

**MILWAUKEE TRANSPORT SERVICES, INC.**  
**Operator of the Milwaukee County Transit System**  
**1942 NORTH 17<sup>TH</sup> STREET**  
**MILWAUKEE, WI 53205**  
**(414) 937-3293**

**Purchasing Agent: JASON ROSS**

[jross@mcts.org](mailto:jross@mcts.org) | [www.ridemcts.com/business-partners/ebid](http://www.ridemcts.com/business-partners/ebid)

**BID 2020-21: FRONT AND REAR BRAKE SHOE SETS**  
**RELEASE DATE: OCTOBER 8, 2020**

Milwaukee Transport Services (MTS), a quasi-governmental instrumentality of Milwaukee County and operator of the Milwaukee County Transit System (MCTS). MTS is accepting bids for **FRONT AND REAR BRAKE SHOE SETS** for Transit Coaches until

**DUE DATE: NOVEMBER 12, 2020 by 2:00 P.M. CST.**

Bids will be publicly opened and read at the above opening date and time in Room 104 of the Administration Building- Materials Management Department. **Late bids will not be opened or accepted.** Any bids received after the established due date and time at the place designated for receipt of bids is late, without exception. **Faxed or emailed bids are not be allowed or accepted.** **One bid per vendor.**

**Specifications:**

To comply with Specification FM-12-20, dated 09/25/2020.

**Requirements:**

To supply Milwaukee Transport Services, Inc with transit coach bus **FRONT AND REAR BRAKE SHOE SETS** per specification.

**Contract Type and Term**

This is a firm fixed price contract for two (2) years that starts on December 1<sup>st</sup>, 2020.

Year 1 December 1, 2020 – November 30, 2021

Year 2 December 1, 2021 – November 30, 2022

**How to Bid and Award of Contract:**

Bid a unit price per line item for the full term of the contract. Award will be based on **line-item pricing** for items 1 through 4, less invoice discount of 30 days (if any). Award will be made per line item to the lowest responsible bidder complying with the specifications. Award will be based on what is deemed in the best interest of Milwaukee Transport Services, Inc.

**Question Deadline & Amendments to Bid Document:**

Questions regarding the solicitation of this Bid, as well as, any clarifications or further instructions to bidders will be sent to all prospective offerors in addendum form. All questions and comments regarding this solicitation must be submitted via email to **Jason Ross** at [jross@mcts.org](mailto:jross@mcts.org) by **October 22, 2020 end of business day**. Addenda are posted on our website at <https://www.ridemcts.com/business-partners/ebid>

**Right to Reject:**

MTS reserves the right to make an award based on its own determination, or to reject any or all bids or portions of same, if in the opinion of MTS, the best interest of MTS will be served thereby. In awarding a contract, MTS reserves the right to consider all elements entering the determination of the responsibility of the bidder.

Any bid which is incomplete, conditional, obscure, or which contains additions not required, or irregularities of any kind, may be deemed non-responsive. In case of any discrepancy between the price written in the bid and that given in figures for any item, the price in writing will be considered as the bid. MTS also reserves the right to take into consideration the Bidders past performance with MTS or and other entity in determining if the Bidder is responsible and qualified.

**Waiver of Informalities:**

In its sole discretion, MTS may waive informalities and minor irregularities in bids received.

**Binding Contract:**

A proposal received in response to this solicitation is an offer that can be accepted by MTS to create a binding contract without negotiation with any Firm.

**Order of Precedence:**

An order of precedence is hereby formally established and will be used to form a binding contract. The order is as follows:

1. Purchase of Services Agreement
2. All documents contained within and related to **Bid 2020-21**, including all Addenda
3. Purchase Order
4. Bid from the successful vendor

The order of precedence establishes that, in any conflict between the bid and the Purchase Order and/or Bid Documents, the Purchase Order and/or Bid Documents take precedence and control.

**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.

**Method of Award**

MTS reserves the right to make an award based upon the lowest, responsive, responsible bid or to reject any or all bids.

**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.

**Inspection:**

Materials or equipment purchased are subject to inspection and approval at MTS's destination. MTS reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, or a part of the contractor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of the contractor promptly after rejection.

**Buy America Requirement:**

The Bidders shall comply with the federal statute set out below, and complete the Buy America Certification, included in the Bid Forms. This form must be included in the bid package for the offer to be considered responsive. <https://www.transit.dot.gov/buyamerica>

**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. 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.

**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:

Dedicate resources to identify and mitigate situations in the workplace or jobsite which may introduce, expose, or spread COVID-19.

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 COVID-19, 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.

Educate employees on key CDC recommendations including how employees can protect themselves and what employees should do if they feel sick.

Provide MTS services remotely, to the greatest extent possible.

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.

Notify MTS immediately if Contractor believes, or has reason to believe, Contractor will be unable to provide services or goods under this Contract.

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.

### **County Rights of Access and Audit**

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the 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 Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

### **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.

### **Variations in Word and Figures**

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

### **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 the vendor.

### **Warranty:**

Warranty terms will be negotiated by MTS with excepted offer.

**Approved equal process:**

All items must be furnished as specified unless a proposer requests and receives permission to substitute an approved equal. Vendors requesting that other products be approved equal to the specified product(s) must submit their request in writing accompanied by the physical characteristics, specifications of the product proposed.

All communications regarding this bid should be directed to the Purchasing Agent listed on page one. **The deadline for requesting an APPROVED EQUAL is October 22, 2020 – 4:30 p.m. CST.**

**Vendors may be required to submit an actual sample of equal quality to that being proposed upon request from MTS.**

If a vendor's request for approved equal is granted, ALL bidders will be notified through written addendum of the product(s) that have been approved equal to the specified products. Notice shall be deemed given with a faxed notification of the addendum's publishing to MTS' website. Failure to receive such notice shall not affect any bid or any contract award.

**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.

**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 at all times acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

**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

**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 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.

**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.

**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.

Bidders shall complete and return all bid forms required. The required 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.

**Enclosures:**

1. Signature Sheet
2. Bid Sheet
3. Specification FM-11-20
4. Sample Purchase of Service Agreement
5. EEO Certificate
6. Conflict of Interest Statement
7. False Claims form
8. Debarment form
9. Anti-Lobby form
10. Non-Collusion form
11. Buy America form
12. FTA Terms & Conditions

RETURN ONLY THESE ITEMS WITH THE BID	Check list
Signed and completed Signature sheet	
Completed Bid Price pages	
Completed EEO Certificate	
Completed Conflict of Interest form	
Completed False Claims form	
Completed Debarment form	
Completed Anti-Lobbying form	
Completed Non-collusion affidavit	
Completed and Accurate Buy America form	
Copy of Warranty for all proposed bid items	
The signature page of all Addenda released	

**Bids that are missing items required to be returned may be found unresponsive and thus will not be considered for award.**

**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 solicitation.

**BY SIGNING THIS BID, YOU ARE AGREEING WITH 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 has 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 quote, the proposer 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 quote and all of its documents. If the proposer's performance, in the event he/she is successful is contingent upon the act of another party, the proposer 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: \_\_\_\_\_

**DUNS #:** \_\_\_\_\_ **NAICS CODE #** \_\_\_\_\_



**BID SHEET Bid 2020-21**  
**Milwaukee Transport Services Inc**

**Vendor Email:** \_\_\_\_\_  
**Vendor DUNS #:** \_\_\_\_\_

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

**ITEM 1 BRAKE AXLE SET-FRONT, COMPLETE MCTS LOT # 121-06-060, NF 6392470 OR APPROVED EQUAL**

PART NUMBER TO BE PROVIDED: \_\_\_\_\_

Bid Price in Words: \_\_\_\_\_

Bid Price in Figures: \$ \_\_\_\_\_

**ESTIMATED ANNUAL USAGE: 75 PCS.**

**ITEM 2 BRAKE AXLE SET – REAR, COMPLETE MCTS LOT # 122-14-060, NF 6392472 OR APPROVED EQUAL**

PART NUMBER TO BE PROVIDED: \_\_\_\_\_

Bid Price in Words \_\_\_\_\_

Bid Price in Figures \$ \_\_\_\_\_

**ESTIMATED USAGE: 100 PCS.**

**ITEM 3 MCTS LOT # 251-07-007, GILLIG 82-19665-000 Shoes/Lining 82-21350-000 Hardware Kit OR APPROVED EQUAL**

PART NUMBER TO BE PROVIDED: \_\_\_\_\_

Bid Price in Words \_\_\_\_\_

Bid Price in Figures \$ \_\_\_\_\_

**ESTIMATED USAGE: 1 PC.**

**ITEM 4 MCTS LOT # 251-15-007, GILLIG 82-07935-000 Shoes/Lining 82-52959-000 Hardware Kit OR APPROVED EQUAL**

PART NUMBER TO BE PROVIDED: \_\_\_\_\_

Bid Price in Words \_\_\_\_\_

Bid Price in Figures \$ \_\_\_\_\_

**ESTIMATED USAGE: 1 PC.**

## SPECIFICATION NO. FM-12-20

### FOR FRONT AND REAR BRAKE SHOE ASSEMBLY SETS

*Updated 9/25/2020*

#### 1. SCOPE AND CLASSIFICATION

##### 1.1. Scope

1.1a It is the intent of this specification to describe the minimum requirements for the supply of new front and rear brake shoe assemblies used on Milwaukee County Transit System (MCTS) buses. All items or features not specifically mentioned which are necessary or which are regularly furnished in order to provide complete service, shall be furnished by the successful bidder at the bid price and shall conform in quality of material and service to that usually provided by the engineering practice indicated in this specification. Milwaukee County Transit System is managed and operated by Milwaukee Transport Services, Inc., and shall be referred to as MTS hereinafter.

##### 1.2. Classification

1.2a MTS operates an active fleet of approximately 387 transit buses for Milwaukee County.

- 336 New Flyer Buses
- 51 Gillig Buses

1.2b Approximately (224) are equipped with drum brake axles.

- 51 Meritor Axles
- 173 M.A.N. Axles

1.2c Each axle set, front and rear, will include four brake shoe assemblies.

1.2d The bidder shall be required to supply approximately (75) seventy-five front axle sets and (100) one hundred rear axle sets during the course of one (1) year for M.A.N. Axles. The bidder shall be required to supply approximately (25) twenty-five front axle sets and (30) thirty rear axle sets during the course of one (1) year for Meritor Axles.

1.2e The quantity stated is given for bidding information only and is not an indication of the actual amount to be used. The actual amount may be MORE OR LESS than the indicated quantity.

1.2f Requests for approved equals shall be submitted in writing prior to the deadline for questions. (See section 3 of this specification.) Requests that are not timely or fail to provide the necessary information will not be considered.

## 2. REQUIREMENTS

### 2.1. General

- 2.1a Each axle set shall include four (4) complete brake shoe assemblies.
- 2.1b Brake shoe assemblies shall be complete assemblies and include all necessary bushings, pins, O-rings, and hardware necessary for installation.
- 2.1c Remanufactured brake shoes are accepted however must be tested and approved.
- 2.1d Brake lining shall be riveted to the brake shoe.
- 2.1e All parts shall be new and unused.
- 2.1f All brake kit part numbers listed are designated as approved. The Maintenance Department reserves the right to approve or reject other brake kit part numbers as “approved equals” prior to final bid award.
- 2.1g Lining material will meet or exceed FMVSS 121 Testing standards for transit buses.
- 2.1h Lining material will be organic non-asbestos.
- 2.1i Lining material will be accepted and conform with American Public Transportation Association (APTA) Recommended Practice BT-RP-002-05 Transit Bus Foundation Brake Lining Classification.
- 2.1j Spent brake shoe cores will remain the property of MTS.
- 2.1k **Approved Part Numbers:**

#### ITEM 1: BRAKE AXLE SET-FRONT, COMPLETE

New Flyer 6392470

Haldex TM4656TCJ

Mohawk # MBK-3209

Estimated annual usage: 75

#### ITEM 2: BRAKE AXLE SET – REAR, COMPLETE

New Flyer 6392472

Haldex TM4657TCJ

Mohawk # MBK-3208

Estimated annual usage: 100

ITEM 3: BRAKE AXLE SET- FRONT, COMPLETE

Gillig- 82-19665-000 Shoes/Lining 82-21350-000 Hardware Kit

Meritor- KIT 8897ACL

Estimated annual usage: 25

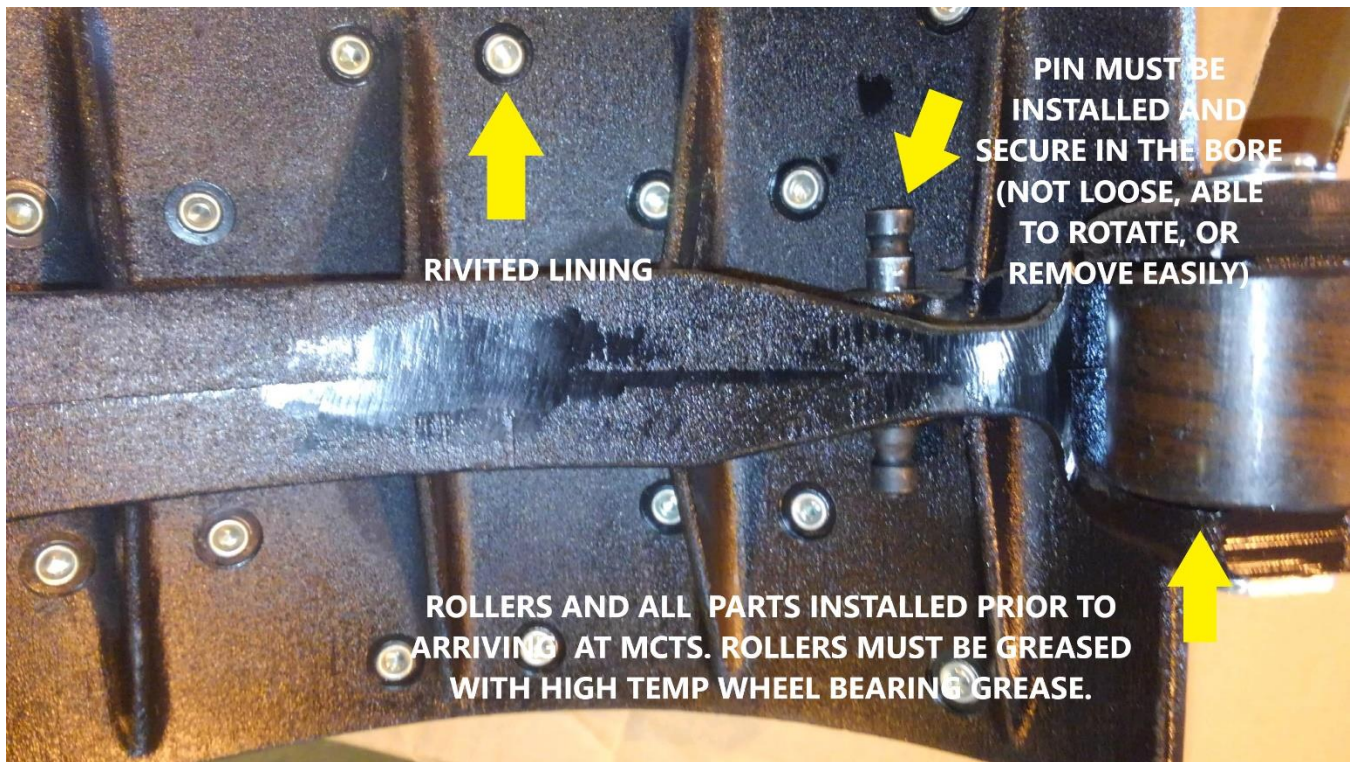
ITEM 4: BRAKE AXLE SET- REAR, COMPLETE

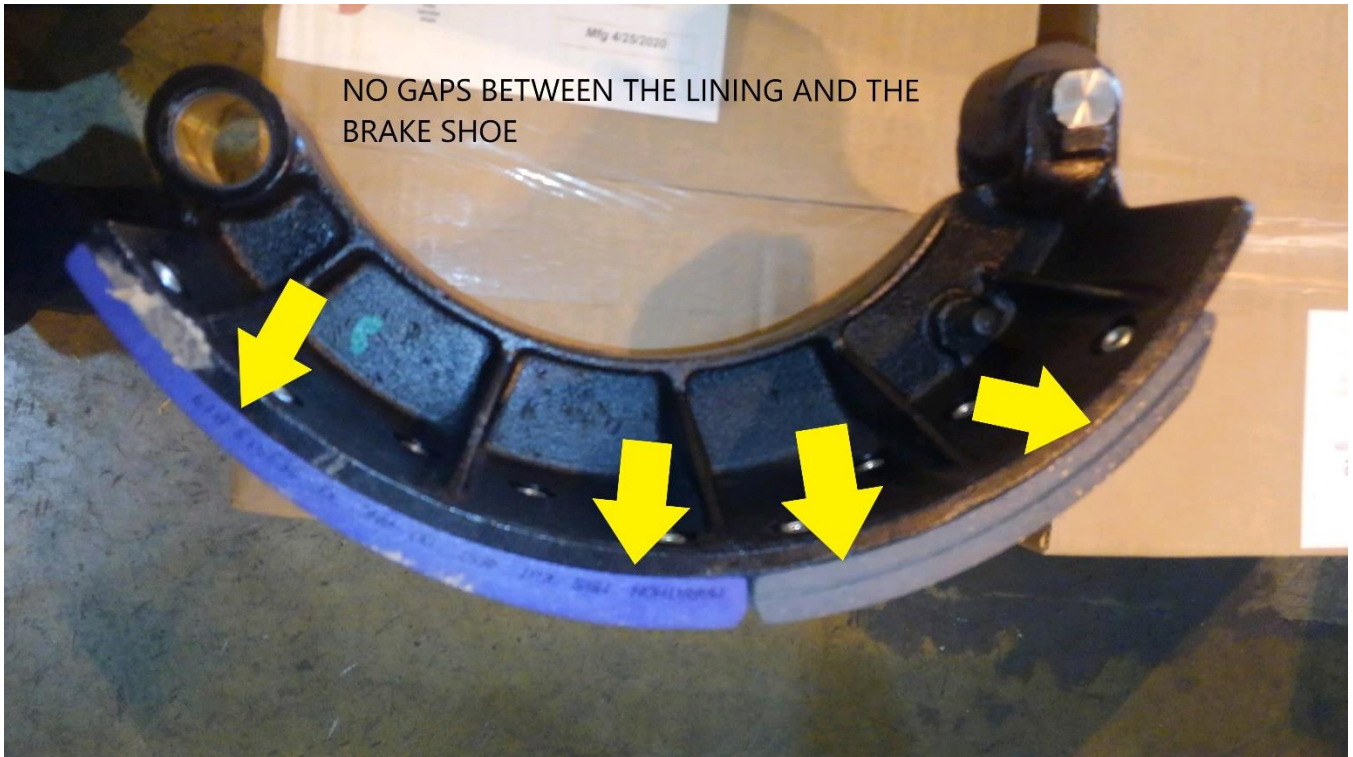
Gillig- 82-07935-000 Shoes/Lining 82-52959-000 Hardware Kit

Meritor- KIT 6109ACL

Estimated annual usage: 30

2.1L





### **3. SAMPLES, INSPECTIONS, TESTS**

#### **3.1. Samples**

3.1a MTS reserves the right to request samples for testing before and after the award of the bid to determine compliance with this specification and to determine the suitability of the brake shoe assemblies for the use intended.

3.1b MTS reserves the right to determine whether the brake shoe assemblies comply with these specifications.

#### **3.2. Inspections**

3.2a Authorized representatives of MTS shall have the right and shall be at liberty to inspect, with bidder's cooperation, all materials and workmanship under this contract.

3.2b Inspection during or after acceptance of delivery or placing the units in operation shall not release the bidder from liability and expenses of repair or replacement of faulty design, workmanship or materials, appearing even after final payment has been made.

3.2c Bidders seeking approved equal status for products not already approved shall submit the following information prior to the Deadline for Questions established in the first section of this solicitation document.

- Specification Data Sheet showing the product meets or exceeds OEM quality and performance specifications
- A list of two (2) transit properties (minimum) that have used the item(s) you are proposing to furnish, for a least two (2) years. Provide name, phone number and contact person.
- A copy of manufacturer's warranty. Also, see Section 5 of this specification which outlines additional warranty requirements.
- MTS may request a sample during the approved equal process.
- MTS reserves the right to conduct tests before and after the award of the bid to determine compliance with this specification and to determine the suitability of the item for the use intended.

#### **4. PREPARATION AND DELIVERY**

##### 4.1. Delivery

- 4.1a All deliveries shall be completed between the hours of 7:00 AM and 2:30 PM, Monday through Friday to:

Milwaukee Transport Services, Inc.  
Fleet Maintenance Facility  
1525 W Vine Street  
Milwaukee, WI 53205  
(414) 937-3351

- 4.1b Standard orders shall be shipped within 72 hours of receiving verbal or written release from MTS-Materials Management Department.
- 4.1c Emergency orders shall be shipped within 24 hours of receiving verbal or written release from MTS-Materials Management Department. Additional freight costs deemed necessary by MTS shall be paid by MTS.
- 4.1d Failure to deliver stock orders or to promptly replace rejected material within fifteen (15) working days, shall render the bidder liable for the difference in replacement cost between the open market price and the contract price, where emergency procurement is necessary.
- 4.1e Shipping costs are paid by the vendor. Return of any incorrect parts is paid for by the vendor.

## **5. WARRANTY**

5.1 The successful bidder(s) shall be responsible for ALL warranty claims filed by MTS. The successful bidder(s) shall act as an agent for the part manufacturer and shall agree to reimburse MTS for any labor or charges incurred at labor rate \$115.00 an hour to include towing cost for any quality defects in manufacturing promptly, prior to its reimbursement from the manufacturer, if necessary.

5.2 In the event the bidder(s) fails to comply with a request from MTS to repair, replace materials, correct defective work, equipment and accessories, MTS shall, upon written notice to the bidder(s), have authority to deduct the cost(s) from the next payment due under the contract.

## **6. NOTES**

6.1. Contractual Provisions

6.1a No changes whatsoever shall be allowed without prior written consent of the MTS Materials Management Department.

6.2. Changes to Bids/Specifications

6.3a No verbal responses from any agent of MTS shall be acted upon. For non-protest clarifications, submit questions prior to the deadline in writing.

## **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 17<sup>th</sup> Street, Milwaukee, Wisconsin 53205 (hereinafter called the “MTS”), and \_\_\_\_\_ located at \_\_\_\_\_ (hereafter called “Contractor”), is entered into as of \_\_\_\_\_, 2020.

### 1. SCOPE OF SERVICES.

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

- a. This Professional Service Contract
- b. MTS Request for Bid 2020-21
- 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 shall not replace the employees listed above without the prior approval of the MTS. If the successor to any of those employees cannot be mutually agreed upon, MTS shall have the right to terminate this Contract upon thirty (30) days’ notice. Any replacement of listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The employees listed above shall be required to give this contractual obligation top priority.

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](mailto: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 comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that

new ordinances are issued.

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:

Attn.:  
Address:

To MTS:

Attn.: Materials Management  
Address: 1942 N. 17<sup>th</sup> 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. This rate includes towing costs for any buses that are unable to drive back to MTS property due to Contractor's poor manufacturing.
- 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

**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, 9<sup>th</sup> 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 Metropolitan  
(No. of Employees)  
Statistical Area (Wisconsin Counties of Milwaukee, Waukesha, Ozaukee and Washington) 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:

Name and  
Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

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

By \_\_\_\_\_  
(Signature)

---

(Please Print Name Here)

## CONFLICT OF INTEREST STATEMENT

\_\_\_\_\_ hereby certifies that our Firm's officers and/or personnel assigned to this project or their immediate family members do not have a *Conflict of Interest* performing the duties outlined in our contract(s) with Milwaukee County Transit System (MCTS). To the best of our knowledge, no officer and/or personnel assigned or their immediate family members has a material financial interest in any commercial entity which may provide products or services as part of this MCTS project. If our Firm's officers and/or personnel that are assigned to this MCTS project become aware of any development that may create a conflict of interest and compromise the integrity of the project, they shall notify MCTS immediately and take the necessary action to address the conflict.

*Conflict of Interest:* A situation in which professional judgment or behavior concerning a primary interest of a MCTS project has been improperly influenced by a different interest (such as for financial gain).

*Immediate family member:* spouse/partner or son or daughter.

*Material financial interest:* ownership or beneficial ownership of more than \$10,000 worth of equity or one percent of the stock in a commercial entity.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Authorized Name, Print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Assigned Consultant, Print)  
Consultant)

\_\_\_\_\_  
(Signature of

\_\_\_\_\_  
(Date)

# False Claims Act Form

A recent amendment to the Federal Acquisition Regulation requires contractors to disclose violations of criminal law and the False Claims Act in connection with the award and performance of government contracts and subcontracts.

By signing this form, it assures Milwaukee Transport Services, Inc., that Contractors are subject to debarment and suspension from government contracting for knowingly failing to disclose such violations and overpayments on government contracts in a timely manner.

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

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address of firm: \_\_\_\_\_

Signed per: \_\_\_\_\_  
(manual signature required)

Print name: \_\_\_\_\_

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

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

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS**

**A. The Proposer certifies to the best of its knowledge and belief that it and its principals:**

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a ten-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

**B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.**

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

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

By: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Typed Name & Title of Authorized Representative

---

Signature and Date of Authorized Representative

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_



**BUY AMERICA REQUIREMENTS**

**49 U.S.C. 5323(j)  
49 CFR Part 661**

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000).

Flow Down Requirements: The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$150,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language: The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than \$150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 60% domestic content for FY2016 and FY2017, a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**Certification requirement for procurement of steel, iron, or manufactured products.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

**Certification requirement for procurement of buses, other rolling stock and associated equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_