

INVITATION TO BID
CAD/AVL and Radio Systems Specifications Writer
Bid # 07-20
Released: March 5, 2020
Due: MARCH 13, 2020 by 2:00 P.M. CST.



MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
PURCHASING AGENT: Monique Alston
malston@mcts.org | www.ridemcts.com

Introduction

Milwaukee Transport Services (MTS) is a quasi-governmental instrumentality of Milwaukee County and the operator of the Milwaukee County Transit System (MCTS). MTS is seeking a qualified person or firm to write a technical specification(s) for a two-part project. Part one of the project is to replace MTS' Computer Assisted Dispatching (CAD) and Automatic Vehicle Location (AVL) system (collectively CAD/AVL). MTS' existing CAD/AVL system is outdated and no longer adequate to meet our needs. Accordingly, MTS seeks a partner that is highly experienced and knowledgeable about CAD/AVL systems to write a technical specification that addresses the needs of MTS and makes use of the current technology utilized on our fleet. MTS requires the release of the specification in an RFP with as short of a turnaround from the awarding of this contract, as possible, preferably within 30 days.

The second part of the project is to incorporate available technology with MTS' current analog voice radios and P25 Digital data radios for use over cellular networks. The goal would be to give MTS the option to run cellular or radio in either case as the primary or secondary communication mode. Accordingly, MTS seeks a partner that is highly experienced and knowledgeable about cellular, traditional, and P25 radio systems to write a technical specification that addresses the needs of MTS and makes use of the current technology utilized on our fleet. MTS requires receipt of the specification from the awarded person or firm within 30 days.

Bid Due Date

Proposals must be submitted on or before 2:00 p.m. CST on March 13, 2020. Proposals that are received after the deadline, for whatever reason, will **not** be considered for evaluation.

Questions Deadline

Questions regarding this solicitation document, MUST be submitted by e-mail to Monique Alston at malston@mcts.org on or before end of business on March 10, 2020.

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

Submission of Proposals

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

Bid Opening

Bids will be publicly opened and read at the above opening date and time in Room 104 of the Administration Building- Materials Management Department 1942 N. 17th St. Milwaukee, WI 53205.

Withdrawal of Proposal

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

Acceptance Period

MTS requires a minimum acceptance period of two business days. An intent to award will be made public after the acceptance period.

Method of Award

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

Non-Responsive Bids: Bids which are incomplete, conditioned, or qualified in any way, contain erasures or alterations, include alternate bids or other items not called for in the Bid Documents, are not in conformity with the law or with these instructions, or include any other irregularity shall be rejected as nonresponsive. Bids that do not propose a TBE partner or otherwise do not meet the TBE requirements will be rejected as nonresponsive.

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

Responsible Bidders: It is the intent of MTS to award a contract to the low responsible bidder. Before award, the bidder must meet the following bidder responsibility criteria, as described in the compliance matrix provided in this document, to be considered a responsible bidder. The bidder may be required by MTS to submit documentation demonstrating compliance with the criteria. If the bidder is missing any of the following criteria or has not provided alternate requirement language which MTS has deemed appropriate, MTS will find that the bidder is not responsible. The bidder must currently possess, or have provided an appropriate alternative requirement that MTS deems appropriate, the following:

1. Have written a minimum of 20 specifications for replacement or installation of new transit company CAD AVL system.
2. Have technical knowledge and experience with Conduit CAD AVL systems
3. Have technical knowledge and experience with Apollo video systems
4. Have technical knowledge and experience with Clever devices real time bus systems
5. Have technical knowledge and experience with Clever devices AVA systems
6. Have technical knowledge and experience with Clever devices Ride check systems
7. Have technical knowledge and experience with Giro Hastus systems
8. Have written technical specifications for implementation of a cellular radio system as primary or secondary to traditional and P25 radio

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.

Type of Contract

A binding firm- fixed price contract will be awarded. A Sample Contract has been included in the bid documents. MTS anticipates that the final contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes acceptance of these Contract requirements.

Incorporation of Documents into Contract

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

Project Description

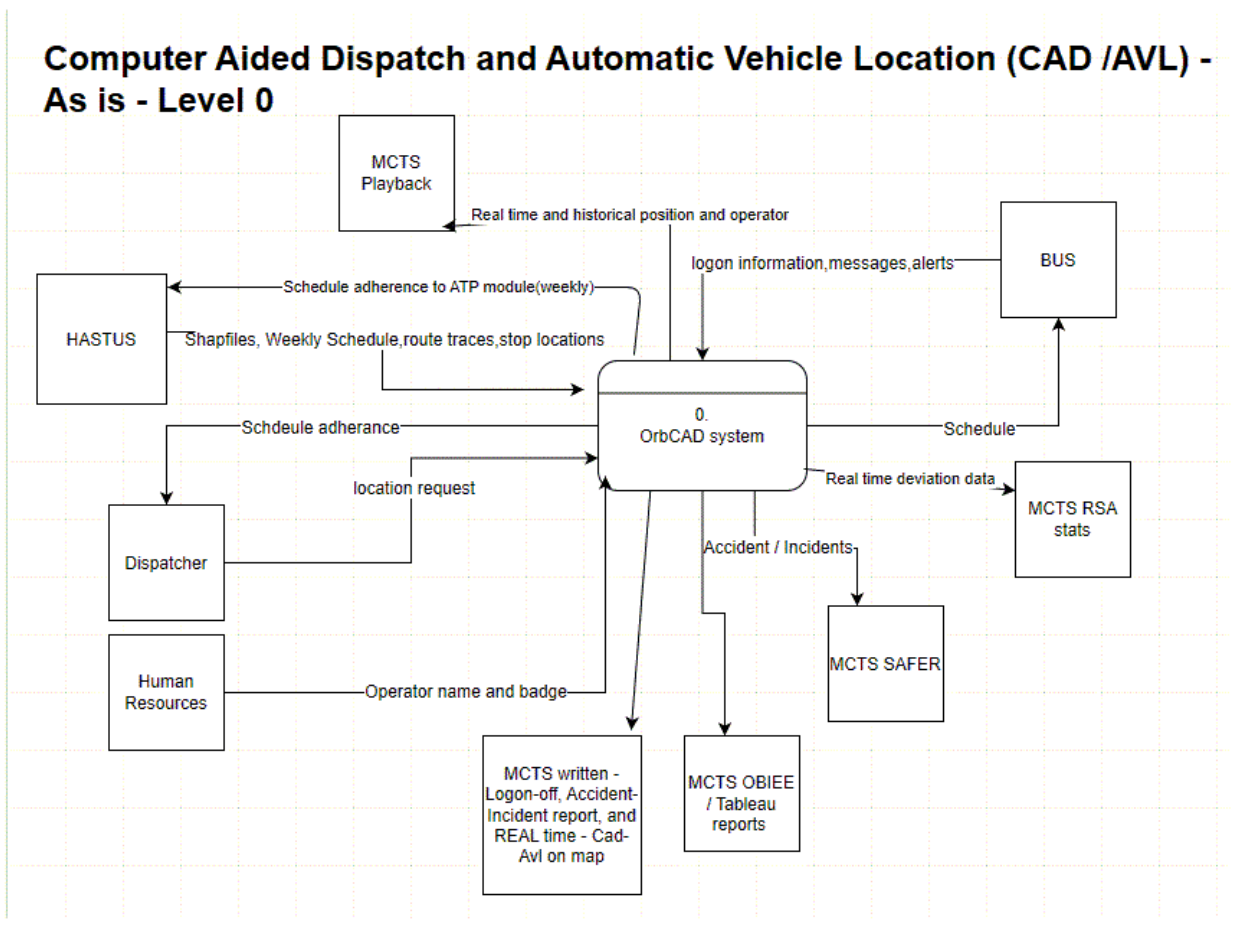
We are looking to contract with a firm or person to write a single technical specification for an RFP containing two (2) focus areas. The first focus area of the project will be the replacement of our current Computer Aided Dispatch and Automatic Vehicle Location (CAD AVL) system. This focus area will require: review of our current specifications, review

of the current system functionality, perform interviews where necessary and assure that all transportation industries use of CAD AVL systems best practices are incorporated to assure that technical specifications for replacement of the current CAD AVL system meets all current and future needs of MCTS, as well as, industry best practices.

The second focus area of the project will be the incorporation of voice and data radio over cellular. This is to be done in conjunction with our current voice radios and data radios. MCTS wants the option to run cellular or radio as primary or secondary. This focus area will require: review of our current radio system, review of the current system functionality, perform interviews where necessary and assure that all transportation industries use of radio systems best practices are incorporated assuring that the technical specifications for incorporation of cellular radio system meets all current and future needs of MCTS, as well as, industry best practices.

Current System

MTS currently uses a CAD/AVL system by Conduent that runs on Windows Server 2008. At this time, MTS utilizes traditional and P25 radio systems.



Project Timeline

Expectations are that the required work will be completed within 45 days of awarding this contract. The competitive solicitation for the purchase of the CAD/AVL system and cellular/traditional radio equipment is expected to be released by MTS in late April or early May of this year.

TBE Goal

This project has a Targeted Business Enterprise (TBE) goal of 17%. To be considered for this project, the Prime must submit a Subcontractor/Supplier Information Sheet (TBE-02) with your Bid. Additionally, the award of this Contract is

conditioned upon your good faith efforts in achieving this project's TBE goal, and you must document those efforts by submitting with your Bid one of the following: A signed and notarized Commitment to Contract with DBE Firms (TBE-14) form(s), one for each DBE documenting the participation achieved toward satisfying the goal *, evidencing your proposed participation plan to meet or exceed the TBE goal;

OR

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

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

**TBE-01 form(s) must be complete to the fullest extent possible and outline communications with both solicited DBE firm(s) and Milwaukee County's Community Business Development Partners department (CBDP). Submission of form(s) with supporting documentation such as emails and similar correspondence is strongly recommended.

A necessary step in the good faith efforts process and for documentation in the Certificate of Good Faith Efforts (TBE-01) form, is contacting CBDP at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBE firms and understanding the County's TBE Program procedures.

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

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

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

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

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing Milwaukee County's Disadvantaged Business Enterprise (DBE) Program, in compliance with County Ordinance and Federal Regulation. Data for compliance monitoring is collected through reporting by Contractors of payments received and paid to subcontractors. There is no cost to the contractor, the only requirement is to become a registered user and complete the online webinar training.

Below is the link to the Diversity Management and Compliance System that will allow you to set up your account. When you access the site, locate the "Help/First Time Visitors" tab, the bottom selection on the far-right list. The first step would be to set up account access, if your firm does not already have an account, and then register for training. Subcontractors must also set up their account and take the training, as they need to acknowledge receipt of payments from the Prime or higher tier subcontractors. If you are unsure if you have an account, enter your email address as your username, and click on "Forgot Password" to obtain a new temporary password. If you have not set up a password, you may need to contact customer service for assistance.

<https://mke.diversitycompliance.com/Default.aspx>

The recommended training is the compliance session, but you may also take the general system overview. Once training has been completed, if you encounter issues with responding to system audits, you are directed to contact customer service. They will handle all questions related to the software performance, otherwise, you may contact CBDP compliance and we will assist you with questions directly related to a project concern.

Cost Response

The cost figures shall be furnished on the price sheets provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets and the signature sheet. One (1) original is required of your cost response on paper and one copy of the cost response on a USB drive. No additional copies are necessary. Provide the cost response in a separate sealed envelope. Do not add cost information to the technical response. In case of variation between the amounts in words and figures, the amount prescribed in words will prevail.

Instructions for Proposal Submittal

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

1. Signature Sheet (One Signed Original)
2. Provide a schedule identifying the completion dates for each task and suggested percent payment milestones. Do not put pricing on this schedule.
3. Proposal Price Sheet(s) (One Original in a separate sealed envelope) with the TBE paperwork
4. One signed EEO Certificate
5. TBE Utilization Forms –with the Price sheet(s) (One Original with Price Pages)
6. One Anti-Lobby Certificate
7. Debarment form
8. Conflict of Interest Form
9. Non-Collusion Affidavit

BID Timeline	
Release bid	March 5, 2020
Written Questions Due	March 10, 2020 4:30 PM CST
Proposals Due	March 13, 2020 2:00 PM CST

Protest and Appeals Policy for

Sealed Bids:

A. Prior to sealed bid opening:

Protests to form and content of bid documents shall be received by the Director of Materials Management not less than five (5) business days prior to the time scheduled for bid opening. Protests shall be in writing and state the reason for it. The Director of Materials Management shall review protests and if modification is necessary, the bid opening date shall be extended and addenda containing the changes shall be sent to each bidder. If the modification is rejected, the protestor shall be notified. The decision of the Director of Materials Management is final.

B. After sealed bid opening:

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

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

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

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

C. Appeals to the Purchasing Appeals Committee:

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

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

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

Enclosures

1. Invitation to Bid
2. Sample Professional Services Contract
3. Signature Sheet
4. TBE Utilization Specifications and Forms (TBE Forms)
5. Conflict of Interest Form
6. Non-Collusion Affidavit
7. Anti-Lobby Certificate
8. MTS Travel Policy
9. Excel Pricing Workbook- Note this has two tabs
10. Compliance Matrix

COMPLIANCE MATRIX FOR BID 07-2020

CONSULTANT TO WRITE CAD/AVL AND RADIO SYSTEMS SPECIFICATION

RESPONSE CODE	DEFINITION
F	Fully Compliant – Proposer fully complies with requirement as written. No other Alternative Language is required.
CM	Complies with Modified Requirement - Proposers shall provide alternate requirement language to which they commit to comply. The “CM” will be equivalent to a response of “F” if MTS deems appropriate and will be reflected in the scoring. Should MCTS not accept the modified requirement, that will also be reflected in the scoring.
N	Does Not Comply – Proposer does not comply with the requirement. Accompanying comments are discouraged. This should only be used if vendor cannot comply and a modified requirement cannot be offered.

Ref #	Requirement Description	Vendor Response (F/CM/N)	Alternate Language
General Requirements			
1	Consultant has written a minimum of 20 specifications for replacement or installation of new transit company CAD AVL system		
2	Consultant must have the technical knowledge and experience with Conduit CAD AVL systems		
3	Consultant must have technical knowledge and experience with Apollo video systems		
4	Consultant must have technical knowledge and experience with Clever devices real time bus systems		
5	Consultant must have technical knowledge and experience with Clever devices AVA systems		
6	Consultant must have technical knowledge and experience with Clever devices Ride check systems		
7	Consultant must have technical knowledge and experience with Giro Hastus systems		
8	Consultant must have written technical specifications for implementation of a cellular radio system as primary or secondary to traditional and P25 radio		

SAMPLE PROFESSIONAL SERVICE CONTRACT

This Contract between Milwaukee Transport Services, Inc., a quasi-governmental instrumentality (hereinafter called the "MTS"), and **XXX** (hereafter called "Contractor"), is entered into as of March , 2020.

1. SCOPE OF SERVICES.

The Contract consists of the following four 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 Bid # 2020-07
- c) Contractor's Entire Proposal
- d) Contractor's Best and Final Offer
- e) 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>
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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 **XXXx** through **XXXX** or until such time as either party notifies the other of its termination, as provided herein.

4. COMPENSATION.

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

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

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

Invoices should be sent to: accountspayable@mcts.org

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

6. Intentionally Deleted

7. 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.

8. 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.

9. 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.

10. TARGETED BUSINESS ENTERPRISES.

Contractor shall adhere to the approved TBE participation plan contained in this contract, which assures that **17%** percent of the Contract be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Contract. Approval must be obtained from the County prior to making any change(s) to the approved TBE participation plan. A copy of the TBE-14 form is attached to this Contract as Exhibit **1**.

Contractor shall submit monthly reports online as required by the County for the purpose of demonstrating compliance with this Section.

11. 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 MTS.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

Contractor shall, upon Contractor's written notice: (i) 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.

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.

19. 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.

20. SUBCONTRACTS.

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

21. 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.

22. PROHIBITED PRACTICES.

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.

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any MTS officer or employee or his immediate family, and no MTS 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."

23. 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.

24. TAXES.

MTS is exempt from Federal Excise Taxes and Wisconsin State Sales Taxes. Any billing submitted by Contractor should be without such taxes.

25. 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.

26. 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.

27. NOTICES.

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

To Contractor:

To MTS:

Attn.:

Attn.: Materials Management

Address:

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

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

28. 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 hereto. 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.

29. LAWS, REGULATIONS, AND REQUIREMENTS.

Contractor agrees to comply with the applicable federal, state, and local laws, regulations, and requirements

30. INVALIDITY, REMEDIES NOT EXCLUSIVE.

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

31. HEADINGS.

The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

32. 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.

33. AUTHORIZATION.

IN WITNESS WHEREOF, this contract is effective on the date of the last acquired signature. Any adjustments to and amendments of this Contract must be dated and signed by all parties.

CONTRACTOR

By: _____ Date: _____

Milwaukee Transport Services, Inc

By: _____ Date: _____

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 have been read and understood.
4. Your company has never defaulted on any contract with Milwaukee Transport Services, Inc., or Milwaukee County.

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

Date: _____

Submitted by: _____

Name of firm: _____

Address of firm: _____

Signed per: (manual signature required) _____

Print name: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Milwaukee Transport Services - Consultant to write CAD AVL and Radio Systems specification

Bid 07-2020

Firm Name:

DUNS #

	Write the MTS Specification to replace the current CAD AVL system and Radio to Cellular option
Name	
Title	
Hours on Specification development	
Hourly Billing Rate	
Name	
Title	
Hours on Scope	
Hourly Billing Rate	
Name	
Title	
Hours on Specification development	
Hourly Billing Rate	
Name	
Title	
Hours on Specification development	
Hourly Billing Rate	
Name	
Title	
Hours on Specification development	
Hourly Billing Rate	
Delivery date of Task	
Grand Total Hours	
Grand Total Wages	

wages must be fully loaded

Milwaukee Transport Services - Consultant to write CAD AVL and
Radio Systems specification

Bid 07-20

Firm Name:

Travel costs- Must use MTS Travel Policy to Calculate

Airfare	
Hotel	
Per Diem	
Total number of travelers	
Total number of trips	

Materials costs

What is the profit margin in %

MILWAUKEE TRANSPORT SERVICES TRAVEL REIMBURSEMENT RATES FOR VENDORS

(1) **General Terms.** Milwaukee Transport Services (“MTS”) may reimburse a Vendor for actual, reasonable and necessary Travel Expenses, including mileage, lodging, meal, and incidental expenses incurred during the Performance of Services for MTS if specifically authorized by a contractual agreement up to Maximum Limits. Travel Expenses must have prior written approval of MTS and will be reimbursed at the rates set forth herein.

(2) **Definitions.** All words shall have their ordinary meaning, except for those defined in this section, which shall have the meanings set forth below:

(a) “Travel Expenses” shall consist of costs for lodging, meals, or other incidental expenses, or for transportation costs incurred by a Vendor during the Performance of Services for MTS. If Vendor visits one or more clients on the same trip, the expenses for such trip shall be apportioned in relation to the time spent with each client.

(b) “Performance of Services for MTS” means providing services to MTS as defined in an Agreement, Statement of Work, Amendment, Change Order, or any other written contract between the Vendor and MTS.

(c) “Incidental Expenses” are related to the Vendor’s travel; and, shall include:

- (i) Parking fees;
- (ii) Highway toll fees;
- (iii) Car rental fees; and
- (iv) Baggage handling service, when necessary.

(3) **Maximum Limit Reimbursement Rates.**

(a) **Maximum Limits - Travel Mileage Reimbursement.**

Modes of Transportation	Effective/Applicability Date	Rate per mile
Airplane*	January 1, 2020	\$1.26
Automobile	January 1, 2020	\$0.58
Motorcycle	January 1, 2020	\$0.55

* Airplane nautical miles (NMs) should be converted into statute miles (SMs) or regular miles when submitting a voucher using the formula (1 NM equals 1.15077945 SMs). You can also use the link to BoatSafe.com (a non-government website) to assist you in converting NMs to SMs or SMs to NMs. For calculating the mileage difference between airports, please visit the U.S. Department of Transportation's Inter-Airport Distance web site.

(b) **Daily Maximum Limit - Meal and Incidental Reimbursement.** For 2020, MTS will reimburse for meals, tips, and incidental expenses up to the Daily Maximum Limits below. MTS will not reimburse the Vendor for alcoholic beverages. If receipts include alcoholic beverages, such charges will be deducted from the total reimbursement submitted.

Low Rate	\$55.00 (Daily)	
Moderate Rate	\$61.00 (Daily)	- Daily Maximum Milwaukee County Locations
High Rate	\$71.00 (Daily)	

(c) **Daily Maximum Limit - Lodging Reimbursement.**

County	Hotel Rate Per Night**
Milwaukee County	\$150.00

** The limit is for room rate only and does not include taxes.

(4) Receipts and Exclusions. Any and all expenses submitted to MTS by the Vendor must be documented by a copy or original receipt or paid invoice. MTS will not be responsible for any fees or costs of ordinary community, premium, or first-class travel; cancellations; commitment or signing fees; or overhead or other administrative charges. Meal expenses submitted to MTS will be reimbursed up to the daily allowance. MTS will not reimburse the Vendor for alcoholic beverages. If receipts include alcoholic beverages, such charges will be deducted from the total reimbursement submitted.

(5) Submission of Expenses. Vendor must submit travel reimbursement expenses to MTS. Expense reports should include:

- a) Name of vendor;
- b) Name of individual(s) who traveled;
- c) Contract under which the travel was authorized;
- d) Name of MTS contact who authorized travel;
- e) Reason for travel (for example, "site assessment" or "on-site training").

Expenses must be submitted within thirty (30) days of the date the expenses were incurred. Expenses submitted more than thirty (30) days from the date the expense was incurred shall be deemed untimely and void by MTS. All travel reimbursement expenses, along with supporting documents, shall be sent in the form of an invoice, listing the contract or statement of work to be billed, by email to: accountspayable@mcts.org

A copy of this documentation should also be sent to the MTS contact which authorized such expense. Documentation should be provided to the individual and location indicated in the relevant contract as the individual to whom legal notice should be sent under the contract and the identified Contract Manager for the relevant contract, for process of payment.

Provisions A.1.10, A.1.14, A.1.7 Apply to – Awards exceeding \$100,000 by Statute Provision A.1.10

**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 subrecipients 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

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: _____

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)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

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

PROPOSAL CONSIDERATIONS

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

FOLLOWING CONTRACT AWARD

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



FIRM: _____ Project No: _____

SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET

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

PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE

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

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

PROJECT No. _____ PROJECT TITLE _____

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

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

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

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

 Signature of Authorized Representative Name & Title of Authorized Representative Date

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

- I affirm that our company is certified as (check all certifications that apply)
 _____ DBE by the Unified Certification Program certifying partners
 _____ MBE by State of Wisconsin DOA
 _____ WBE by State of Wisconsin DOA
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by (Prime or sub) _____.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the project specified herein and all work is to be completed with my own forces.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.
- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory or we are certified as a MBE or WBE with the State of Wisconsin DOA.

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

FOR CBDP USE ONLY

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

 Signature Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

Authorized Signature

Date



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

1. The Directory of Certified DBE firms eligible for credit toward the satisfaction of participation will be found at the following link, and can be searched by Name and/or NAICS code.

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

The Directory of MBE and WBE firms certified by the State of Wisconsin DOA eligible for credit toward the satisfaction of participation will be found at the following link:

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

2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved TBE participation level during the term of the contract with the County, including any additional work on the contract, e.g., change orders, addendums, scope changes, or fee increases.

3. **WRITTEN CONTRACTS WITH TBE:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subs, as stated in this form. Agreements must be submitted to the County within 7 days of receipt of the Notice-To-Proceed. By executing this commitment, you are certifying that you have had contact with the named TBE firm and that they will be hired if you are awarded the contract by the County.

4. **SUBSTITUTIONS, TBE SUBCONTRACTING WORK, TRUCKING FIRMS:** The successful Bidder/Proposer must submit written notification of desire for substitution to the TBE affected, and send a copy to the County, stating the reason(s) for the request. The TBE will have five (5) business days to provide written objection/acceptance of the substitution. The "right to correct" must be afforded any TBE objecting to substitution/termination for less than good cause as determined by the County. Approval must be obtained from the County prior to making any substitutions. TBE firms are required to notify and obtain approval from the County prior to seeking to subcontract out work on this project. In the case of TBE trucking firms, credit will be given for trucks leased from other TBE firms; however, if the TBE leases trucks from non-TBE firms, the commission or fee will be counted for crediting.

5. **REQUESTS FOR PAYMENT:** The successful Bidder/Proposer must indicate on the Continuation Sheet (AIA form G703, or equivalent) or invoice for consulting the work being performed by TBE by either a) placing the word "TBE" behind the work item or b) breaking out the work done by TBEs at the end of the report. The successful Bidder/Proposer shall notify TBE firms of the date on which they must submit their invoices for payment.

6. **TBE UTILIZATION REPORTS:** The successful Bidder/Proposer will enter payments to subs and suppliers directly into the County's online reporting system on a monthly basis. These entries will cover payments made during the preceding month and will include zero dollar (\$0) entries where no payment has occurred.

If you have any questions related to Milwaukee County's TBE Program, please contact:

414.278.4751 or cbdpcompliance@milwaukeecountywi.gov

Deficiencies, Inefficiencies, and Desired Attributes

Stakeholder departments have identified the following deficiencies and inefficiencies in the current systems and the desired attributes for the new systems:

Transportation

- The new system must be able to receive route shape files, route / block information, and bus stop latitude and longitude. Currently the system updates the route shape files only every pick (every 3-4 months). The schedule information is updated every week.
- The system receives information on new operators or change of operators from our HR system and must continue to do so. The system knows that the operator is an employee without a dispatch admin intervention.
- The new system should be able to read the login and block information that the operator already enters into the real time, Annunciator and APC system so that they do NOT need to log into another system. Currently the operator logs into 3 systems which are the farebox, (real time, Annunciator and APC- one company) and CAD/AVL.
- The current map is old and outdated. MCTS needs to have a map that can be easily upgraded, annually.
- The map colors, background, letters should be easily changed per 'user preference'. Once the user has selected a preference, whenever they log in the system, they will always see their preference. They should not need to 're-set' every time they login.
- Canned messages (DSM's) that the operator can send (by selecting) to dispatch is currently static and we are unable to change or even deleted an outdated message. MCTS requests that they be able to change messages as needed.
- Currently the route supervisors need to log into their laptop, the CAD / AVL system and the SAFER system (MCTS internal developed system where an operator will log the accident-incident) on their laptops. (three logins). It would nice if the CAD / AVL system would use the Active Directory for log in so at least one log in would be eliminated. Note: Currently the SAFER system requires a log in because an operator will fill out an accident on the system and they do NOT have AD accounts.
- When the dispatcher assigns an incident to someone, if they need to un-assign it, they would like to select 'no one' because there either was no route supervisor available or one was not needed. They should be able to delete an accident or incident easily.
- The dispatcher would like to see if a bus is 'running' or not. In the very old system that MCTS had *prior* to the current system the dispatcher could see if the bus was turned on '**before**' the operator logged in.
- The current canned reports from the system are not used. They are not robust enough and do not give us what we need, how we need it. MCTS needs reports that have parameters that can be changed.
- We would like to see which dispatcher sent a data message in **real time**. Currently we need to wait for a report, the **next day**.
- The current system 'freezes' when a sound file is received. For example, if a silent alarm is pushed the system will freeze for a couple of sections and the dispatcher cannot work during that time. This seems to be an error with the system.

- When an operator pushes the silent alarm the dispatcher only hears 'static'. The dispatcher would like to **HEAR** what is going on.
- When an operator pushes the silent alarm or PRTT the dispatcher would like to automatically **SEE** what is going on without logging into our Apollo video system (a separate application). This would also help with 'problem passenger's'. (Apollo should integrate with CAD)
- We would like to see a picture of the operator that has logged into the system. The current system does not have this. Note: We do have pictures of the operators in the Scheduling system.
- Currently the Email notifications to be to interested parties concerning issues like 'Medical Emergencies' or any 'major' incident needs to be automated. It is a separate form that is not integrated into the system. There should be some automated template for these issues.
- Currently there are issues when a driver starts the trip after a layover. We do not know that the driver is late coming back from a layover (and abusing the layover). We need to know when a driver has 'left' the layover. **We should have a configurable status such as 'left layover late' or 'still at layover late'.**
- Currently Late logons, Arrive early, Off route, New layover, and Late status do not generate incidents in the incident queue. The dispatcher has to 'look' for them in the performance queue. This should be configurable and 'alert' the dispatcher that a vehicle is 'off route', for example. The dispatcher would also like to be able to turn off these notifications, if desired. The OLD system did do this.
- Parameters for early and late arrive times should be able to be easily changed if need be. We should be able to 'test' this and then implement it.
- A test area would be good to test upcoming changes, route traces, stops, parameter changes etc.
- We should be able to stop incidents due to weather. (For example, winter storms)
- The dispatchers understand that cellular usage for data would be ideal since it is much more accurate. They understand that polling is every 30 seconds or better. Currently it is 45 seconds to 1 minute.
- Dispatch still would prefer current Radio over cellular. Even though the radio and consoles are new, the radios themselves are end of life and need replacing.
- The data messages the dispatchers can send to the operators has a 250-word limit, which is NOT enough. A dispatcher needs to send, at times, 'detailed' instructions to the operator concerning detours and they are left with abbreviating 'many' words, at times. This also is an issue for canned messages to all.
- It would be nice to be able to send / see paddles on the DCM. Currently paddles are still paper.
- This feature is not used: The current system has the capability to have a 'perimeter' drawn around an area so that only buses in that area can be looked at. We do not use this. (RSAGEO and WA Areas). This is used in larger agencies.
- This feature is not used: We do not suppress RSA messaging.
- We do not use DELTA which is used in headway-based systems. This is NOT a current need, but if it is a feature that comes with the system, it may be used for the upcoming BRT route(s).
- When an alarm is pressed and an operator talks into the microphone, the dispatchers only hears STATIC. This is an issue with the current system. The dispatchers would like for the system to

popup the video and sound when the operator starts talking. The current work around is for the Supervisor of Dispatch to open the Apollo video system and 'look' and listen into the bus.

- Currently the dispatcher can only look at incidents that are up to 72 hours ago in the application. (Incident lookup). They cannot see any older incidents in the application. MCTS developed a daily incident report that is emailed every day. MCTS also developed an Incident Report lookup screen but it only goes back to a certain point. The CAD /AVL Report data gets periodically purged and MCTS requests to keep data longer. If MCTS had a better, robust, canned report from the CAD / AVL system, then they would not need this report.
 - Many of the locations of bus stops are not accurate on the map. This may be due to having different base maps between the source and the target systems.
 - MCTS dispatchers request the ability to just see stops that are associated to the routes that they are watching. They would like to 'filter' stops from different routes so that the display is less cluttered.
 - MCTS would like to be able to filter out stops that have been taken out of service for a short time due to a detour. They not see stops that have been 'temporary' taken out or see stops that have been 'temporary' put in.
 - MCTS dispatcher would like a way to 'draw' a detour on the map.
 - MCTS would like to have the ability to personalize our own icons in the system 'per user'.
-
- Currently a dispatcher has 3 screens. Two of them for Cad / AVL and a third is still needed for the following:
 - From current CAD/AVL sys developed by MCTS, using the CAD / AVL data: It shows the number of vehicles that are more than 5 minutes and 2 minutes early and late. It also shows the number on time, active, total and unscheduled logged in vehicles.

Maintenance

- MCTS would like the keep the changes to the hardware components of the Revenue Vehicles to a minimum. This includes the 4-15 electric buses that are anticipated in 2021. MCTS also has a fleet of non-revenue vehicles that will need to be fitted with the new CAD/AVL and radio systems.
- MCTS needs to know what new equipment is needed and how this may affect the "spare(s) ratio" which the FTA currently sets at a 20 percent guideline for fleets over 50 vehicles.
- MCTS desires one logon for all systems. The new system should be able to tap into the current 'real time' or 'annunciator' system to get operator login, route and vehicle data.
- The system should be easily upgradable when new versions of technologies are released.
- The capabilities of using a cellular system for data would be ideal, since the cellular has incremental updates.
- Vendor requirements would be reduced if we were to use the same vendor that we have for the 'real time' or 'annunciator' system.
- Current upload to the outside vehicle destination display is out of date and archaic.
- The diagnostic capabilities should be fed into the Clever AVM It is understood that only about 5% of the AVM is currently being used by MCTS and thus the capabilities could expand.
- MCTS would like to explore the possibility to use J1939 standards. We understand that Cummins, our revenue vehicle engine, currently stores this, but MCTS does not access it.

Schedule and Planning

- The new system needs to accept all exports from the scheduling system, Hastus to include paddles, headways, blocks, trips, route traces, and booking information.
- HASTUS exports to the current CAD/AVL the route trace and shape files and should continue to do this.
- The Map in the current CAD/AVL system is not the same vendor as the one in HASTUS. This results in some stop locations to be distorted. (some route traces, as well) The current HASTUS system has a TomTom map from 2017. The CAD/AVL system has never been updated. The projections, though are the same (NAD 83)
- Ideally the HASTUS and the CAD/AVL maps should be the same. This would allow dispatchers to see current routings.
- MCTS demand a more 'robust' reporting system then the current CAD/AVL system has. We also need a way of viewing the reports that could pertain to the Schedule department like a 'Run Time' or an 'On Time Performance' report. The reports that come with the system are not used because parameters used to run the reports need to be dynamic. If MCTS wants to see early and late parameters differently then MCTS should be able to do so. MCTS demands to see data by route, segment, day, pick, year...etc.
- MCTS would like the ability to send maps pictures to operators on the TCH to assist with new detours.
- MCTS needs to make sure that the 'Playback' system continues to work. (see Transportation section)
- MCTS requires that the dispatchers continue to be able to send individual route and all route announcements to the operators.
- MCTS requires dynamic paddles 'on board' the bus. Currently paper paddles are in use.
- MCTS requires data to continue to be exported out of the CAD/AVL system for the ATP module of HASTUS, weekly. There are currently issues with endpoints on the export.

Marketing and Customer Service

- The "Orbcad Incident Report lookup" is used everyday. They usually look back up to 2 weeks. MCTS would want to look incidents that 'could' go back a few months.
- MCTS would like the ability to lookup an incident by 'key word'. For example, any incident that has the word 'BACK', in it.
- Both Marketing and Customer Service use tools that Transportation department uses and have similar concerns
- Would like more robust reporting tools with a streamline view of daily data to include all information in one report.
- The new Cad/AVL system should include a tool to have the ability to add more customized incident problem codes.

Safety, Security and Risk Management

- This department uses Vehicle Logins, GPS playback, and dispatch reports that come out of CAD/AVL and emailed daily.
- Clever Real Time is used and is not part of the CAD/AVL system.

Labor Relations

- Requires a report of Vehicle Log-ons.

Information Technology

- MCTS requires training to include Software usage, Administrative and Technical training. Documentation and test cases, prior to actual testing. This will be delivered by the contractor.
- MCTS will supply an internal Project Manager that will work with the contractor. The contractor will have a Project manager and Project Plan.
- MCTS uses CAD/AVL data in other internal Systems. These data exports will still need to be maintained, unless there is an alternative.
- MCTS will require the ability to run SQL against the data for internal reporting and monitoring purposes. MCTS is an Oracle shop.
- MCTS requires up to 7 years of data to be able to query.
- MCTS demands a robust reporting tool.
- MCTS would prefer a TEST database so that we could test map upgrades, new route traces, new locations, etc.
- MCTS would like an on-premise solution. This solution will include hardware and licensing.
- MCTS will need a solution for back-up procedures and tools.
- Hardware for on-premise must be included in the bid. Hardware must work with our current systems.
- MCTS would like the ability to have a TEST system and database so that we can test 'new' parameters, reports, maps, backups. New versions, upgrades and maintenance tasks.
- Bulk data management transfer to and from the fleet
- All data transmissions to and from the fleet should be recorded and logged
- The following minimum set of data should be transmitted in real-time to a central system:
 - Logon/Logoff data
 - Location data (latitude, longitude, heading, speed)
 - Route adherence status
 - Schedule adherence data
 - Start of trip data
 - Time sync
 - Database version information
 - Canned text messages
 - RTT/PRTT
 - Emergency alarm
 - AVM faults
 - APC data
- The software should process data messages in the order they are received or based on their associated priorities to be defined by MCTS