cost of the materials and/or supplies themselves will not be credited towards the TBE plan.

Brokers, Trade Agents and Manufacturers / Independent Sales Representatives arrange or expedite transactions without taking title of the goods being sold and receive a commission or fee for their service.

- f. One hundred percent (100%) for TBE trucking firms. The TBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The TBE must also use trucks owned, insured, and operated by drivers it employs. The TBE may lease trucks from another firm, or an owner-operator, certified as a TBE. The TBE may also lease trucks from a non-TBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself.
 - g. You must notify the County if any TBE contractor(s) sublet any portion of their work.
6. The County reserves the right to request supporting documentation from both you and any listed TBE. If you fail to respond within the time specified, the County may determine you to be non-responsive and remove you from further consideration for contract award.

FOLLOWING CONTRACT AWARD

- 7. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify TBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
 - a. Terminate or cancel your contract, in whole or in part;
 - b. Remove you from the list of qualified contractors, and refuse to accept future bids from you for a period not to exceed three (3) years;
 - c. Withhold contract payments to cover shortfall; and/or
 - d. Bring suit to recover damages up to the amount of the shortfall, including interest at the rate of 12% annually, plus the County's costs, expenses and actual attorney's fees incurred in the collection action.
- 8. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS/PURCHASE ORDERS ARE NOT SUBMITTED.**



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

9. If the TBE(s) cannot perform, or any other issues arise, you must immediately contact CBDP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the TBE affected, and copy the County. This notice must state the reason for the request. The TBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. TBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
10. **Requests for Payment:** You will enter payments received from the County and payments made to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments during the preceding month and will include zero dollar (\$0) entries where no payment has occurred. You must also indicate on the AIA Document **G703 - Continuation Sheet** work being performed by TBEs. Either a) place the word "TBE" behind the work item or b) break out the work done by TBEs at the end of the report. Failure to comply may result in withholding of payments, or enforcement of other sanctions including those listed in Section 7, above.
11. The County has a revolving loan program for **DBE** firms. If you have contracted with a DBE that is using these County funds, you must assist the County for repayment of these funds. This may include, but is not limited to, providing written information regarding the sub's contract balance, prior payment (two or three party) agreements, and the issuance of two-party checks payable in the name of Milwaukee County and the DBE indebted to the County under this program.
12. The County reserves the right to waive any of these specifications when it is in our best interest.



FIRM: _____ Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

Milwaukee County requires the following collection of information on all subcontractors, sub-consultants and/or suppliers submitting quotes on Milwaukee County projects. This information is to be submitted with bid/proposal.

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

Name	CERTIFICATION DBE, MBE, WBE or none	Address	Date Firm Established	Work or Service to be Performed

Note: Information gathered on the background and financial status of firms is protected from disclosure by Federal Regulation.



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE _____

TOTAL CONTRACT AMOUNT (less allowances) \$ _____ TBE Goal: _____

Name & Address of TBE	Scope of Work Detailed Description	1) TBE Contract Amount	2) % of Total Contract

- 1) The total project contract amount is an estimate based on the outcome of negotiation between the Prime and Milwaukee County. In some situations the TBE sub-contract amount **might NOT** be based on the total project contract amount.
- 2) The **percentage** is based on the eligible scope of services that TBE participation can reasonably be obtained; which might not be based on the total project contract amount. The commitment percentage is the key indicator of TBE participation. The **Pass/Fail** determination is based on the percentage stated in the RFP/BID. If the Prime is using one or multiple TBE companies the sum of the percentages **MUST** satisfy the minimum percentage stated in the RFP/BID. Note the percentage indicated on this document will be viewed by CBDP the Prime's **COMMITMENT** to the TBE company.

Bidder/Proposer Commitment (To be completed by firm committing work to TBE)

I certify that the TBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from the TBE firm listed herein.

Prime Contractor/Consultant _____ Phone _____, or one of our subs, will enter into contract with the TBE firm listed, for the service(s) and amount(s) specified when awarded this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

Signature of Authorized Representative Name & Title of Authorized Representative Date

TBE Affirmation (To be completed by TBE Owner/Authorized Representative)

- I affirm that our company is certified as (check all certifications that apply)
 - _____ DBE by the Wisconsin Unified Certification Program certifying partners
 - _____ MBE by State of Wisconsin DOA
 - _____ WBE by State of Wisconsin DOA
 - _____ SBE by SBA Federal Size Standards, NAICS and registered in SAM
 - _____ SBE by Milwaukee County
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein. I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces. I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project. I affirm that our company meets one of the following requirements: Certified as DBE and listed in the Wisconsin UCP Directory, certified as MBE or WBE with the State of Wisconsin DOA, or SBE firm certified by Milwaukee County or meets the SBA size standards and is listed in the SAM directory.

Signature of Authorized TBE Representative Name & Title of Authorized TBE Representative Phone Number Date

FOR CBDP USE ONLY

Commitment number ____ of ____ Participation: _____ Project Total: _____

Authorized Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

DBE <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

MBE and WBE <http://www.doa.state.wi.us/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

Milwaukee County SBE <https://mke.diversitycompliance.com/Default.aspx>

SAM Directory for Federal SBE <https://www.sam.gov/portal/SAM/#1>

- 1. CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.
- 2. WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.
- 3. SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.
- 4. REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBES at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.
- 5. TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to the Milwaukee County Target Enterprise Program, please contact:

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR
MILWAUKEE COUNTY CONTRACTS**

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (other-specify) _____ (henceforth referred to as **VENDOR**), certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability, which includes, but is not 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.

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

A violation of this provision 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.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and persons with disabilities and other protected groups, at all levels of employment in all divisions of the seller, successful respondent or contractor's work force, where these groups may have been previously under-utilized and under-represented

Non-Segregated Facilities

VENDOR 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

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

Reporting Requirements

Where applicable, **VENDOR** certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR 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 ANY one of the following: The Office of Federal Contract Compliance Programs, or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County - City Campus, 9th Floor, 2711 W. Wells Street, Milwaukee, Wisconsin 53208. If a current plan has been filed, indicate where filed _____ and the year covered _____. Please provide proof of your AA Plan approval.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has _____ employees in the Standard
(No. of Employees)
Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and _____ employees in total.
(Total No. of Employees)

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this _____ day of _____ 20____ by:

Firm Name: _____

Address: _____

City/State/Zip _____

Telephone: _____

(Title)

WARNING: An unsigned form shall be considered as a negative response.

By _____
(Signature)

(Please Print Name Here)

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 or MTS employee, agent or representative or an immediate family member of any Milwaukee County or MTS 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 or MTS 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 _____

MILWAUKEE COUNTY – BIDDERS LIST FORM
DOT ASSISTED CONTRACTS [49 CFR, Part 26]

49 CFR, Part 26 requires that all recipients of Federal Funds collect certain information from all bidders submitting responses to solicitations. To assist in the building of demographics for the area upon which reasonable and effective expectations of DBE opportunities may be based, all bidders are required to return this certificate with their offer. Any offer submitted that does not contain a completed copy of this form will be ruled as non-responsive and dropped from further consideration in the procurement process of the solicitation.

Firm Name: _____

Firm Address: _____

Firm Phone (____) _____ Firm Email Address _____

Firm Fax: (____) _____

General Classification of Firm by Quantity of Employees:

____ Less than 10 ____ 11-50 ____ 51-100 ____ 101-500
____ 501-1000 ____ 1001-5000 ____ More than 5000

General Classification of Firm in Age of Existence:

____ 0-5 years ____ 6-10 years ____ 11-50 years ____ Over 50 years

General Classification by Type:

____ Firm is a Small Business ____ Firm is a Certified DBE
____ Firm is a Certified WBE ____ Firm is not one of the above

General Classification by Annual Gross Income:

____ The approximate annual gross income for this firm is less than \$100,000
____ The approximate annual gross income for this firm is \$100,000 - \$250,000
____ The approximate annual gross income for this firm is \$250,001 - \$500,000
____ The approximate annual gross income for this firm is \$500,000 - \$1M
____ The approximate annual gross income for this firm is \$1M - \$5M
____ The approximate annual gross income for this firm is greater than \$5M

I certify this information is accurate to the best of my knowledge.

Signature

Print Name

Date

Bid Submission Checklist

Please note that all items listed below Must be submitted. Use this checklist to verify that all forms are included with your bid proposal.	
Form	Verified Included in Submittal
A cover letter signed by an authorized officer. The Letter must include: a. The number of years your organization has been in business. b. A list of successfully completed projects similar in scope to this project.	
Signed Signature Sheet. One original and one electronic copy on a thumb drive.	
Proposal Price Sheet(s) (one original and one electronic copy on a thumb drive, all in a separate sealed envelope with the TBE paperwork)	
TBE Utilization Forms –include one (1) copy with the price sheet(s) and one electronic copy on a thumb drive	
Signed EEO Certificate. One original and one electronic copy on a thumb drive.	
Signed Conflict of Interest Form. One original and one electronic copy on a thumb drive.	
Singed copies of all addenda released to our website. Signed originals and electronic copies on a thumb drive.	
Completed Bidder’s List Form. One original and one electronic copy on a thumb drive.	