

MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
(414) 937-3293
lhungsberg@mcts.org | www.ridemcts.com

BID #2018-40: BUS WASH DETERGENT/SOAP DISPENSING STATIONS
ISSUED: JANUARY 10, 2019

Milwaukee Transport Services (MTS), operator of the Milwaukee County Transit System (MCTS), is a quasi-governmental instrumentality of Milwaukee County. Bids for Bus Wash Detergent/Soap and Dispensing Stations will be received by the Milwaukee Transport Services (hereinafter referred to as "MTS") Materials Management Department at the above address until:

FEBRUARY 22, 2019 at 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 for evaluation. Any bids received after the established due date and time at the place designated for receipt of bids is late, without exception.

Requirements:

To supply Milwaukee Transport Services with Bus Wash Detergent/Soap and Dispensing Stations as listed in Spec. FM-01-19 or an approved equal.

Qualifying of Approved Equal:

All products 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 to lhungsberg@mcts.org accompanied by the physical characteristics, specifications and SDS sheets of the product proposed.

Vendors seeking approved equal status shall submit the above information no later than
February 1, 2019 – 4:30 PM CST.

Vendors will 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, an addendum will be released on the website www.ridemcts.com under Business Partners and active bids and proposals. All vendors are responsible for checking this site for addenda.

Pre-bid Meeting and Walk through:

A pre-bid meeting/walk through will be held on **January 24, 2019 at 9:30 AM** at 1525 West Vine Street, Milwaukee WI 53205. The Dispensing Machine being used will be viewed.

Attendance is not mandatory but is strongly suggested. This pre-bid meeting should be an hour at maximum. Any remarks and explanations said at the pre-bid meeting shall not qualify the Terms of the bid, and the Terms of the bid and specifications remain unchanged unless the bid is amended in writing.

Specifications:

To comply with Specification No. FM-01-19, which is included in this solicitation document.

Term of Contract:

This is a firm fixed price contract for two (2) years starting March 31, 2019 through February 29, 2020. Award will be made in the aggregate to the lowest price, responsive and responsible vendor.

How to Bid and Award of Contract:

Bid a unit price per gallon. Award will be based on Items 1 and 2, less invoice discount of 30 days (if any).

All responses must be returned in a sealed envelope provided by the vendor with bid number **2018-40** for **Bus Wash Detergent/Soap and Dispensing Stations** clearly marked on the outside of the envelope and received by **FEBRUARY 22, 2019 – 2:00PM CST**. 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 shall not be allowed or accepted.

Vendors will not be permitted to withdraw the bid after it has been deposited with the Materials Management Department. Vendors shall be responsible to obtain all document, including Addenda pertaining to the bid via the website: www.ridemcts.com

Manufacturers Name:

Vendors shall state on the Bid Pricing Sheet the Manufacturer or Trade name and product part number of the product they propose to furnish. The name of any manufacturer or trade name in the specifications is only for the purpose of specifying a standard quality and type and for no other purpose. Line items bid without listing manufacturer and part number will be considered nonresponsive.

Right to Reject:

MTS reserves the right to make an award based on its own determination, or to reject and 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 into the determination of the responsibility of the bidder.

Waiver of Informalities:

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

Binding Contract:

A bid 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 Order.
2. All documents contained within and related to Bid 2018-40.
3. 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.

False Claims: 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. 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.

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 on the basis of 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 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.

Deadline for Questions:

Any questions and/or comments regarding the information contained within this solicitation must be submitted via e-mail to Linda Hungsberg at lhungsberg@mcts.org on or before **4:30 p.m. CST on February 1, 2019.**

Enclosures:

1. Bid 2018-40
2. Spec. No. FM-01-19
3. Requirements/Certification Package/ Federal Terms and Conditions

All of these Documents to be returned with the Bid:

1. Bid Sheet
2. Signature Sheet
3. EEO Certificate
4. SDS for Product
5. Bidder Form
6. Commerce License as listed in Spec. FM-01-19
7. Anti-lobby form
8. Non-Collusion form
9. Conflict of Interest form
10. Debarment form

An insurance certificate that meets our minimum requirements must be received by the awardee prior to any deliveries. The certificate must list Milwaukee County and Milwaukee Transport Services as additionally insured.

In order to be considered for award, the bid MUST include these documents. Failure to include each of the documents in the preceding list will cause your bid to be disqualified as non-responsive.

BIDDER NAME: _____ DUNS# _____

BID SHEET BID 2018-40 Bus Wash Detergent/Soap and Dispensing Stations

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 (*7,000 Gallons) - Detergent/Exterior Bus Wash

Product being quoted: _____

Bid price in Words: _____/per gal.

Bid price in Figures \$: _____/per gal.

Dilution: Ratio of Product per Gallon of Water _____

ITEM 2 (*1000 Gallons) Detergent: Engine/Parts Wash, Interior Bus Floors, Bus Shelters,

Product being quoted: _____

Bid price in Words: _____/per gal.

Bid price in Figures \$: _____/per gal.

Dilution: Ratio of Product per Gallon of Water _____

***Numbers in parenthesis are one (1) year average estimated use and is for price evaluation only.**

The gallons listed are not a guarantee and/or an actual amount that MTS will purchase. Actual gallons may be more or less and is determined by MTS needs.

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 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 #: _____

___ No bid at this time

___ Please retain on bidder list

SPECIFICATION FM-01-19
FOR
DETERGENT(S)/SOAP DISPENSING SYSTEM
Revised January 8, 2019

I. SCOPE AND CLASSIFICATION

1.1 Scope

1.1a It is the intent of this specification to describe the minimum requirements for Detergent(s)/Soap and its Dispensing System, required by Milwaukee Transport Services Inc. All items, features or services not specifically mentioned which are necessary or normally provided, shall be furnished by the successful bidder at the bid price and shall conform in quality of materials and workmanship to that usually provided by the standard practices indicated in this specification. The 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 The successful bidder shall supply and deliver bus detergent(s)/soap on a “keep full” service agreement.

1.2b Concentrated detergent must be provided in 55-gallon drums with dispensing equipment to dilute detergent(s)/soap(s) at no additional costs to MTS. Successful bidder is responsible for maintaining, repairing, and/or replacing (if needed) dispensing equipment.

2. DOCUMENTS

2.1 License

2.1a The bidder shall furnish evidence of licensing as required by law. Proof of Commerce License shall be returned with bid.

2.3 O.S.H.A.

2.3a Safety Data Sheet(s) must be submitted for MTS review with bid package for all proposed chemicals used to make-up detergent(s)/soap(s).

2.3b Materials (Ingredients), which in the opinion of MTS is deemed unsafe, ineffective and/or unsatisfactory shall be rejected.

3.1 DETERGENT(S)/SOAP REQUIREMENTS

3.1 Detergent(s)/Soap

3.1a Detergent(s)/Soap shall be a water based detergent.

3.1b Detergent(s)/Soap shall be non-ionic surfactant blend.

3.1c Detergent(s)/Soap shall be completely soluble in hard and/or soft water.

3.1d Detergent(s)/Soap shall be easily rinsed.

3.1e Detergent(s)/Soap shall be non-flammable and require no special and/or personal protection.

3.1f Detergent(s)/Soap shall not contain chlorinated solvents.

- 3.1g Detergent(s)/Soap shall not contain any voc's, shall not contain ozone depleting substances and shall be safe according to OSHA standards.
- 3.1h Detergent(s)/Soap shall be completely biodegradable, and its discharge shall not effect waste treatment facilities.
- 3.1i Detergent(s)/Soap shall not contain toxic chemicals and shall not be CERLA reportable in the event of a spill.
- 3.1j Detergent(s)/Soap shall be safe on all metals, Lexan, plexiglass, Aluminum polycarbonates, acrylics, glass, rubber and rubber like materials.
- 3.1k Detergent(s)/Soap shall be able to withstand all four seasons including extreme cold and hot conditions.
- 3.1l Current approved products are Spartan #3014-55 and Seacole Total Cleaner #AQ1245N. See page one of BID for information on Submitting/Qualifying of Approved Equal.

3.2 DISPENSING STATIONS

- 3.2a Successful bidder shall supply their product in a concentrated form in a 55-gallon drum with dispensing equipment and dilution ratio for other cleaning applications if needed. (See 5. Delivery for dispensing stations).
- 3.2b Successful bidder shall be responsible for maintenance/repairs of dispensing equipment.
- 3.2c Successful bidder shall provide training for proper dilution of detergent(s)/soap for each application.

3.3 DETERGENT(S)/SOAP APPLICATIONS

- 3.3a Approved detergent(s)/soap will be diluted and used as "EXTERIOR BUS WASH" in MTS owned "Interclean" bus wash systems.
- 3.3b Approved detergent(s)/soap will be diluted and used as "Engine/Parts Cleaner" in MTS owned hotsy parts washer machine.
- 3.3c Approved detergent(s)/soap will be diluted and used as a "General Cleaner" for bus interior floors.
- 3.3d Approved detergent(s)/soap will be diluted and used as a "General Cleaner" for MTS bus shelters, which consists of polycarbonate and glass windows.
- 3.3e It is the responsibility of the successful bidder to determine and/or provide the correct dilution for each application (Vendor supplied dilution pump).

3.4 INVENTORY RESPONSIBILITY

- 3.4a It is the responsibility of the successful bidder to supply detergent(s)/soap to MTS garages on a "keep full" basis.
- 3.4b It is the responsibility of the successful bidder to contact each delivery location to determine soap needs and schedule deliveries.
- 3.4c In the event, a location may contact the successful bidder because they are out of product, a delivery must be made within twenty-four (24) hours.
- 3.4d It is the responsibility of the successful bidder to provide all loading and unloading of products.
- 3.4e It is the responsibility of the successful bidder to fill automatic soap dispensers for "Interclean Automatic Systems" bus washers.

3.4f It is the responsibility of the successful bidder to provide properly labeled containers (ex., 55-gallon drums) with SDS labeling which should include product name, SDS number, manufacturer's name, manufacturer's address and manufacturer's emergency information number.

3.5 Testing

- 3.5a Successful vendor shall perform random testing at their own expense, to determine if approved product continues to meet specifications.
- 3.5b Testing shall be done twice a year.
- 3.5c Random testing must be performed by an independent laboratory, to assure provided product PH level is less than 13. MTS has the right to request written results of the independent test. If requested by MTS, successful bidder shall provide written results in five (5) days.
- 3.5d Failure to provide independent testing and its results, and/or if product (sampled) tested does not meet specifications will result in cancellation of agreement.

3.6 Ratio Mix - Concentration

- 3.6a All bidders shall provide dilution of product needed to produce one (1) gallon of detergent for each individual application. (See 3.3 for applications)
- 3.6b Changes in formulation or processing shall not be made without prior written approval from MTS.

3.7 General Requirements

- 3.7a A signed copy of bill of lading, detailing total quantity of product delivered shall accompany invoices.
- 3.7b The successful bidder shall provide all labor necessary and assume all responsibility to provide "keep full" service.
- 3.7c The successful bidder shall be able to provide expert advice and technical support regarding handling and use of supplied product.
- 3.7d Detergent(s)/Soap shall be capable of being metered with MTS's current equipment "**Interclean Automatic System**".
- 3.7e "Keep full" requires the successful bidder to maintain all dispensing systems at a perpetually full state.

4. DELIVERY

4.1 Delivery locations are as follows"

- 4.1a Fleet Maintenance - Facility
1525 West Vine Street
Milwaukee, WI 53205
Three (3) Dispensing Stations
 1. Engine Wash Bay
 2. Unit Repair Wash House
 3. South End of Paint ShopEstimated usage for this location - 1,595 gallons per year

- 4.1b Fond Du Lac - Garage
2932 North 35th Street
Milwaukee, WI 53210
"InterClean Bus Washers" 3 Tracks and
Two (2) Dispensing Stations
1. Engine Wash Bay
2. Inside Clean, Track 17
Estimated usage for this location - 2,475 gallons per year
- 4.1c Kinnickinnic - Garage
1710 South Kinnickinnic Avenue
Milwaukee, WI 53204
InterClean Bus Washers, 2 Tracks and
Three (3) Dispensing Stations
1. Engine Wash, Wash House
2. Inside Clean
3. Outside of Managers Office
Estimated usage for this location – 2,475 gallons per year
- 4.1d Deliveries shall be made from 9:00 am to 2:00 pm so as not to interfere
with normal hours.

5. Changes to Bids/Specifications

- 5.1a No changes whatsoever shall be allowed without prior written
authorization of the MTS Materials Management Department. No verbal
responses from any agent of MTS shall be acted upon. For non-protest
clarifications, submit questions in writing to:
Linda Hungsberg, Purchasing Agent
Milwaukee Transport Services, Inc.
1942 N. 17th Street
Milwaukee, WI 53205
(414) 937-3280
lhungsberg@mcts.org

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)

(Signature of Consultant)

(Date)

NON-COLLUSION AFFIDAVIT

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

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

OATH AND AFFIRMATION

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

Dated this ___ day of _____, _____

(Name of Organization)

(Title of Person Signing)

(Signature)

ACKNOWLEDGEMENT

STATE OF _____)

) ss

COUNTY OF _____)

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

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

Notary Public Signature

My Commission Expires: _____

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

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FOR
RFP REQUIREMENTS
REQUIREMENTS/CERTIFICATIONS
PACKAGE**

8/29/2018

A. Certifications

THE FOLLOWING MUST BE SIGNED AND RETURNED WITH ALL RFPs:

1. Equal Employment Opportunity Certificate
2. Designation of Confidential and Proprietary Information
3. Buy America Certificate
4. Certification of Restrictions On Lobbying
5. Independent Contractor Information

THE SUBSTANCE ABUSE CERTIFICATION MUST BE SIGNED AND RETURNED WITH RFPs FOR SAFETY-SENSITIVE FUNCTIONS

1. Substance Abuse Certification

B. General Directions/Terms and Conditions for submitting Proposals

C. Federal Transit Administration (FTA) - Required Third-Party Contract Clauses

**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 Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and # _____ employees in total.

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)

**DESIGNATION OF
CONFIDENTIAL AND PROPRIETARY
INFORMATION**

The attached material submitted in response to Proposal No. _____ includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

We request that the following pages not be released:

Section	Page #	Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

This does not apply to proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply: 1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. 2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee Transport Services, Inc., considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee Transport Services, Inc., harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Name-Authorized Representative

Company Name

Signature-Authorized Representative

Date

**MILWAUKEE COUNTY TRANSIT SYSTEM
IS OPERATED AND MANAGED BY
MILWAUKEE TRANSPORT SERVICES, INC.**

REV. 11/01/2014

GENERAL DIRECTIONS FOR SUBMITTING PROPOSALS

- 1. How to respond to Request for Proposals (RFPs):**
All proposals shall be submitted and identified with the firm name and manually signed. Unsigned proposals shall not be considered.
- 2. How to amend a proposal before due date and time:**
After a proposal has been filed and the offeror desires to amend the response, the offeror may do so before the due date and time by filing an amendment fully identified with the original proposal submitted by number, commodity and submission date. All of the conditions and provisions of the request for proposal (RFP) shall be in effect. This must be submitted before the date and time for receipt of proposals as set forth in the RFP.
- 3. Facsimile Response Not Allowed**
Proposals will not be accepted in response to this RFP, by facsimile, modem, telephone or other electronic means. Furthermore, no proposal will be accepted that is not legible and clear.

TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL

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

- 1. Negotiations**
This is a negotiated procurement. Negotiations is a procedure that includes the receipt of proposals from offerors, permits bargaining and usually affords an opportunity to revise offers before award of contract. Bargaining - in the sense of discussion, persuasion, alteration of initial assumption and positions and give and take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract.
- 2. Binding Contract**
A proposal received in response to a Request for Proposal (RFP) is an offer that can be accepted by Milwaukee Transport Services (MTS) to create a binding contract. Such binding contract includes all Terms and Conditions in this Request for Proposals”.
- 3. Right to Award Without Negotiations**
MTS reserves the right to make an award on the basis of the original proposal, without negotiations with an offeror.
- 4. Waiver of Irregularities**
MTS may waive informalities and minor irregularities in proposals received.
- 5. Award**
In awarding a contract, price is but one factor to be considered, and award is not required to be made to the lowest responsive, responsible offeror. Award shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to MTS as determined by MTS, Materials Management.

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.

6. Trade Secrets

In the event sections of the response qualify as “trade secrets” as defined in Section 134.90(1) (C) of the Wisconsin State Statutes a written request for a pledge of confidentiality must be submitted with the response. Should MTS disagree with the respondents request for a pledge of confidentiality, the material so submitted will be returned to the respondent without evaluation. Therefore, MTS suggests that only those items that truly qualify as “trade secrets” be designated confidential.

7. RFP Content

All materials submitted with regard to this RFP shall become the property of MTS and may be returned only at MTS’s option.

8. Oral Presentations

MTS reserves the right to schedule oral presentations for any respondents as it sees fit. If a respondent is invited to make an oral presentation, MTS will provide guidelines for the presentation at the time the invitation is extended, and any invitee(s) will be given adequate notice of the scheduled presentation date.

9. Defaulting Respondents Excluded

No proposals 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 respondents by the Director of Materials Management.

10. 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.

11. Delivery Terms

Proposals shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you. (Proposals stating "F.O.B., shipping point with transportation charges prepaid" or any other deviations will not be considered.)

12. Taxes

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

13. 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 and acceptance by an elected official would conflict with this section. The language in Section 9.05(2)(1) shall be included in all Request for Proposals (RFP) and bid documents.

14. Funding - MTS Operating Contract

If funds are not appropriated for payment of this contract, the 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.

14. Insurance

The successful respondent agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of torts, statutes and benefits under Workers’ Compensation claims as required by the State of Wisconsin, including Employers’ Liability and insurance covering General and Automobile Liability coverages in the following minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Workers’ Compensation	Statutory or Proof of all States Coverage
Employers’ Liability United States Longshoreman and Harbor Workers Compensation Act Coverage	\$100,000/\$500,000/\$100,000 If required by law
Commercial General Liability Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
(Incl. Personal, Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All autos-owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Occurrence Per Wisconsin Statutes

MILWAUKEE TRANSPORT SERVICES, INC AND MILWAUKEE COUNTY, AS ITS INTEREST MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL & AUTOMOBILE LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE OF CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF THE NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED TO 1942 N. 17TH STREET, MILWAUKEE, WI 53205, FOR REVIEW AND APPROVAL BY MTS INC. FOR THE DURATION OF THIS AGREEMENT.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated “A” or better per Best’s Key Rating Guide. Additional Information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to MTS Inc., if requested, to obtain approval of insurance requirements. Any deviations, including the use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to MTS Inc. for approval prior to the commencement of activities under this agreement.

15. Intellectual Property Indemnification

The successful respondent 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 in connection with this purchase order infringes any patent, trade secret, trademark, copyright, or other proprietary right. Successful respondent 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, provided that MTS and Milwaukee County notifies successful respondent of the claim. MTS and Milwaukee County shall permit successful respondent, at successful respondent'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 respondent reimburses MTS and Milwaukee County for such activity.

16. Indemnification Agreement

The successful respondent 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 respondent shall reimburse Milwaukee Transport Services, Inc. and Milwaukee County for all costs, expenses, including all costs of defense attorneys' 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.

17. 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.

18. 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

19. 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.

20. 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.

21. Disadvantaged Business Enterprise

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 9 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.

Milwaukee County has assigned an overall annual goal of **10%** participation of certified disadvantaged business enterprises (DBE) contracts. All bidders/proposers are hereby directed to consider certified DBE subcontractors when carrying out the requirements of this contract.

The directory of firms can be obtained by contacting Community Business Development Partners (CBDP) at (414) 278-4747 or by visiting the following Internet site:
<https://app.mylcm.com/wisdot/Reprts/WisDotUCPDirectory.aspx>

For additional certified firms or understanding Milwaukee County procedures regarding the DBE Program, contact CDBP at (414) 278-5248.

22. 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.

23. 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.

24. 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.

25. 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 in accordance with Wisconsin Statutes, Chapter 364.

26. Brand Names

In all cases materials must be furnished as specified, but where brand names are used, consider the term "approved equal" to follow. However, if an approved equal is requested the respondent shall request consideration for approved equal status by submitting the appropriate documentation demonstrating equal status a minimum of ten (10) working days prior to the time scheduled for RFP opening. Requests submitted without adequate documentation and/or less than ten (10) working days prior to the time scheduled for RFP opening. will not be considered.

27. Price and Cost Analysis

In the event a single bid is received, MTS will conduct a price and/or cost analysis of the bid based on data which shall be provided by the respondent. A cost analysis is the process of examining the bid and

evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for MTS to conduct a cost analysis of the bid price. The price and/or cost analysis shall be made by competent and experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient for cost analysis purposes.

28. 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 change not properly ordered by written modification to the contract and signed by the contracting officer.

29. Protests and Appeals

Protest Policy for RFP's

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

A. Protest to Award

1. All unsuccessful offers for a request for proposal shall be notified in writing by certified mail, return receipt requested or by fax machine transmission of the pending contract award. Protests to 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 the offeror.
2. A protest must be in writing and clearly state the reason for it. The Director of Materials Management shall review the protest and notify the protestor of a decision 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 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 the offeror.
3. A protest that is untimely or fails to clearly state the reason for the protest is invalid. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed.

B. Appeals to Purchasing Appeals Committee

1. Except as provided in (A. 3.) Above, 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 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. Milwaukee Transport Services (MTS) reserves the right to immediately act on the decision of the Purchasing Appeals Committee regardless of a potential appeal to the FTA.

C. Appeals to FTA

A protest may be filed with FTA following an adverse decision by the Purchasing Appeals Committee. The protest must be filed in accordance with procedures set forth in FTA Circular 4220.IF.

Any protest must be filed with FTA in writing not later than five days of notification of an adverse decision by the Purchasing Appeals Committee. Protest should be filed with FTA, Region V, 200 West Adams Street, Suite 320, Chicago, IL 60606 and a concurrent copy sent to Milwaukee Transport Services, Inc. FTA's review of any protests will be limited to:

1. Alleged failure of Milwaukee Transport Services to have a written protest procedure.
2. Alleged failure of Milwaukee Transport Services to follow such procedure or its' failure to review a complaint or protest.
3. Alleged violation of a specific Federal requirement that provides an applicable complaint procedure that shall be submitted and processed in accordance with that Federal regulation.

Protest filed with FTA shall:

1. Include name and address of the protestor.
2. Identify the Milwaukee Transport Services' solicitation number.
3. Contain a statement of the grounds for protest and any supporting documentation. This statement shall detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
4. Include a copy of the local protest filed with Milwaukee Transport Services and a copy of the Purchasing Appeals Committee decision

D. Contract 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 90 days prior to contract expiration, may extend this Agreement for up to an additional 90 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 90-day notice. Contractor further agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to any successor Contract.

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provisions A.I.10, A.I.14, A.I.7 Apply to – Awards exceeding \$100,000 by Statute
Provision A.I.10

LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

Certificate Regarding Lobbying

The undersigned [**Contractor**] 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq. apply to this certification and disclosure, if any.

_____ Signature of Contractor’s Authorized Official

_____ Name of Contractor’s Authorized Official

_____ Title of Contractor’s Authorized Official

_____ Date

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

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FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provisions A.I.19, A.I.20, A.I.11, A.I.12, A.I.24, A.I.28, A.I.30, A.I.6

Apply to – All FTA-assisted third-party contracts and subcontracts.

Provision A.I.19

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Provision A.I.20

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR Part 31 18 U.S.C. 1001

49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53 or any other Federal law, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323 (1), or other applicable Federal law on the Contractor, to the extent the Federal Government deems appropriate.

(2) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provision A.1.11

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

49 CFR 18.36(i)

49 CFR 633.17

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee to the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the U.S. Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after final payment is made by the grantee and all other matters are closed.

7. FTA does not require the inclusion of these requirements in subcontracts.

Provision A.1.12

FEDERAL CHANGES

49 CFR Part 18

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

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provision A.1.24

CIVIL RIGHTS REQUIREMENTS
29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights – The following requirements apply to the underlying contract

(1) Non-discrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

- (a) Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirement FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provision A.1.30

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.1F

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

Provision A.1.6

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

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

Provision A.1.21

Apply to - *Contracts > \$10,000. For contracts with nonprofit organizations and institutions of higher education, the threshold is \$100,000.*

TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1F

a. Termination for Convenience (General Provision) Milwaukee County may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Milwaukee County to be paid the Contractor. If the Contractor has any property in its possession belonging to Milwaukee County, the Contractor will account for the same and dispose of it in the manner Milwaukee County directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, Milwaukee County may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will 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 Milwaukee County 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, Milwaukee County, 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.

c. Opportunity to Cure (General Provision) Milwaukee County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor *appropriately* thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

FTA Required Third-Party Contract Clauses

(Excluding micro-purchases, except for construction contracts over \$2,000)

Updated 12/2011

If Contractor fails to remedy to Milwaukee County's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within thirty (30) days after receipt by Contractor of written notice from Milwaukee County setting forth the nature of said breach or default, Milwaukee County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Milwaukee County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that Milwaukee County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Milwaukee County shall not limit Milwaukee County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) Milwaukee County by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, Milwaukee County shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, Milwaukee County may terminate this contract for default. Milwaukee County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

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

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

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

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

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within **[10]** days from the beginning of any delay, notifies Milwaukee County in writing of the causes of delay. If in the judgement of Milwaukee County, the delay is excusable, the time for completing the work shall be extended. The judgement of Milwaukee County shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) Milwaukee County may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the contractor to fulfill the contract obligations. Milwaukee County shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

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

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

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

If, after serving a notice of termination for default, Milwaukee County determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, Milwaukee County, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provision A.1.22

Apply to - All grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

2 CFR Part 180 & 200

Executive Order 12549

Executive Order 12689

31 USC 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327)

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The contractor is required to review the “Excluded Parties Listing System” at <http://sam.gov> before entering into any sub agreement, lease, third party contract, or other arrangement in connection with the Project and must include this review requirement in any lower tier covered transaction it enters into.

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

The certification in this clause is a material representation of fact relied upon by Milwaukee County and Milwaukee County Transit System. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Milwaukee County and Milwaukee County Transit System, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Provision A.1.25

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1F

Disputes – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative, Director of Materials Management, Milwaukee County Transit System (MCTS). This decision shall be final and conclusive unless within [*ten (10)*] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Director of Materials Management, Milwaukee County Transit System (MCTS). In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Materials Management, Milwaukee County Transit System (MCTS) shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by Milwaukee County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provision A.I.15 Applies to contracts for items designated by EPA, when procuring \$10,000 or more per year

RECYCLED PRODUCTS
42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

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

Provision §12.g Applies to contracts for rolling stock or facilities construction or renovation. Language taken from Master Agreement

AMERICANS with DISABILITIES ACT (ADA)

Access Requirements for Persons with Disabilities The recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (US. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment of the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; and
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Any implementing requirements FTA may issue.

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

Provision 16 Applies to piggyback procurements

ASSIGNABILITY

Milwaukee County reserves the right to assign all or a portion of the specified deliverables of this contract under the terms originally advertised, competed, evaluated and awarded. Such assignment shall be limited to another FTA grantee. The assignment, should it occur, will be honored by the contractor and will be in force through the duration of the contract.

FTA Required Third-Party Contract Clauses
(Excluding micro-purchases, except for construction contracts over \$2,000)
Updated 12/2011

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.