

REQUEST FOR PROPOSALS

High-Speed Rubberized Overhead Door Replacement and Services

RFP # MM-05-20

Released: May 7th, 2020

Deadline: June 3rd, 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

RFP Administrator: Ayame Metzger

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INFORMATION SUMMARY

Request For Proposal Title: High-Speed Rubberized Overhead Door Replacement and Services
Request For Proposal Number: MM- 05-20
RFP Issuing Office: Milwaukee Transport Services, Inc. Maintenance Department
RFP Issue Date: May 7, 2020 All documents are located at www.ridemcts.com
Deadline for Receipt of Questions: May 25th, 2020, 2:00 p.m. Central Time
RFP Proposal Receipt Deadline: June 3rd, 2020, 2:00 p.m. Central Time
RFP Submission Location: Office of Material Management, Room 104, 1942 North 17TH Street, Milwaukee, WI 53205
RFP Administrator: Ayame Metzger, Contracts and Purchasing Administrator

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

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About Milwaukee Transport Services, Inc.

Milwaukee Transport Services, Inc., (MTS), operator of the Milwaukee County Transit System (MCTS), is seeking proposals for High-Speed Rubberized Overhead Door Replacement and Services for Milwaukee County Transit Facilities.

MTS is a separate entity from Milwaukee County managed by its own Board of Directors, with discrete oversight by Milwaukee County. It has approximately 1,100 employees and operates 24/7 with the majority of employees working varied schedules. MTS has a fleet of 400 buses that operate approximately 18 million miles and 1.4 million hours annually. There are approximately 101,000 passengers boarding and alighting buses each weekday with 29 million riders annually. MTS has multiple buildings and garages, with multiple overhead doors of various sizes that require service, repairs, and occasionally replacement throughout the year. Only three of these building are within the scope of this project.

Timeline

MTS has established the following timeline with regard to this RFP.

RFP Dates	Dates
Issue RFP	May 7 th , 2020
Deadline for Questions	May 25 th , 2020, by 2:00 CST
Proposals Due	June 3 rd , 2020 by 2:00 CST
Interviews/Presentations (if necessary)	As needed
Award	TBD

Project Description

MTS has 3 garages (within the scope of this RFP) with multiple overhead doors of various sizes that require service, repairs, and occasionally replacement throughout the year. MTS is looking for a contractor to provide all of the work required to keep the rubberized garage doors in good working order, including replacement, if necessary, as determined by the Buildings and Grounds Manager.

It should be noted that MTS currently utilizes two different types of doors. As the current overhead panel doors become damaged or reach the end of their useful life, MTS, as funds allow, will begin to install rubberized doors when and where possible.

The scope of this contract ONLY covers the service of rubberized doors and future replacement of overhead panel doors with rubberized doors as directed by MTS. All service of metal overhead panels doors and replacement of current doors with metal overhead panels doors is covered under a separate contract.

There are currently 5 doors (see project packet included in this RFP) that will require replacement in 2020. At this time, MTS has four rubberized doors installed at the Fond du Lac property. The model of the doors is Rytec Powerhouse SD High-Speed Rubber Door (12x12). **Note:** The 4 Rytec doors are currently under warranty and service will not be required until the warranty expires in March 2021.

Service of high-speed rubberized garage doors may be needed based on two scenarios:

- 1) A garage door is problematic, and the vendor is contacted to come out to inspect the door and complete any needed services or repairs; or
- 2) There is an emergency, as determined by the Buildings and Grounds Manager, and the vendor is contacted to complete immediate repairs.

The locations of the services are as follows:

Facility Addresses
Fleet Maintenance Building 1525 West Vine Street Milwaukee, WI 53205
Fond Du Lac Garage 2932 North 35th Street Milwaukee, WI 53210
Kinnickinnic Garage 1710 South Kinnickinnic Avenue Milwaukee, WI 53204

Scope of Work and Specifications

TERM OF CONTRACT

This is a firm fixed price three (3) year contract with a possible two (2) additional extensions years available if both parties are agreeable to any price increase. Contract start date will be determined once awarded. RFP expected to be awarded in June 2020, start of contract will begin with issue of the purchase order.

REPLACEMENT

Furnish, install, remove, repair, replace, and perform all diagnostics, (including parts replacement), of all overhead panel, rolling curtain, man, and sliding fire doors on an as needed basis.

SERVICE

Inspect, troubleshoot, perform all diagnostics and repair (including parts replacement), all overhead rubberized doors and their components on an as needed basis.

Repair automatic openers and their control circuits. The Contractor will not be responsible for the high voltage electrical from the point of connection at the operator/unit, or motor if not part of the unit, back to the electric panel.

CURRENT ENVIRONMENT

Except for the 4 rubberized Rytec doors at the FDL Facility, MTS currently utilizes metal, overhead panel doors at all locations.

An inventory of doors by location is as follows:

Size	Quantity	Notes
Fleet Maintenance Facility		
8.5 wide x 12 feet high	1	
12.5 feet wide x 16 feet high	56	Note: door opening is at 14 feet tall
21.5 feet wide x 19 feet high	3	Note: door opening is at 18 feet tall
Total of doors by facility	60	
Fond du Lac Facility		
12 feet wide x 12 feet high	20	
12.5 feet wide x 12 feet high	12	
17 feet wide x 12 feet high	9	
20 feet wide x 12 feet high	18	
Total of doors by facility	59	
Note: This count includes the 4 existing rubberized doors at the FDL facility		
Kinnickinnic Facility		
8 feet wide x 12 feet high	1	
11 feet wide by 12 feet high	6	
14 feet wide x 12 feet high	5	
18 feet wide x 12 feet high	1	
24 feet wide x 14 feet high	10	Note: 8 of these doors are currently installed where the door opening is 12 feet tall
28 feet wide x 12 feet high	1	
Total of doors by facility	24	
Note: The 5 doors outlined in the project packet for replacement in this RFP are included in this count		

SPECIFICATIONS

The selected Vendor must adhere to all aspects of the specifications listed below:

1. Vendor Requirements

- 1.1. Contractor shall be licensed in accordance with all industry, federal, state, and local government requirements.
- 1.2. Contractor shall provide telephone and cellular numbers for routine or emergency service calls.

- 1.3. Contractor shall have the technical skills, materials, tools necessary to properly maintain the equipment covered under this contract.
- 1.4. The contractor's staff shall properly record the services rendered, with the date and time, and name of staff on the service report.
- 1.5. Repairs and maintenance shall follow federal, state and local regulations.
- 1.6. Contractor shall provide their own equipment. NOTE: MTS prohibits non-employees from using MTS equipment.

2. Description of Services

- 2.1 All maintenance and repairs shall be completed to the manufacturer's specifications and to the latest federal, state and/or local standards.
- 2.2 Service and repairs may include, but shall not be limited to, the following:
 - Verify proper operation of all door components including all controllers, motors, sensors, photo eyes, batteries and wireless remote operators. Adjust/repair if necessary.
 - Replace weather stripping and seals (if equipped).
 - Adjust or repair damaged panels, vision lites or sections, sites and rails.
 - Tighten all nuts and bolts.
 - Check the condition of all hardware and locks (if equipped).
 - Lubricate where required.
 - Adjust horizontal and vertical tracks, guides, and rollers.
 - Adjust the track spacing.
 - Adjust cable/panel drums
 - Repair operation of keypads and remote operators (excluding RBH systems).
 - Repair chain hoists, sprockets and safety items.
 - Repair electric motors, belts, chains, electrical switches and connections.
 - Adjust doors to ensure that they are square in the openings.
 - Cycle doors to assure proper operation after each repair.
 - Check and, repair if necessary, sensitivity setting of ground loop controls, where/if applicable, and test for proper operation.
 - Replace all broken cables and cables which are frayed, severely rusted or show signs of wear. Equipment and parts shall be from the manufacturer of the new and existing equipment.
- 2.3 Replacement of metal overhead panel doors with new, high-speed rubberized doors shall incorporate the following:
 - Remove existing overhead door including tracks, springs, and all appurtenances; replace with fast-acting, heavy-duty, rubber overhead coiling doors with vision lites (size of doors shall be verified in the field.)
 - Provide interior and exterior motion sensors with timer for closure (NO exterior loops due to existing trench drains to remain); exterior sensors shall be protected from the elements.
 - Provide pull cord or chain in case of power failure.
 - Coordinate existing power with requirements for new doors; provide step-down transformer(s) as required i.e. if new doors require power that is not directly compatible with the existing 208v / 3-Phase service, then the installer must provide a step-down

transformer (or other measures required) to make the doors function with the existing service.

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- Provide protection at the bottom of doors (inside, outside, and at bottom edge) to prevent damage/entry from rodents.
- Design should incorporate protection from water and all interior and exterior elements, utilizing hood and motor covers and other protective measures, as well as locating components on the inside of the door, as opposed to the outside where they would be exposed to weather whenever possible.
- Doors must have a padded bottom bar to reduce damage to the bus if it comes in contact with the door. The bottom bar shall extend the full operating width of the curtain. The bottom bar shall be constructed of two steel flat stock powder coated safety yellow bolted together and shall have a breakout section to reduce risk of damage during accidental impacts. Padded sides shall be secured to the outside of the flat stock to reduce damage upon impact.
- No concealed or exposed torsion springs will be accepted. Any replacement doors must have a springless design and hood and motor covers are required.

2.4 Provide emergency services on all doors, when an emergency arises. An emergency will be classified as any time after normal working hours, and at which a door cannot be opened or closed by any means, either manually or electrically.

2.5 Provide removal and hauling of the existing overhead doors and hollow metal doors off the property. Contractor(s) shall be responsible for removal of all debris from job site.

2.6 Removal and disposal of air curtains (where equipped) may also be requested by MTS during new door install. Alternate pricing shall be provided (see pricing sheet.)

2.7 All shipping and mobilization fees (including, but not limited to equipment rental and storage) shall be paid by the Contractor(s) and installers.

2.8 MTS is not responsible for securing or storing equipment while on site.

3. Working Hours and Response Times

3.1 The standard, normal work week shall be considered from Monday through Friday, 7:00 am to 4:00 pm, excluding holidays.

3.2 Vendor shall complete all requested work during the standard, normal work week hours listed above without the necessity of overtime labor. If work cannot be completed during this time, the Vendor shall provide such information to the Building & Grounds Manager or designee. Approval to proceed with overtime work must be received prior to completing the work.

3.3 Holidays, for the purposes of this work include:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and the Day after Thanksgiving
- Christmas Day

3.4 Any emergency calls that may be required during off-duty hours can be performed as requested once vendor emails a cost estimate to MTS. Emergency service calls shall be defined as work that cannot await scheduling during regular time.

3.5 Overtime hours are defined as any work performed outside of the regular hours listed above.

- 3.6 Vendors hourly rate shall include all costs of labor, overhead and transportation. No other service charge will be accepted.
- 3.7 Vendor must respond within 24 hours if the call is for non-emergency service.
- 3.8 Vendor must respond to an emergency call must within two (2) hours of the service call being made.
- 3.9 All project/replacement door work requested shall be scheduled within (3) working days of the notification to proceed.

4. Locations of Work

- 4.1 MTS Buildings included are:
 - Fleet Maintenance Facility, 1525 W. Vine Street
 - Fond du Lac Garage, 2932 W. 35th Street
 - Kinnickinnic Garage, 1710 S. Kinnickinnic Street
- 4.2 MTS reserves the right to add or remove locations to this Bid.

5. Procedures to Start Work

- 5.1 Vendor will coordinate scheduling directly with the B&G Manager or their designee.
- 5.2 Vendor to provide MTS with a written cost estimate PRIOR TO WORK STARTING. This may be provided by email, sent via a smartphone or as a signed paper on vendor letterhead
- 5.3 Cost Estimates for any work shall include a cost breakdown of labor rate, estimated labor hours, estimated materials list.
- 5.4 Vendor's staff must observe all rules and regulations in effect at the buildings.
- 5.5 Vendor's staff must properly record the services rendered. The service report must include the date and time the work was completed, a description of the work completed, and the name of the staff completing the work.

6. Billing and Payments

- 6.1 All repair parts will be billed at the vendor's cost.
- 6.2 Vendor shall submit a copy of the purchase invoice(s) as proof of cost for parts. This must accompany the job invoice for the agency to process payment for the services performed. Reimbursements for parts shall not be made without documentation and/or receipts showing cost for parts.
- 6.3 All invoices must be submitted to: accountspayable@mcts.org.
- 6.4 MTS is a quasi-governmental agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54(9a) (b) of the Wisconsin Statutes, and is exempt from the Federal Excise Tax and has been granted Exempt No. 39-73-0429K. Wisconsin Exempt No. CES014818.
- 6.5 MTS does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.
- 6.6 Invoices shall include the same breakdown of labor rate, labor hours and the itemized materials actually used.

7. Prohibited Activities

- 7.1 Trip charges, tool charges, truck charges are not allowed and will not be paid for if invoiced to MTS.
- 7.2 MTS will not purchase parts in advance for any work to be performed.
- 7.3 Parts must be billed at cost – no mark-ups are allowable.

- 7.4 Work may not be subcontracted out without the prior written approval of MTS.
- 7.5 Vendor may not start work prior to a cost estimate or quote being provided to MTS.
- 7.6 Verbal agreements and changes to the work order are not acceptable. Only written change orders will be accepted.

8. Warranty

- 8.1 The Vendor guarantees that all parts supplied in conjunction with the services to be rendered are genuine, standard new stock products specifically designed and manufactured for use with original equipment and are identical in all aspects to original equipment manufacturer's replacement parts; also, that no part shall be substituted contrary to the manufacturer's recommendation. Every replacement part delivered shall be guaranteed against faulty material and workmanship in accordance with the manufacturer's standard warranty. Any faulty part shall be immediately replaced by the Bidder at no cost to MTS. All materials shall be itemized on the invoice.
- 8.2 Vendor must provide Parts Warranty from both the manufacturer and Vendor, if Vendor has one, not be less than ninety (90) days from installation. Any wear items not included under warranty shall be clearly identified and pricing information shall be provided to MTS before the conclusion of the 90 day period. **MTS reserves the right to negotiate the warranty and pricing for any wear items not included in the parts warranty.**
- 8.3 Vendor must provide a Labor Warranty will not be less than 90 days from installation. Any Labor not included under warranty shall be clearly identified. Pricing for this Labor shall be consistent with the labor rates provided in the pricing sheet. **MTS reserves the right to negotiate the Labor Warranty.**
- 8.4 Manufacturer shall provide a minimum 10-year warranty of overhead door sections. If Manufacturer does not provide a 10-year minimum; Vendor must provide the same warranty for the period that covers the time the manufacturer's warranty and the end of the 10 year period from installation.
- 8.5 The vendor shall be responsible for promptly correcting any deficiency, at no cost to the MTS, within three (3) calendar days after MTS notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, MTS may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a MTS vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of MTS within three (3) calendar days of receipt of the second notice. If the vendor fails to satisfy the warranty within the period specified in the notice, MTS may (a) place the vendor in default of its contract, and/or (b) procure the products or services from another source and charge the incumbent vendor for any additional costs that are incurred by MTS for this work or items; either through a credit memorandum or through invoicing.

9. Quality Assurance

- 9.1 The contractor is responsible keeping the job site clean while performing work.
- 9.2 After the job is completed, the contractor is responsible for removing all tools, equipment, excess material and debris from the site and leaving the area in a clean condition that meets the approval of management.
- 9.3 Upon completion of work, a test of the work shall be

completed in the presence of an authorized agent of MTS prior to payment being made.

9.4 Inspection during or after acceptance of completion shall not release the vendor from liability and expenses of repair or replacement for faulty design, workmanship or materials, appearing final payment has been made.

RFP Terms and Conditions

Proposals are due June 3rd, 2020, 2:00 p.m. Central Time. Late proposals will not be opened or accepted for evaluation. Any proposals received after the established due date and time at the place designated for receipt of proposals will be considered late, without exception. Faxed or emailed proposals will not be accepted. One proposal per vendor.

Proposals shall be based upon specifications as outlined in the RFP to include all services as specified. Proposals will be evaluated by MTS as defined in the RFP specification.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

A signed and notarized *Commitment to Contract with DBE Firms* (DBE-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 DBE goal;

OR

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

*DBE-14 form(s) must identify (1) the DBE 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 DBE goal to be met. The form must be signed by the Prime and notarized to be considered responsive. The signature of the DBE 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/Proposal for failing to identify this information for each DBE.

DBE-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* (DBE-01) form, is contacting CBDP at 414-278-4747 or cbdp@milwaukeecountywi.gov for assistance in identifying DBE firms and understanding the County's DBE Program procedures.

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

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

<http://wisconsin.gov/Pages/doing-business/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/>

PRE-PROPOSAL MEETING:

Due to the current public health crisis, there will be no pre-proposal meeting for this RFP.

SITE CONDITIONS

Prior to submitting accepting a proposal, the intended awardee will be invited by MTS to inspect the existing site conditions.

QUESTIONS

All questions regarding the RFP and requirements must be submitted in writing to ametzger@mcts.org by close of business on May 25, 2020. All questions will be answered as addendum and posted to the MTS website. Addendum are required return documents with the proposal package. Any discussion not included in the official addendum are not official answers, again all questions must be submitted in writing.

Proposers may submit questions and requests for clarification regarding this RFP. All questions regarding this RFP shall be made in writing, citing the RFP title and RFP number, and shall be submitted via e-mail to ametzger@mcts.org. Questions sent to anyone other than the RFP Administrator will not be considered.

Responses to all questions and inquiries received by the RFP Administrator will be posted as an addendum on www.ridemcts.com. It is the responsibility of Proposers to check the site for any and all information such as questions and answers or related documents posted during the RFP process.

Communication initiated by a proposer to any MTS official, employee or representative evaluating or considering the proposals, prior to the time of any award is prohibited unless at the explicit direction of the RFP Administrator and any such unauthorized communication may constitute grounds for rejection or elimination of a proposal from further consideration, at the sole discretion of the RFP Administrator.

However, for assistance related to filling out of the Targeted Business Enterprise forms or the certifying of Targeted Business Enterprise firms, proposers may contact the Certification Compliance Administrator at (414) 278-4747.

All respondents should use this written document, its attachments and any amendments as the sole basis for responding.

PROPOSER NOTIFICATION REQUIREMENT AND AMENDMENT ACKNOWLEDGEMENT

Should any proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the RFP's

Project Board on the Bonfire website; it is the responsibility of prospective vendors to check the website for any amendments prior to the RFP submission date. All amendments are acknowledged by your submission of the Sworn Statement of Proposer form. If the Proposer fails to monitor the web site for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted.

FIRM COMMITMENT, AVAILABILITY, PROPOSAL VALIDITY

Proposers shall maintain their availability of service and proposed price as set forth in their proposals. Proposers are expected to perform planning and implementation activities prior to commencement of a contract. MTS will not reimburse for these costs.

NON-INTEREST OF MTS EMPLOYEES AND OFFICIALS

No MTS or Milwaukee County official, employee or representative on the evaluation committee shall have any financial interest, either direct or indirect, in the proposal or contract or shall exercise any undue influence in the awarding of the contract.

No MTS or Milwaukee County employee, officer or agent shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved.

Milwaukee County Specific Requirements; No person(s) with a personal financial interest in the approval or denial of a contract or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.

CONTINUATION CLAUSE

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

ERRORS, OMISSIONS, MINOR IRREGULARITIES AND RETAINED RIGHTS

All information in this RFP, including any addenda, has been developed from the best available sources; however, MTS makes no representation, warranty or guarantee as to its accuracy. Should proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of a proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document. MTS reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Proposer an advantage or benefit not afforded by other Proposers. MTS may waive any requirements that are not material. MTS may make an award under the

RFP in whole or in part and change any scheduled dates. MTS reserves the right to use ideas presented in reply to this RFP notwithstanding selection or rejection of proposals. MTS reserves the right to make changes to and/or withdraw this RFP at any time.

PROPOSAL ACCEPTANCE, REJECTION, CANCELLATION, AND WITHDRAWAL

Each proposal is submitted with the understanding that it is subject to negotiation at the option of MTS. However, MTS reserves the right to make an award on the basis of the original proposal, without negotiation with any proposer. MTS reserves the right to negotiate with any proposer(s) within the scope of the RFP in the best interests of MTS. MTS may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation. MTS may use information obtained through site visits, management interviews and either MTS's investigation of a proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the proposer in response to a request for clarifying information in the course of evaluation and/or selection under this RFP.

Upon acceptance in writing by MTS of the final offer to furnish any and all of the services described herein, and upon receipt of any required federal, state and local government approvals, the parties shall promptly execute the final contract documents. The written contract shall bind the proposer to furnish and deliver all services as specified herein in accordance with conditions of said accepted proposal and this RFP as negotiated.

MTS reserves the right to accept or reject any and all proposals submitted or cancel this RFP in whole or in part if such acceptance, rejection, or cancellation is in the best interest of MTS. Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the proposer's authorized representative. After the proposal deadline, proposals may not be modified or withdrawn without the consent of MTS.

CONTRACT TERMS AND FUNDING

All proposers are notified that MTS reserves the right to delete or modify any task from the Scope of Services at any time during the course of the RFP process. All proposers are notified that contracts are contingent upon Federal, State, and local appropriations.

The Professional Service Contract ("PSC"), attached, substantially in the form contained herein, is expected to be agreed to by the Proposer as part of contract negotiations. Exceptions must be explicitly noted in the proposal using the checklist forms provided as an attachment in the RFP. Lack of exceptions listed on the checklist forms shall be considered acceptance of all of the terms and conditions as presented in this PSC. MTS may not accept any or all Proposer exceptions. Any final contract structure resulting from this RFP may be subject to negotiation and the required approvals MTS.

Continuance of the contract beyond the limits of funds available shall be contingent upon appropriations of the necessary funds and the termination of any contract resulting from this RFP by lack of appropriations shall be without penalty.

ALTERNATE PROPOSALS

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

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

INSURANCE REQUIREMENTS

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

All proposers must agree to the terms set forth on the “Insurance and Indemnity Acknowledgement Form” attached. This form outlines required insurance requirements for the Contractor related to this acquisition and the Proposer’s ability and commitment to provide.

EXCEPTIONS

Review the RFP in its entirety and indicate any exceptions you are taking to requirements defined in the RFP. If exceptions are taken beyond exceptions related to the PSC, note them on Attachment F by citing the paragraph involved and the exception taken. Alternative language is subject to negotiation and/or approval. Any and all exceptions must be stated in your proposal. MTS reserves the sole right to accept or reject any exceptions.

RESPONSIBLE CONTRACTOR POLICY

MTS recognizes that superior service requires service contractors hire well-trained and dedicated staff and to treat workers fairly and to abide by applicable labor laws, thus assuring the availability of a qualified staff and avoiding labor disruption and costly employee turnover. MTS supports the development of a healthy business environment. Therefore, MTS maintains the following requirement: Contractors shall abide by all applicable local, state and federal laws. Contractors shall at all times maintain safe and healthful working conditions and abide by all applicable wage and hour regulations and prohibitions against child labor. Contractors’ working conditions shall conform to the standards set by the Federal OSHA. Contractors shall, on request, provide to MTS a report on their compliance. MTS recognizes the right of an employee to self-organization and the right to form, join or assist labor organizations to bargain collectively through representatives of their own choosing, and to engage in lawful, concerted activities for the purpose of collective bargaining or other mutual aid or protection and, conversely, the right of such employees to refrain from any or all such activities. All proposers shall provide working conditions for services of a similar character in a similar locality in which the services are performed.

FALSE INFORMATION

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

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. Professional Services Contract
2. All documents related to this RFP.
3. Accepted Proposal of the successful contractor.

The order of precedence establishes that any conflict between the accepted offer and the Purchase of Service Contract (PSC) the PSC controls.

Preparing and Submitting a Proposal
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GENERAL INSTRUCTIONS

In an effort to ensure the most efficient and economical service, MTS utilizes Competitive Negotiation, or the Request for Proposal (RFP) process to procure professional services. This process bases the contract award on an evaluation of the Proposer’s work history, technical experience, ability, resources and other pertinent factors of the Proposer in conjunction with the total cost proposal.

Proposals must be manually signed by an officer of the firm and must be returned in a sealed envelope, with the return address and “Proposal No. MM-05-20” clearly marked on the outside, and mailed/delivered to:

**Milwaukee Transport Services, Inc.
1942 North 17th Street
Milwaukee, WI 53205
Room 104
Attn: Materials Management Department**

Proposals are due June 3rd, 2020, 2:00 p.m. Central Time. Late proposals will not be opened or accepted for evaluation. Any proposals received after the established due date and time at the place designated for receipt of proposals will be considered late, without exception. Faxed or emailed proposals will not be accepted. One proposal per vendor.

NOTE: The submittal must be full and complete without exception

INCURRED EXPENSES

MTS shall not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to execution of an agreement. This includes any legal fees for work performed or representation by proposer’s legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to final approval of a contract award.

DOCUMENT AND COPY INSTRUCTIONS

Include all pricing as a separate document clearly marked and sealed or clearly labeled as such - absolutely no pricing information should be included in the Technical Proposal portion. Respondents must use the pricing sheet included in this packet.

All other materials (“technical proposal”) please include one original (marked “original”) and five (5) hard copies (labeled “copy”) and one copy on a flash drive with all files clearly identified.

EVALUATION TEAM

1. The MTS evaluation committee will consist of five (5) persons who will review proposals submitted by all respondents.

2. MTS reserves the right to change the makeup of the committee based on personnel changes, availability, or special knowledge needed to help evaluate the proposals.
3. Respondents who submit a proposal may be required to make an oral presentation of their proposal to the MTS evaluation committee. Presentation will be scheduled through the MTS Materials Management Department and will be at the respondent's expense. Selected respondents will be given adequate notice of the date and time for preparation of presentation.

PRELIMINARY EVALUATION

Submitted proposals will be reviewed to determine if mandatory submission requirements are met. Failure to meet mandatory submission requirements will result in rejection of the proposal. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. The Proposer assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the objectives of the RFP.

EVALUATION AND SCORING CRITERIA

In awarding a contract, price is one factor to be considered, and the award is not required to be made to the lowest responsive, responsible offeror. Awards shall be made to the responsive, responsible firm whose proposal overall is the most advantageous to MTS. Such determination is the sole opinion of MTS.

Technical proposals will be evaluated by MCTS based on the following criteria:

CRITERIA	KEY FACTORS CONSIDERED	TOTAL POINTS
<i>Key Personnel</i>	<ul style="list-style-type: none"> • Overview and history of the company (including any Subcontractors or partners) including relevant past/present experience of a similar size and scope to this RFP • Overview of employees, roles and responsibilities, site assignments company (including any Subcontractors or partners) • Work history (including any Subcontractors or partners) • Roles and responsibilities 	30
<i>Approach and Experience</i>	<ul style="list-style-type: none"> • Approach to project management and deliver • Approach to service contract • Approach to safety • Approach to Quality Assurance • Approach to dealing with complaints 	30
<i>Overhead door Solution</i>	<ul style="list-style-type: none"> • Advantages (or disadvantages) • Installation process • Value added features • Suitable solution for the environment • Comparable applications for the solution 	40

Total		100
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TECHNICAL RESPONSE REQUIREMENTS

Technical proposals shall convey an understanding of the scope of services required. Technical proposals shall not contain any reference to price. Through its proposal, the proposer offers a solution to the objectives, problem, or need specified in the RFP, and defines how it intends to meet or exceed the RFP requirements.

Proposers should answer the following questions in a word document as their Technical Proposal. The proposer's responses will be used in the evaluation of the proposal.

Guidelines

- Responses should be brief and direct and address all subset questions. Please do not reference any pre-printed materials.
- Responses should reflect your programs, organization, and administrative systems as they currently exist.
- Any questions asking for statistics should be answered with actual, not anticipated or target statistics.
- Unless otherwise differentiated, the term "County" in this document refers to MTS and Milwaukee County, collectively, though separate entities.
- **The following items must be addressed in the following order to allow for a fair evaluation of the Firm qualifications and capabilities in accordance with the evaluation criteria:**

1. Cover Letter

- a. Identify the person to contact during this RFP process. Include, name, phone number and email address.
- b. A brief introduction of the Firm Team's Statement of Qualifications, noting at least: The Firm Team (identifying lead/prime firm and subcontracting firms); the Team's designated project manager along with key personnel
- c. brief note on the Team's directly relevant experience for this contract.
- d. List an authorized individual capable of committing the resources of the lead firm should sign the letter.

2. Key Personnel

- a. A concise summary of the Firm Team's organization, experience, qualifications, and responsibilities, highlighting the relevant experience of the proposed project manager and key support personnel.
- b. Resumes of key personnel and other individuals and subfirms (if any) proposed to perform services for the contract. Identify the tasks they would perform, their experience to perform these tasks, their personal credentials and certification to perform the work, and their related experience.
- c. Identify sub-firm(s) by firm name, address, and telephone number.
- d. Describe any past collaboration, including the responsibility of each team member(s),

and the project outcome.

3. Approach and Experience

- a. Provide a description of firm team's approach to effectively complete potential projects and service contracts. Provide a brief description of related projects and services of a similar size and scope.
- b. Note your team's specific areas of responsibility for each project and service contract cited. Describe the Quality Assurance and Quality Control methods, safety requirements, project management approach, and controls used on similar services/projects.
- c. Describe your process for dealing with complaints or issues.
- d. Provide experience with jobs of various sizes and scopes as well as experience with leading other subcontractors, including DBE's/TBE's to produce a quality outcome.

4. Solution

- a. Describe the door solution your firm is proposing.
- b. What are the advantages (or disadvantages) to the product?
- c. Please list any features you can provide and would recommend for the MTS environment.
- d. What is the process for installation? Are there any value-added features or components that you offer?
- e. What makes your solution a suitable product for the MTS environment?
- f. Please describe other properties where this solution has been deployed and what type of conditions they are operating in.

5. References

A minimum of three (3) references from whom the Firm has performed similar services and/or on-call contracts and whom MTS may contact for references regarding the Firm's past work and ability to meet project timelines.

Provide the following for each reference:

- Name of the client organization including address
- Primary client contact name, title of the individual responsible for monitoring the contract including, telephone number and e-mail address
- Description of work including size of project and the term of the contract
- Time period in which work was accomplished

COST RESPONSE

Do not adjust the pricing format. The cost figures shall be furnished on the price sheet(s) provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets(s) and the signature sheet.

One (1) original copy of the price sheet and signature sheet, plus one (1) copy on a thumb drive are required to be returned. Provide in a separate sealed envelope.

The price quoted should be inclusive of all labor markups, tags and any other charges. No hidden charges will be allowed, therefore a complete, disclosure of charges should be included within the

submitted bid. Any charges not disclosed on the bid would be the sole responsibility of the Contractor proposing the cost. MTS is tax exempt.

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

NEGOTIATIONS

This is a negotiated procurement. Negotiation is a procedure that includes the receipt of proposals from offerors, permits bargaining, and usually affords an opportunity to revise offers before award of a contract. Bargaining in the sense of discussion, persuasion, alteration of initial assumption and position and give-and-take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract.

INTENT TO AWARD

An Intent to Award will be issued and all proposers will be notified. In the event that a successful agreement cannot be executed, MTS reserves the right to proceed with contract negotiations with the other responsive, qualified bidders to provide service.

INFORMATION RELEASE

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

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

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

Any materials submitted by the applicant in response to this Request for Proposal that the applicant considers confidential and proprietary information and which proposer believes qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats, or material which can be kept confidential under the Wisconsin public record law, must be identified on the Designation of Confidential and Proprietary Information form (Attachment C – Proprietary Information Disclosure). If the proposer so designates any such information as confidential, it must upload a version of its proposal with all such identified information redacted (Attachment C-1). Confidential information must be labeled as such. Cost (pricing) always becomes public information and therefore cannot be kept confidential. Any other requests for confidentiality MUST be justified in writing on the form provided and included in the bid submitted. MTS has the sole right to determine whether designations made by a proposer qualify as trade secrets under the Wisconsin public records law.

Please note that all items listed below shall be submitted, clearly labeled and in the following order in section marked FORMS in your proposal. Please do not include any other forms with your proposal:

RFP Submittal Requirement	Verified Included in Submittal
A cover letter signed by an authorized officer of the Vendor stating contents of the proposal submission and agreement with the terms and conditions of the RFP	
Signature Sheet (one sided original)	
Five (5) hard copies and one (1) thumb drive of the Technical Response including a written acknowledgement of receipt of all documents related to this RFP (including addenda)	
Proposal Price Sheet(s) (one original and one electronic copy on a thumb drive, all in a separate sealed envelope with the DBE paperwork)	
Notarized TBE/DBE Utilization Forms –include one (1) copy with the price sheet(s)	
Signed EEO Certificate	
Signed Independent Contractor Form	
Signed Anti-Lobby Certificate	
Signed Debarment and Suspensions Form	
Signed False Claims Form	
Signed Conflict of Interest Form	
Signed Insurance and Indemnification Form	
Signed copies of all addenda released to our website at www.ridemcts.com	
Signed Proprietary Information Form	
Signed Exceptions Form	

The full proposal must be mailed to MTS, see the address on front page do not email the price sheet(s) back.

ATTACHMENT A: PROJECT PACKET

**Milwaukee Transport Services, Inc
Overhead Door Replacement Projects**

KK Tank House & Bus Storage Building
1710 S. Kinnickinnic Avenue
Milwaukee, WI 53204

Subject Overhead Doors



KK Tank House:
(4) 12'x16' OH doors;
(2) at each end of building

KK Bus Storage Building:
(1) damaged 12'x24'
OH door to be replaced



March 10, 2020



Milwaukee Transport Services, Inc – Overhead Door Replacement Project

KK Tank House

1710 S Kinnickinnic Avenue

Milwaukee, WI 53204

Scope Narrative

The following narrative outlines the scope of work and specifications required for this project:

General Scope of Work:

1. Remove (4) existing overhead doors including tracks, springs, and all appurtenances; replace with 12'x12' fast-acting, heavy-duty, rubber overhead coiling doors with vision lites
 - a. Size of doors shall be verified in field
2. Provide interior and exterior motion sensors with timer for closure (NO exterior loops due to existing trench drains to remain); exterior sensors shall be protected from the elements
3. Provide pull cord or chain in case of power failure
4. Coordinate existing 240v power with requirements for new doors; provide step-down transformer(s) as required
5. Provide line item ALTERNATE for removal and disposal of air curtains at each door; (4) total (see pricing sheet)
6. Provide protection at the bottom of doors (inside, outside, and at bottom edge) to prevent damage/entry from rodents
7. Design should incorporate protection from water and all interior and exterior elements, utilizing hood and motor covers and other protective measures, as well as locating components on the inside of the door, as opposed to the outside where they would be exposed to weather whenever possible.
8. Doors must have a padded bottom bar to reduce damage to the bus if it comes in contact with the door. The bottom bar shall extend the full operating width of the curtain. The bottom bar shall be constructed of two steel flat stock powder coated safety yellow bolted together and shall have a breakout section to reduce risk of damage during accidental impacts. Padded sides shall be secured to the outside of the flat stock to reduce damage upon impact.
9. No concealed or exposed torsion springs will be accepted. Any replacement doors must have a Springless Design and hood and motor covers are required

NOTES:

- All shipping and mobilization fees (including, but not limited to equipment rental and storage) shall be paid by the Contractor(s) and installers
- Contractor(s) shall be responsible for removal of all debris from job site

END OF NARRATIVE



AREA OF WORK:
 REPLACE (2) OVERHEAD
 DOORS AT EACH END OF
 TANK HOUSE BUILDING;
 (4) TOTAL

EXISTING TRENCH DRAINS
 TO REMAIN; PROTECT
 FROM DAMAGE DURING
 DOOR REPLACEMENT
 PROJECT



EXISTING LIGHTING AND
 OTHER COMPONENTS TO
 REMAIN

REMOVE DOORS AND ALL
 APPURTENANCES, COMPLETELY;
 PROVIDE FAST-ACTING RUBBER
 OVERHEAD DOORS w INTERIOR
 AND EXTERIOR MOTION SENSORS
 w TIMER FOR CLOSURE; EXTERIOR
 SENSORS SHALL BE PROTECTED
 FROM THE ELEMENTS; PROVIDE
 PULL CORD IN CASE OF A POWER
 FAILURE; PROVIDE VISION
 LITES; PROVIDE PROTECTION AT
 THE BOTTOM OF ALL DOORS
 (INSIDE, OUTSIDE AND AT BOTTOM
 EDGE) TO PREVENT DAMAGE FROM
 RODENTS;
 EXISTING OPENINGS ARE
 APPROXIMATELY 12'x16', TYPICAL

CONTEXT PHOTOS w SCOPE NOTES

NOT TO SCALE

a allume
 architects
 architecture • interior design • project management
 890 elm grove road, suite 100 • MILWAUKEE
 elm grove, WI 53122 • 262.826.4757

PROJECT DESCRIPTION:
OVERHEAD DOOR REPLACEMENT PROJECT
KK TANK HOUSE
 1710 S KINNICKONNIC AVENUE
 MILWAUKEE, WI 53204
MILWAUKEE TRANSPORT SERVICES, INC
 1842 NORTH 17TH STREET
 MILWAUKEE, WI 53208

DATE	MARCH 2, 2020
PROJECT NUMBER	2018114
SHEET NUMBER	P1
	1 OF 3



AREA OF WORK:
 REPLACE (2) OVERHEAD
 DOORS AT EACH END OF
 TANK HOUSE BUILDING;
 (4) TOTAL

EXISTING TRENCH DRAINS
 TO REMAIN; PROTECT
 FROM DAMAGE DURING
 DOOR REPLACEMENT
 PROJECT



EXISTING LIGHTING TO REMAIN

REMOVE DOORS AND ALL
 APPURTENANCES, COMPLETELY;
 PROVIDE FAST-ACTING RUBBER
 OVERHEAD DOORS w INTERIOR
 AND EXTERIOR MOTION SENSORS
 w TIMER FOR CLOSURE; EXTERIOR
 SENSORS SHALL BE PROTECTED
 FROM THE ELEMENTS; PROVIDE
 PULL CORD IN CASE OF A POWER
 FAILURE; PROVIDE VISION
 LITES; PROVIDE PROTECTION AT
 THE BOTTOM OF ALL DOORS
 (INSIDE, OUTSIDE AND AT BOTTOM
 EDGE) TO PREVENT DAMAGE FROM
 RODENTS;
 EXISTING OPENINGS ARE
 APPROXIMATELY 12'x16', TYPICAL

CONTEXT PHOTOS w SCOPE NOTES

NOT TO SCALE

a allume
 architects
 architecture • interior design • project management
 880 elm grove road, suite 100
 elm grove, wi 53122 262.435.4787

PROJECT DESCRIPTION:
OVERHEAD DOOR REPLACEMENT PROJECT
KK TANK HOUSE
 1710 S KINNICKINNIC AVENUE
 MILWAUKEE, WI 53204
MILWAUKEE TRANSPORT SERVICES, INC
 1042 NORTH 17TH STREET
 MILWAUKEE, WI 53208

DATE:	MARCH 2, 2021
PROJECT NUMBER:	2019114
DRAWING NUMBER:	P2
	2 OF 3



PROVIDE WEATHERSTRIPPING AT NEW DOORS PER MANUFACTURER'S RECOMMENDATIONS

COORDINATE POWER REQUIREMENTS FOR NEW DOORS w EXISTING 240v POWER; PROVIDE STEP-DOWN TRANSFORMER AS REQUIRED

EXISTING BOLLARDS TO REMAIN

NOTE:
PROVIDE LINE ITEM ALTERNATE TO REMOVE AIR CURTAIN AT EACH OH DOOR; (4) TOTAL

EXISTING CAMERAS AND OTHER COMPONENTS TO REMAIN, TYPICAL



CONTEXT PHOTOS w SCOPE NOTES

NOT TO SCALE

a allume
architects
architecture • interior design • project management
890 elm grove road, suite 100
elm grove, wi 53122 262.925.4787

PROJECT DESCRIPTION:
OVERHEAD DOOR REPLACEMENT PROJECT
KK TANK HOUSE
1710 S KINNICKINNIC AVENUE
MILWAUKEE, WI 53204
MILWAUKEE TRANSPORT SERVICES, INC
1842 NORTH 17TH STREET
MILWAUKEE, WI 53208

DATE: MARCH 2, 2020

PROJECT NUMBER: 2018114

DRAWING NUMBER:

P3

3 OF 3

Milwaukee Transport Services, Inc – Overhead Door Replacement Project

KK Bus Storage Building

1710 S Kinnickinnic Avenue

Milwaukee, WI 53204

Scope Narrative

The following narrative outlines the scope of work and specifications required for this project:

General Scope of Work:

1. Remove (1) existing damaged overhead door including tracks, springs, and all appurtenances; replace with 12'x24' fast-acting, heavy-duty, rubber overhead coiling door with vision lites
2. Provide interior and exterior motion sensors with timer for closure (NO exterior loop due to existing trench drain to remain); exterior sensor shall be protected from the elements
3. Provide pull cord or chain for manual function in case of power failure
4. Coordinate existing 480v power with requirements for new door; provide step-down transformer(s) as required
5. Provide line item ALTERNATE for removal and disposal of air curtain at subject door (see pricing sheet)
6. Provide protection at the bottom of door (inside, outside, and at bottom edge) to prevent damage/entry from rodents
7. Design should incorporate protection from water and all interior and exterior elements, utilizing hood and motor covers and other protective measures, as well as locating components on the inside of the door, as opposed to the outside where they would be exposed to weather whenever possible.
8. Doors must have a padded bottom bar to reduce damage to the bus if it comes in contact with the door. The bottom bar shall extend the full operating width of the curtain. The bottom bar shall be constructed of two steel flat stock powder coated safety yellow bolted together and shall have a breakout section to reduce risk of damage during accidental impacts. Padded sides shall be secured to the outside of the flat stock to reduce damage upon impact.
1. No concealed or exposed torsion springs will be accepted. Any replacement doors must have a Springless Design and hood and motor covers are required.

NOTES:

- All shipping and mobilization fees (including, but not limited to equipment rental and storage) shall be paid by the Contractor(s) and installers
- Contractor(s) shall be responsible for removal of all debris from job site

END OF NARRATIVE



AREA OF WORK:
 REPLACE (1) DAMAGED
 OVERHEAD DOOR;
 PROVIDE EXTERIOR
 MOUNTED SENSOR ABOVE
 DOOR IN LIEU OF LOOP
 BELOW SLAB

EXISTING TRENCH DRAIN
 TO REMAIN; PROTECT
 FROM DAMAGE DURING
 DOOR REPLACEMENT
 PROJECT



EXISTING LIGHTING AND
 BUILDING STRUCTURE
 TO REMAIN

PROTECT EXISTING SPRINKLER
 SYSTEM FROM DAMAGE
 DURING CONSTRUCTION

REMOVE DOORS AND ALL
 APPURTENANCES, COMPLETELY;
 PROVIDE FAST-ACTING RUBBER
 OVERHEAD DOORS w INTERIOR
 AND EXTERIOR MOTION SENSORS
 w TIMER FOR CLOSURE;
 EXTERIOR SENSORS SHALL BE
 PROTECTED FROM THE
 ELEMENTS; PROVIDE PULL CORD
 IN CASE OF A POWER FAILURE;
 PROVIDE VISION LITES; PROVIDE
 PROTECTION AT THE BOTTOM
 OF ALL DOORS (INSIDE, OUTSIDE
 AND AT BOTTOM EDGE) TO
 PREVENT DAMAGE FROM
 RODENTS;
 EXISTING OPENING IS
 APPROXIMATELY 12'x24'

CONTEXT PHOTOS w SCOPE NOTES

NOT TO SCALE



architects • interior design • project management
 890 elm grove road, suite 106
 elm grove, wi 53122 262.829.4767

PROJECT DESCRIPTION:
OVERHEAD DOOR REPLACEMENT PROJECT
KK BUS STORAGE BUILDING
 1710 S KINNICKINNIC AVENUE
 MILWAUKEE, WI 53204
MILWAUKEE TRANSPORT SERVICES, INC
 1042 NORTH 17TH STREET
 MILWAUKEE, WI 53208

DATE: MARCH 2, 2020

PROJECT NUMBER:
 2019114

REVISION NUMBER:

P1

1 OF 1

SIGNATURE SHEET

CASH DISCOUNT:

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

DELIVERY:

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

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

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

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

Date: _____

Submitted by: _____

Name of firm: _____

Address of firm: _____

Signed per: (manual signature required) _____

Print name: _____

Title: _____ Email: _____

TELEPHONE: _____ FAX: _____

High-Speed Rubberized Overhead Door Replacement and Services Price Sheet.

Labor/Personnel				
<i>Must include individual line item for all anticipated roles/trades/workers</i>	Cost per hour fully loaded	Cost per hour fully loaded written	Number of Hours	Total Cost
Demolition				0
Installer				0
Electrician				0
Other, etc.... (list what other includes)				0
Subtotal:	0		0	0
Materials/Equipment				
<i>Must include individual line item for all anticipated materials and equipment</i>	Cost per item		Quantity	Total Cost
Doors				0
Controllers				0
Other, etc.... (list what other includes)				0
Subtotal:	0		0	0
Other Expenses				
<i>Must include individual line item for all anticipated expenses</i>	Cost per item		Quantity	Total Cost
Material storage				0
Transportation				0
Dumpsters				0
Insurance				0
Other, etc.... (list what other includes)				0
Subtotal:	0		0	0
Total Cost:	0		0	0

VENDOR NAME: _____



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
CERTIFICATE OF GOOD FAITH EFFORTS TBE**

Completion of this form is required for all bidders who have not achieved the participation goal. Submission of a complete form is a matter of responsiveness to this bid. Completion of all three pages attached is required.

Certificate of Good Faith Efforts

Guidance on completing these documents.

This guidance and information is provided to assist bidders in compliance with the provisions under all Milwaukee County Ordinances (MCTE) pertaining to the implementation of the target business enterprise program. Like all guidance material, these questions and answers are not, in themselves, legally binding or mandatory, and do not constitute regulations. They are issued to provide an acceptable means, but not the only means, of compliance with regulations and laws. The Milwaukee County CBDP program can be reviewed in more detail at: <http://county.milwaukee.gov/cbdp> including links to relevant regulations.

When Milwaukee County assigns a participation goal, you will make good faith efforts to meet this goal prior to submitting a bid or proposal in order to be responsive. If you haven't met the goal, you can document adequate good faith efforts toward that end. This means that you must show that you took all necessary and reasonable steps to achieve the participation goal. The County will make a fair and reasonable judgment as to whether you made adequate good faith efforts according to the following guidelines. It is important to consider the quality, quantity, and intensity of the different kinds of efforts that were made. These efforts should be those that one could reasonably expect you to take if you were actively and aggressively trying to obtain participation sufficient to meet the participation goal. Going through the motions by making phone calls to firms that you think should qualify is not good faith efforts to meet the project requirements. The County's determination concerning the sufficiency of your good faith efforts is a judgment call and meeting quantitative formulas is not required. The following is a list of types of actions the County considers as part of your good faith efforts. This isn't a mandatory checklist, nor is it all-inclusive. Other factors or types of efforts may be relevant in appropriate cases, see regulations for more information.



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS
CERTIFICATE OF GOOD FAITH EFFORTS TBE**

Certificate of Good Faith Efforts
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This document is required to detail what your firm has done to meet this project's participation goal if the participation you have attained is less than the goal set for this project. Guidance as to acceptable 'good faith efforts' is found on the Guidance page of this spreadsheet. Failure to use and properly document good faith efforts to meet the assigned participation goal will result in the rejection of your bid/proposal. By submitting this document, you hereby acknowledge that I am authorized as the representative for the bidder/proposer on the following Milwaukee County Project and that we have provided documented proof of our good faith efforts to solicit, negotiate with and utilize certified firms to meet the participation goal of this contract as demonstrated by my response to the questions contained in this fully completed set of documents.

Prime Contractor Firm Name and Address	Authorized Representative	Email Address	Telephone Number	Other Contact Info	Is the Prime a TBE?

Project Number	Bid Number	Project Title	Total Contract Amount	DBE Total Project Percentage	
				Goal	Pledged

<p>Provide a brief summary of why your firm is unable to meet the participation goal on this project.</p>



COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS TBE

Contractible Work Items

You are required to determine portions of work to be contracted in a manner that will increase the likelihood of meeting the participation goal set for this project. In selecting work to be contracted, you must consider, where appropriate, breaking down scoped into economically feasible units to facilitate TBE participation. To assist in these efforts and to provide consistent definitions, use NAICS codes (<http://www.census.gov/eos/www/naics/>) to identify each category of work you determine is feasible for participation. TBE firms are registered by NAICS code and firms available for participation may be found in the directories listed on the second page of the TBE-14 form which is included in the bid or RFP documents.

NAICS codes (Required)	Description of work	Estimated Dollar Value (Required)	Was this work made available to DBE Firms? If no, explain why.	Explanation



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 project's 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, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
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. TBE Prime self-performance may be counted to achieve the goal.

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 firm. 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 sub(s) are unable to 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.

TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

Community Business Development Partners (CBDP) is responsible for monitoring and enforcing the Milwaukee County Target Enterprise (MCTE) Ordinance for inclusion of small business. Target firms include DBE firms certified under the Wisconsin Unified Certification Program following Federal regulations, WBE and MBE certifications from the State of Wisconsin DOA, SBE firms certified by Milwaukee County, and SBE firms meeting SBA size standards and listed in the SAM directory.

Targeted Business Enterprise (TBE) participation goal for this RFP is 17%. To be considered for this project, you must submit a *Subcontractor/Sub-consultant/Supplier Information Sheet* (TBE-02) with your Proposal listing all sub-consultants as well as signed *Commitment to Contract with TBE* (TBE-14) forms, one for each of the TBE firms included to meet participation. TBE-14 form(s) must identify (1) the TBE firm by name and address, (2) the scope of service(s) to be provided, (3) the dollar amount and (4) the percentage. The form is first completed and signed by the Prime, then forwarded to the TBE sub-consultant for signature in the affirmation section. Signatures must occur in the proper date order sequence, or the form may be considered non-responsive. CBDP is entitled to reject your Proposal for improperly completed forms. If you are not able to meet the goal, you must submit the TBE-01 Good Faith Effort for your proposal to be considered responsive.

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

Following are the links to Directories for firms eligible for credit:

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

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

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

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

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

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

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

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

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

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

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

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov

EEOC COMPLIANCE

2018 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

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

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

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

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

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

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

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

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

Non-Segregated Facilities (41 CFR 60-1.8)

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

Subcontractors

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

Reporting Requirement

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

Affirmative Action Plan

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

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

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

Employees

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

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

Executed this _____ day of _____, 2018

Firm Name: _____

Address: _____

Representative: _____

(Signature/Title)

INDEPENDENT CONTRACTOR INFORMATION

(For Professional Services Contract Only)

As per 1995 Wisconsin Act 118, amending Wisconsin Statute 108.02(12)b; comprehensive revisions to the Wisconsin Unemployment Compensation Act includes a new definition for "independent contractor", which became effective on January 4, 1996.

1. Are you a Corporation? YES NO

If yes, in what state: _____

If no:

2. Federal Employer Identification Number: _____

If no number issued, date of application _____, or Social Security Number: _____

3. Year of last business or self-employment tax return: _____

Firm Name

Signature of Authorized Owner/Agent

Printed name and title of Authorized Owner/Agent

Date

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

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

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

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

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

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

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Company: _____

False Claims Act Form

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

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

Date: _____

Submitted by: _____

Name of firm: _____

Address of firm: _____

Signed per: (manual signature required) _____

Print name: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

CONFLICT OF INTEREST STIPULATION

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

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

YES _____

NO _____

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

Name _____

County Position _____

Business Relationship _____

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

Printed Name _____

Authorized Signature _____

Title _____

Date _____

Insurance and Indemnity

Acknowledgement Form

Contractor must at the time of the contract award provide to MTS proof of all Liability clauses listed below:

Indemnity:

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, MTS and its agents, officers and employee, from and against all loss or expenses including cost and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contactor, or its (their) agent(s) which may arise out of or are connected with the activities covered by this agreement.

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 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	\$1,000,000 Per Accident

Bodily Injury and Property Damage
All Autos

Professional Liability	\$1,000,000 Per Occurrence
Refer to Additional Provision A.1.	\$3,000,000 Aggregate

Umbrella Liability	\$5,000,000 Per Occurrence
Policy will follow form to underlying Employer's, General, and Automobile Liability policies	\$5,000,000 Aggregate

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

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 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 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.

The undersigned certifies and represents an understanding of MTS'S Insurance and Indemnification requirements. The undersigned acknowledges that MTS is, in part, relying on the information contained in this Proposal document in order to evaluate and compare the response to the RFP.

Contractor's Name

Title

Signature

Date

PROPRIETARY INFORMATION DISCLOSURE FORM

The attached material submitted in response to the Request for Proposal includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 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.

Prices always become public information and therefore cannot be kept confidential.

Other information 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.

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 HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

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

Company Name _____

Authorized Representative _____

Signature _____

Authorized Representative _____

Type or Print Date _____

PROFESSIONAL SERVICE CONTRACT

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

1. SCOPE OF SERVICES.

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

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

2. STAFFING.

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

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

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

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

3. DATES OF PERFORMANCE.

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

4. COMPENSATION.

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

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

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

Invoices should be sent to: accountspayable@mcts.org

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

5. MISSION CRITICAL CONTRACT.

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

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

6. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of MTS Therefore, any reports, information and data, given to

or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of MTS.

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

7. RIGHTS OF ACCESS AND AUDIT.

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

8. AFFIRMATIVE ACTION.

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

9. TARGETED BUSINESS ENTERPRISES.

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

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

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual

assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. A violation of this provision shall be sufficient cause for MTS to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

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

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

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

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

11. INDEMNITY.

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

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

12. INSURANCE.

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as

required and approved by MTS. Acceptable proof of such coverage shall be furnished to MTS prior to commencement of activities under this agreement. A Certificate of Insurance including declarations page, shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by MTS, in the minimum amounts specified below.

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

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

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

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

A.1. Professional Liability – Additional Provision.

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

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

13. PERMITS, TAXES, LICENSES.

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

14. TERMINATION BY CONTRACTOR.

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

15. TERMINATION BY MTS FOR VIOLATIONS BY CONTRACTOR.

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

16. UNRESTRICTED RIGHT OF TERMINATION BY MTS.

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

17. CONTINUITY OF SERVICE.

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

- a. Furnish phase-in, phase-out services for up to 30 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to MTS approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- b. Contractor shall allow as many personnel as practicable to remain on the job to help the

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

18. INDEPENDENT CONTRACTOR.

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

19. SUBCONTRACTS.

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

20. ASSIGNMENT LIMITATION.

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

21. PROHIBITED PRACTICES.

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

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

22. PUBLIC RECORDS.

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

MTS harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by MTS in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this agreement.

23. TAXES.

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

24. NON-CONVICTION FOR BRIBERY.

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

25. CONFIDENTIALITY.

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

26. NOTICES.

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

To Contractor:

Attn.:
Address:

To MTS:

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

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

27. MISCELLANEOUS.

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

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

28. LIQUIDATED DAMAGES

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

29. FEDERAL LAWS, REGULATIONS, AND REQUIREMENTS.

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

30. COUNTERPARTS.

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

31. AUTHORIZATION.

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

CONTRACTOR

By: _____ Date: _____
Signed

Name Printed Title

Milwaukee Transport Services, Inc

By: _____ Date: _____
Signed

Name Printed Title