

# MILWAUKEE TRANSPORT SERVICES

1942 NORTH 17<sup>TH</sup> STREET

MILWAUKEE, WI 53205

(website: [www.ridemcts.com](http://www.ridemcts.com))

**Director of Materials Management: Stephanie Baker**

## REQUEST FOR PROPOSAL NO: MM-07-20

**DATE: June 4, 2020**

Milwaukee Transport Services, Inc., (MTS), operator of the Milwaukee County Transit System (MCTS) is seeking proposals from experienced, qualified vendors to provide Security Integration Services (including troubleshooting, specification writing, repairs) for the Milwaukee County Transit System. Proposals will be accepted through:

**2:00 P.M. CST – July 9, 2020**

Proposals shall be manually signed by an officer of the firm and shall be returned in a sealed envelope, with the return address and "Proposal No. MM-07-20" clearly marked on the outside, and mailed/delivered to:

Milwaukee Transport Services, Inc.  
1942 North 17th Street  
Milwaukee, WI 53205

Attn: Materials Management Department

Late proposals will not be opened or accepted for evaluation. Any proposals received after the established due date and time at the place designated for receipt of proposals is late, without exception. Faxed or emailed proposals will not be accepted. One proposal per vendor.

The proposal shall include the offer to provide the Transit Security Services as specified, based on the vendor's professional experience in the marketplace. The proposal should 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.

### **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. The Consumer Price Index (CPI) as a cap or ceiling to ensure reasonableness with thirty (30) days written notice. The U.S. Department of Labor, Bureau of Labor Statistics shall be used to determine price reasonableness. The group or category used will be "Chicago All Items, 1982-1984=100-CUURA207SA0", not seasonally adjusted. This may be found on "www.bls.gov" web site.

- Year 1 – September 1, 2020 through August 31, 2021
- Year 2 – September 1, 2021 through August 31, 2022
- Year 3 - September 1. 2022 through August 31, 2023
- Option Year 4 - September 1, 2023 through August 31, 2024
- Option Year 5 – September 1, 2024 through August 31, 2025

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. The locations of the services are as follows:

All documents are posted on our website at [www.ridemcts.com](http://www.ridemcts.com)

**Contract Type:** Firm fixed rates for years one through three.

### **RFP documents and addenda**

No changes will be allowed to the RFP documents unless confirmed in writing by MTS, Inc. All questions regarding this RFP shall be in writing and may be submitted via email by the close of business on **June 19, 2020** to the Purchasing Agent [sbaker@mcts.org](mailto:sbaker@mcts.org)

### **DBE Goal**

This project has a Disadvantaged Business Enterprise (DBE) goal of **17%**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. Milwaukee County is entitled to reject your Bid/Proposal for failing to identify this information for each DBE.

\*\*DBE-01 form(s) must fully be complete 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](mailto: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 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-bus/civil-rights/dbe/certified-firms.aspx>

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

**Pre-Proposal Meeting:**

Due to Covid-19 MTS will do a virtual walk through of all buildings. To provide accurate information those interested will have to email the buyer listed here so that a link can be provided for the virtual walk through. This pre-proposal virtual meeting will be held on **Tuesday June 16, 2020 starting at 8:30**. It is required that you notify [sbaker@mcts.org](mailto:sbaker@mcts.org) by close of business the Friday before if you intend to attend the virtual walk-through. This will only be offered once during this time.

The question deadline for this RFP is **June 19, 2020** close of business. Email all questions to [sbaker@mcts.org](mailto:sbaker@mcts.org) by the question deadline. Questions responded to during the virtual walk through are not official answers and must be asked in writing.

**Questions:**

All questions regarding the RFP and requirements must be submitted in writing to [sbaker@mcts.org](mailto:sbaker@mcts.org) by close of business on **June 19, 2020**. All questions will be answered as addendum and posted to the MTS website. Addendum are required return documents with the proposal package. Discussion during the walk through are not official answers, again all questions must be submitted in writing.

**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.

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

**Waiver of Informalities:** In its sole discretion, MTS may waive informalities and minor irregularities in proposals received.

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

**Alternate Proposals**

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

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

**Order of Precedence:**

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

1. Purchase of Services Agreement
2. The MTS Purchase Order
3. All documents related to this RFP MM-07-20
4. Accepted Proposal of the successful contractor.

The order of precedence establishes that any conflict between the accepted offer and the Purchase Order and/or RFP Documents, the Purchase Order and/or RFP Documents take precedence and control.

**Funds**

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

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

**County Rights of Access and Audit**

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

**Continuation Clause:**

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

**Written Change Orders**

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

**Protests and Appeals Policy for Requests for Proposal:**

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

**A. Prior to RFP closing -due date:**

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

2. The Director of Materials Management shall review protests and if modification is necessary, prior to the RFP closing date shall be extended and addenda containing the changes shall be sent to each vendor. If the modification is rejected, the protestor shall be notified. The decision of the Director of Materials Management is final.

**B. After RFP closing date:**

1. Protests concerning irregularities on RFP procedures or compliance by vendors with bid documents shall be received by the Director of Materials Management within seventy-two (72) hours after time of the RFP close date.

2. When the RFP is awarded, all vendors shall be notified in writing by e mail, or by fax machine transmission of the proposed award. Protest to the award must be delivered to the Director of Materials Management within seventy-two (72) hours after receipt of notice. A copy of the sent email transmission shall be conclusive proof of the time and date of receipt by a vendor.

3. A protest under either (B.1.) or (B.2.) above must be in writing and state the reason for it. The Director of Materials Management shall review the protest and notify the protestor of a decision in writing via email or via certified mail return receipt requested, within five (5) days. No contract shall be awarded while a protest is pending. A protest that is untimely or fails to clearly state the reason for it or shall have been made prior to bid opening is invalid. The decision of the Director of Materials Management disqualifying the protest for these reasons is final and cannot be appealed. A copy of the sent email shall be conclusive proof of the time and date of receipt by a vendor.

**C. Appeals to the Purchasing Appeals Committee:**

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

2. Written appeals to the Purchasing Appeals Committee shall be addressed as follows:

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

3. The request shall state the grounds upon which the protest is based and shall request an appeal hearing. No contract shall be awarded until the final disposition of the protest.

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

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

#### **Code of Ethics**

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

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

This provision does not apply to those items covered by Section 9.15 unless an acceptance by an elected official would conflict with this section. The language in Section 9.05(2)(l) shall be included in all Request for Proposals (RFP) and bid documents.

#### **Davis Bacon Act**

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government." 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). 'Construction,' for purposes of the Acts, includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts' requirements are satisfied.

**Non-Discrimination**

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

**Schedule:**

MTS has established the following anticipated schedule for request for proposal.

<b>RFP Dates</b>	<b>Dates</b>
Issue RFP	June 4, 2020
Pre-proposal virtual walk through	June 16, 2020 starts at 8:30 a.m.
Deadline for Questions	June 19, 2020 close of business
Proposals Due	July 9, 2020 2:00 PM CST
Interviews/Presentations (if necessary)	As needed

**Technical Response Requirements (See scope of work Section 7 for detail of each criteria)**

Provide information in this order

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Knowledge, ability, experience, and availability of firm and sub-consultants to perform the services.	25
Qualifications, knowledge and expertise of key staff identified in the proposal.	25
Previous work experience, including references, on-call contract work.	25
Firm’s approach to quality control, project management and product delivery.	15
Certifications	10

**Method of Award**

**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.

**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.

In addition to the Technical response, the price proposal will also be considered in determining the best offer/value. When determining the best offer/value, price will have approximately equal value to the Technical response. After technical scores are complete, price will be evaluated alongside technical merit in a tradeoff fashion to choose the proposal that represents the best value to MCTS.

The Company intends to award a contract to the qualified vendor who submits a responsive and responsible proposal that offers MTS the best value. Ranking will be based on a maximum of 100 points, weighted as indicated on the below table.

**Cost Response:**

The cost response should be provided in a separate sealed envelope with the DBE paperwork.

Do not adjust the Excel 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 USB drive are required to be returned. Provide both in a separate sealed envelope.

The price quoted should fully loaded (overhead and margin). 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.

**Enclosures:**

1. Request for Proposal MM-07-20
2. Scope of Services TSP-01-20
3. Purchase of Services Agreement
4. DBE Utilization Specifications and Forms
5. DHS Terms & Conditions
6. FTA Terms & Conditions by reference

**Return only these forms with RFP Response Package**

On the USB drive save each document as a separate document. Note that all items listed below shall be submitted, clearly labeled and in the following order in your proposal:	
RFP Submittal Requirement	Verified Included in Submittal
<u>Signature Sheet</u> (one sided original)	
<u>Technical Response</u> -One (1) Original hard copy and one copy (1) on a USB drive of the <b>including</b> a written acknowledgement of receipt of all documents related to this RFP.	
<u>Certifications</u> - One (1) Original hard copy and one copy (1) on a USB of the certifications listed in 7F on the Scope of Services	
<u>Proposal Price Sheet(s)</u> (1) one printed copy and (1) one electronic copy on the USB drive, these items must be in a separate sealed envelope with the DBE paperwork	
One (1) hard copy of the <u>DBE paperwork</u> in a separate sealed envelope with the price pages and one (1) copy on a USB drive	
One original signed <u>EEO Certificate</u> and one (1) copy of the USB drive	
<u>Independent Contractor Form</u> (1) original and one (1) copy on the USB drive	
Completed <u>Bidders List form</u> (1) original and one (1) copy on the USB drive	
Completed <u>Debarment form</u> (1) original and one (1) copy on the USB drive	
Completed <u>Confidential Information form</u> (1) original and one copy on the USB drive	
<u>Conflict of Interest Form</u> (1) original and one (1) copy on the USB drive	
Signed copies of <u>all addenda</u> released to our website at <a href="http://www.ridemcts.com">www.ridemcts.com</a>	
List of any <u>Deviations</u> (1) original and one (1) copy on the USB drive	
One (1) copy of the Completed <u>Anti-lobby</u> form and one (1) on the USB drive	

**PROPOSAL PRICE SHEETS**

RFP MM-07-20 Security Integrator

Vendor Name: \_\_\_\_\_

Vendor email contact: \_\_\_\_\_

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

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

Pricing Type 1				
Labor Type	Vendor Labor Type	Mark Prime or Sub-contractor	Hourly Labor Bill Rate	Overhead on labor rate in \$
Installer type 1				
Installer type 2				
Installer type 3				
Technician type 1				
Technician type 2				
Technician type 3				
Electrician				
Electrician				
Electrician				
Software/Programmer 1				
Software/Programmer 2				
Software/Programmer 3				
Engineer type 1				
Engineer type 2				
Engineer type 3				
Maintenance/Cleaning type 1				
Maintenance/Cleaning type 2				
Maintenance/Cleaning type 3				

Vendor Name: \_\_\_\_\_

Pricing Type 2				
Labor Type	Vendor Labor Type	Mark Prime or Subcontractor	Hourly Labor Bill Rate	Overhead on labor rate in \$
CCTV Installer				
Access Control Installer				
Intrusion Installer				
CCTV Technician				
Access Control Technician				
Intrusion Technician				
CCTV Electrician				
Access Electrician				
Intrusion Electrician				
CCTV Software/Programmer				
Access Software/Programmer				
Intrusion Software/Programmer				
CCTV Engineer				
Access Control Engineer				
Intrusion Engineer				
CCTV Maintenance/Cleaning				
Access Control Locksmith				
Intrusion Detection Monitoring				

**Trip or travel charges will not be allowed**

**List prices for Fixed equipment rental costs (Lifts, trenching etc...)**

Item	
Rental cost per day	
Item	
Rental cost per day	
Item	
Rental cost per day	
Item	
Rental cost per day	
Item	
Rental cost per day	

Vendor Margin on projects as %

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

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

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

**Firm Address:** \_\_\_\_\_

\_\_\_\_\_

**Firm Phone** (\_\_\_\_) \_\_\_\_\_ **Firm Email Address** \_\_\_\_\_

**Firm Fax:** (\_\_\_\_) \_\_\_\_\_

**General Classification of Firm by Quantity of Employees:**

\_\_\_\_ Less than 10                      \_\_\_\_ 11-50                      \_\_\_\_ 51-100                      \_\_\_\_ 101-500

\_\_\_\_ 501-1000                      \_\_\_\_ 1001-5000                      \_\_\_\_ More than 5000

**General Classification of Firm in Age of Existence:**

\_\_\_\_ 0-5 years                      \_\_\_\_ 6-10 years                      \_\_\_\_ 11-50 years                      \_\_\_\_ Over 50 years

**General Classification by Type:**

\_\_\_\_ Firm is a Small Business                      \_\_\_\_ Firm is a Certified DBE

\_\_\_\_ Firm is a Certified WBE                      \_\_\_\_ Firm is not one of the above

**General Classification by Annual Gross Income:**

\_\_\_\_ The approximate annual gross income for this firm is less than \$100,000

\_\_\_\_ The approximate annual gross income for this firm is \$100,000 - \$250,000

\_\_\_\_ The approximate annual gross income for this firm is \$250,001 - \$500,000

\_\_\_\_ The approximate annual gross income for this firm is \$500,000 - \$1M

\_\_\_\_ The approximate annual gross income for this firm is \$1M - \$5M

\_\_\_\_ The approximate annual gross income for this firm is greater than \$5M

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

**DESIGNATION OF  
CONFIDENTIAL AND PROPRIETARY  
INFORMATION**

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

We request that the following pages not be released:

Section	Page #	Topic
_____		
_____		
_____		
_____		

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

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

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

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Name-Authorized Representation \_\_\_\_\_ Company Name \_\_\_\_\_

---

Signature-Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

## Conflict of Interest Statement

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

Conflict of Interest: A situation in which a person or organization is involved in multiple interests (financial, emotional, or otherwise) one of which could corrupt the motivation of the person or organization.

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

Authorized Name \_\_\_\_\_ Title: \_\_\_\_\_

Name of Consultant Assigned: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

49 CFR PART 20-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(To be submitted with each bid or offer exceeding \$100,000)*

*Certificate Regarding Lobbying*

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name of Contractor's Authorized Official

\_\_\_\_\_ Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**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.

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: \_\_\_\_\_

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

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE**

**FOR**

**MILWAUKEE COUNTY CONTRACTS**

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

**Non-Discrimination**

**VENDOR** certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or disability, which includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

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

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

**Affirmative Action Program**

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

**Non-Segregated Facilities**

**VENDOR** certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to

perform their services at any location under its control where segregated facilities are maintained.

**Subcontractors**

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

**Reporting Requirements**

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

**Affirmative Action Plan**

**VENDOR** certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current affirmative action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs, or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County - City Campus, 9<sup>th</sup> Floor, 2711 W. Wells Street, Milwaukee, Wisconsin 53208. If a current plan has been filed, indicate where filed \_\_\_\_\_ and the year covered \_\_\_\_\_. Please provide proof of your AA Plan approval.

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

**Employees**

**VENDOR** certifies that it has \_\_\_\_\_ employees in the Standard Metropolitan Statistical \_\_\_\_\_  
(No. of Employees)

Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and \_\_\_\_\_ employees in total. \_\_\_\_\_  
(Total No. of Employees)

**Compliance**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by:

FirmName: \_\_\_\_\_

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

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

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

(Title)

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

By \_\_\_\_\_

(Signature)

# 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

### Insurance Minimums

**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.

# MCTS NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, an individual official, employee, consultant, or subcontractor of or to \_\_\_\_\_ (the Authorized Entity), intending to be legally bound, hereby consent to the terms in this Agreement in consideration of my being granted conditional access to certain information, specified below, that is owned by, produced by, or in the possession of the Milwaukee County Government.

(Signer will acknowledge the category or categories of information that he or she may have access to, and the signer’s willingness to comply with the standards for protection by placing his or her initials in front of the applicable category or categories.)

Initials:	<b>Sensitive Security Information (SSI)</b>
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I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of SSI information as cited in this Agreement and in accordance with 49 CFR Part 1520, “Protection of Sensitive Security Information,” “Policies and Procedures for Safeguarding and Control of SSI,” as amended, and any supplementary guidance issued by an authorized official of the Department of Homeland Security.

Initials:	<b>Other Sensitive but Unclassified (SBU)</b>
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As used in this Agreement, sensitive but unclassified information is an over-arching term that covers any information, not otherwise indicated above, which the loss of, misuse of, or unauthorized access to or modification of could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. This includes information categorized by DHS or other government agencies as: For Official Use Only (FOUO); Official Use Only (OUO); Sensitive Homeland Security Information (SHSI); Limited Official Use (LOU); Law Enforcement Sensitive (LES); Safeguarding Information (SGI); Unclassified Controlled Nuclear Information (UCNI); and any other identifier used by other government agencies to categorize information as sensitive but unclassified.

I attest that I am familiar with, and I will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand and agree to the following terms and conditions of my access to the information indicated above:

1. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of information to which I have been provided conditional access, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
2. By being granted conditional access to the information indicated above, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and the laws, regulations, and directives applicable to the specific categories of information to which I am granted access.
3. I attest that I understand my responsibilities and that I am familiar with and will comply with the standards for protecting such information that I may have access to in accordance with the terms of this Agreement and the laws, regulations, and/or directives applicable to the specific categories of information to which I am granted access. I understand that the United States Government may conduct inspections, at any time or place, for the purpose of ensuring compliance with the conditions for access, dissemination, handling and safeguarding information under this Agreement.

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4. I will not disclose or release any information provided to me pursuant to this Agreement without proper authority or authorization. Should situations arise that warrant the disclosure or release of such information I will do so only under approved circumstances and in accordance with the laws, regulations, or directives applicable to the specific categories of information. I will honor and comply with any and all dissemination restrictions cited or verbally relayed to me by the proper authority.

5. (a) For PCII - (1) Upon the completion of my engagement as an employee, consultant, or subcontractor under the contract, or the completion of my work on the PCII Program, whichever occurs first, I will surrender promptly to the PCII Program Manager or his designee, or to the appropriate PCII officer, PCII of any type whatsoever that is in my possession.

(2) If the Authorized Entity is a United States Government contractor performing services in support of the PCII Program, I will not request, obtain, maintain, or use PCII unless the PCII Program Manager or Program Manager's designee has first made in writing, with respect to the contractor, the certification as provided for in Section 29.8(c) of the implementing regulations to the CII Act, as amended.

(b) For SSI and SBU - I hereby agree that material which I have in my possession and containing information covered by this Agreement, will be handled and safeguarded in a manner that affords sufficient protection to prevent the unauthorized disclosure of or inadvertent access to such information, consistent with the laws, regulations, or directives applicable to the specific categories of information. I agree that I shall return all information to which I have had access or which is in my possession 1) upon demand by an authorized individual; and/or 2) upon the conclusion of my duties, association, or support to DHS; and/or 3) upon the determination that my official duties do not require further access to such information.

6. I hereby agree that I will not alter or remove markings, which indicate a category of information or require specific handling instructions, from any material I may come in contact with, in the case of SSI or SBU, unless such alteration or removal is consistent with the requirements set forth in the laws, regulations, or directives applicable to the specific category of information or, in the case of PCII, unless such alteration or removal is authorized by the PCII Program Manager or the PCII Program Manager's designee. I agree that if I use information from a sensitive document or other medium, I will carry forward any markings or other required restrictions to derivative products, and will protect them in the same matter as the original.

7. I hereby agree that I shall promptly report to the appropriate official, in accordance with the guidance issued for the applicable category of information, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, I have knowledge of and whether or not I am personally involved. I also understand that my anonymity will be kept to the extent possible when reporting security violations.

8. If I violate the terms and conditions of this Agreement, such violation may result in the cancellation of my conditional access to the information covered by this Agreement. This may serve as a basis for denying me conditional access to other types of information, to include classified national security information.

9. (a) With respect to SSI and SBU, I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of the information not consistent with the terms of this Agreement.

(b) With respect to PCII I hereby assign to the entity owning the PCII and the United States Government, all royalties, remunerations, and emoluments that have resulted, will result, or may result from any disclosure, publication, or revelation of PCII not consistent with the terms of this Agreement.

10. This Agreement is made and intended for the benefit of the United States Government and may be enforced by the United States Government or the Authorized Entity. By granting me conditional access to information in this context, the United States Government and, with respect to PCII, the Authorized Entity, may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. I understand that if I violate the terms and conditions of this Agreement, I could be subjected to administrative, disciplinary, civil, or criminal action, as appropriate, under the laws, regulations, or directives applicable to the category of information involved and neither the United States Government nor the Authorized Entity have waived any statutory or common law evidentiary privileges or protections that they may assert in any administrative or court proceeding to protect any sensitive information to which I have been given conditional access under the terms of this Agreement.

11. Unless and until I am released in writing by an authorized representative of the Department of Homeland Security (if permissible for the particular category of information), I understand that all conditions and obligations imposed upon me by this Agreement apply during the time that I am granted conditional access, and at all times thereafter.

12. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

13. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or non-disclosure Agreement which I have executed or may execute with the United States Government or any of its departments or agencies.

14. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958, as amended; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 USC 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 USC 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.

15. Signing this Agreement does not bar disclosures to Congress or to an authorized official of an executive agency or the Department of Justice that are essential to reporting a substantial violation of law.

16. I represent and warrant that I have the authority to enter into this Agreement.

17. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me any laws, regulations, or directives referenced in this document so that I may read them at this time, if I so choose.

DEPARTMENT OF HOMELAND SECURITY  
**NON-DISCLOSURE AGREEMENT**  
Acknowledgement

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:
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I make this Agreement in good faith, without mental reservation or purpose of evasion.

Signature:

**WITNESS:**

Typed/Printed Name:	Government/Department/Agency/Business Address	Telephone Number:
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Signature:

This form is not subject to the requirements of P.L. 104-13, "Paperwork Reduction Act of 1995" 44 USC, Chapter 35.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION SPECIFICATIONS

1. The award of this contract is conditioned upon your good faith efforts in achieving this project's Disadvantaged Business Enterprise (DBE) goal of \_\_%, and you must document those efforts.
2. **DBE Goal:** This participation goal is based on the total dollar value of your base bid, initial offer or initial scope of work, less allowance and/or reimbursable items. Participation must be maintained throughout the contract, including additional contract work, e.g., acceptance of alternates, negotiated procurements, change orders, addendums, use of allowances, etc.

### BID/PROPOSAL CONSIDERATIONS

3. The County will reject your bid/proposal if it does not include documentation of your good faith efforts in one of the following ways:
  - a. When you meet or exceed the goal, include the **Commitment to Contract with DBE** (DBE-14) form(s).
  - b. When you **do not** meet or exceed the goal, include the **Certificate of Good Faith Efforts** (DBE-01) goal.

**EXAMPLE:** 20% goal. You have 4% participation in commitment(s). You submit the commitment(s) for the 4%, along with the **Certificate of Good Faith Efforts** (DBE-01) documenting the efforts undertaken to achieve the remaining 16%.

4. Your good faith efforts are those that one could reasonably expect to be taken if you were actively and aggressively trying to obtain DBE participation sufficient to meet the goal. Additional guidance is part of the **Certificate of Good Faith Efforts** (DBE-01) form).
5. If awarded the contract, you will enter into a contractual agreement, directly or through subcontractors, according to the **Commitment to Contract with DBE** (DBE-14) form(s) submitted with your bid/proposal. Copies of the executed contract(s) or purchase order(s) will be required to be submitted to the County.
6. DBE participation credit, for both DBE and non-DBE primes, is calculated as follows:
  - a. All of the identified scope(s) of work must have a commercially useful function in the actual work of the contract and must be performed directly by the DBE. This means that DBEs must perform the contract work with their own employees, as determined by the County.
  - b. One hundred percent (100%) for the work performed by a DBE. If a DBE subcontracts a portion of its work to another firm, the value of the subcontracted work will not be counted towards the DBE goals unless the work is performed by another DBE. Material, equipment and supplies provided and installed (put into use) by a DBE also count dollar for dollar to toward the goal.
  - c. One hundred percent (100%) for products manufactured by a DBE. DBE manufacturers operate or maintain a facility that produces goods from raw materials, or substantially alters the materials or supplies, on-site.
  - d. Sixty percent (60%) for materials or supplies purchased from a certified DBE regular dealer.

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



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

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

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

- f. One hundred percent (100%) for DBE trucking firms. The DBE must be responsible for the management and supervision of the entire trucking operation for which it has contracted. The DBE must also use trucks it owns, insures, and operates using drivers it employs. The DBE may lease trucks from another firm, or an owner-operator, certified as a DBE. The DBE may also lease trucks from a non-DBE firm, or owner-operator, but credit will only be given for the fee or commission and not the trucking itself. Ready mix operations will not receive credit for deliveries made by non-DBE firms.
  - g. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
7. Only DBEs certified by the State of Wisconsin Unified Certification Program (UCP) prior to the bid/proposal submission deadline count towards the satisfaction of the goal. **If you want to use a firm certified in another state or with another agency, the firm must apply for certification with the UCP prior to submission of your offer/bid deadline.** For assistance related to DBE certification of firms, contact the Certification Compliance Administrator at (414) 278-4747.
  8. The County reserves the right to request supporting documentation from both you and any listed DBE. If you fail to respond within the time specified, the County will determine you to be non-responsive and remove you from further consideration for contract award.

## FOLLOWING CONTRACT AWARD

9. The County reserves the right to conduct compliance reviews and request, both from you and your subs or suppliers, supporting documentation to verify DBE participation, in addition to the information entered monthly into the County's online reporting system. The County will notify you if you are not in compliance with contract specifications. If you fail to take corrective action as directed, the County will take one or more of the following actions:
  - a. Terminate or cancel your contract, in whole or in part;
  - b. Remove you from the list of qualified contractors/consultants, and refuse to accept future bids/proposals from you for a period not to exceed three (3) years;
  - c. Withhold contract payments, or pay subs and/or suppliers directly, 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.
10. You must submit copies of the executed subcontract agreement(s) or purchase order(s) for each sub and/or supplier listed on the contract. Include copies with the first monthly request for payment. **REQUESTS FOR PAYMENT WILL NOT BE PROCESSED IF AGREEMENTS/PURCHASE ORDERS ARE NOT SUBMITTED.** In addition, you will document that each DBE is notified at least three (3) working days before start of their subcontract work.



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

11. You are required to notify the County if any DBE contractor(s) working on this contract will sublet any portion of their work.
12. If the DBE(s) cannot perform, if you have a problem in meeting the goal, or any other issue such issues come up, you must immediately contact CDBP Compliance at (414) 278-4851. You must submit written notification of your desire for substitution to the DBE affected, and copy the County. This notice must state the reason for the request. The DBE has five (5) business days to provide written objection/acceptance to you. Approval must be obtained from County prior to making any substitutions. DBE contractors are also required to notify and obtain approval from the County prior to subletting work on this project.
13. **Requests for Payment:** You 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. You must also indicate on the AIA Document ***G703 - Continuation Sheet***, or equivalent, work being performed by DBEs. Either a) place the word "DBE" behind the work item or b) break out the work done by DBEs at the end of the report. If you don't do these things, the County will deny payments, or enforce other sanctions including those listed in Section 9, above.
14. The County has a revolving loan program for DBEs. If you use a DBE that is using these County funds, you must assist the County 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.
15. The County reserves the right to waive any of these specifications when it is in our best interest.



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS

**Completion of this form is required for all bidders who have not achieved participation goal. Submission of a complete form is a matter of responsiveness to this bid. Completion of all three tabs in this spreadsheet 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 and US DOT 49 CFR part 26, pertaining to the implementation of the US DOT disadvantaged 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 Part 26 and other guiding statutes, regulations and laws. For US DOT projects the regulations in 49 CFR 26 and others can be reviewed at: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/dbe-program-overview> 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 a phone call or two to a firm 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

**Certificate of Good Faith Efforts**

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, do 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 firms 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 DBE?

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

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



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS

<b>Contractible Work Items</b>
--------------------------------

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 contracts into economically feasible units to facilitate DBE 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 identified. DBE firms are registered by NAICS code and a list is available in the Wisconsin UCP directory.

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  
CERTIFICATE OF GOOD FAITH EFFORTS**

<u>Firm Name</u>	<u>Describe Work Solicited</u> (NAICS codes pull from "Contractible Work Items")	<u>Date of Original Solicitation</u>	<u>Solicitation Method Used</u>	<u>Date of Follow Up Solicitation</u>	<u>Solicitation Follow Up Method Used</u>	<u>Quote Received Y/N</u>	<u>Quote Accepted (Y/N)</u>	<u>Reason for Rejecting Quote</u>



FIRM: \_\_\_\_\_ Project No: \_\_\_\_\_

**SUBCONTRACTOR/SUBCONSULTANT/SUPPLIER INFORMATION SHEET**

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

**PROVIDE THE FOLLOWING INFORMATION ON EACH BID/QUOTE**

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

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



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

PROJECT No. \_\_\_\_\_ PROJECT TITLE \_\_\_\_\_

TOTAL CONTRACT AMOUNT (less allowances) \$ \_\_\_\_\_ DBE Goal: \_\_\_\_\_

Name & Address of DBE(*)	Scope of Work Detailed Description	DBE Contract Amount	% of Total Contract

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

I certify that the DBE firm quoted the identified service(s) and cost(s). I further acknowledge our firm having negotiated with, and having received confirmation, on partnering, pricing and delivery from DBE firm listed herein.  
 Our firm \_\_\_\_\_ Phone No. \_\_\_\_\_, or one of our subcontractors, will enter into contract with the DBE firm listed, for the service(s) and amount(s) specified when awarded this contract. A copy of the contract between our firm and that of the named DBE will be submitted directly to CBDP within seven (7) days from receipt of Notice-to-Proceed on this contract. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions under applicable law.

\_\_\_\_\_  
 Signature of Authorized Representative                      Name & Title of Authorized Representative                      Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Notary Public [SEAL]

State of \_\_\_\_\_ My Commission expires \_\_\_\_\_

\* Only firms certified as DBEs (within qualifying NAICS codes) by the Wisconsin UCP **prior to bid/proposal opening** will be credited on this contract

**DBE Affirmation (To be completed by DBE Owner/Authorized Representative)**

- I affirm that the Wisconsin UCP has certified our company as a DBE, and that our company is currently listed in the Wisconsin UCP Directory.
- I acknowledge and accept this commitment to contract with my firm for the service(s) and dollar amount(s) specified herein, as put forth by \_\_\_\_\_.
- I understand and accept that this commitment is for service(s) to be rendered in completion of the Milwaukee County project specified herein to be completed with my own forces, unless otherwise approved by CBDP.
- I affirm that approval from CBDP will be obtained prior to subletting any portion of this work awarded to my firm on this project.

\_\_\_\_\_  
 Signature of Authorized DBE Representative                      Name & Title of Authorized DBE Representative                      Phone Number                      Date

**FOR CBDP USE ONLY**

**Commitment number** \_\_\_\_ **of** \_\_\_\_ **Participation:** (A) \_\_\_\_\_ (V) \_\_\_\_\_ **Project Total** \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature \_\_\_\_\_  
 Date



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## COMMITMENT TO CONTRACT WITH DBE

### **ADDITIONAL INFORMATION & REQUIREMENTS:**

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

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

2. **CONTRACT ADJUSTMENTS:** The successful Bidder/Proposer will maintain the approved DBE 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, etc. Contract adjustments shall include proportional DBE participation.

3. **WRITTEN CONTRACTS WITH DBEs:** The County requires that the successful Bidder/Proposer enter into contract, directly or through subcontractors, 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 DBE firm and that they will be hired if you are awarded the contract by the County.

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

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

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

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

**414.278.4747** or [cbdpcompliance@milwaukeecountywi.gov](mailto:cbdpcompliance@milwaukeecountywi.gov)

## SCOPE OF SERVICE

TSP-01-20

### 1. INTRODUCTION

Milwaukee Transport Services, Inc. (MTS) is seeking bids for a licensed Security Integrator to design, install, upgrade, remove, inspect, clean, maintain, program, service, and repair new and existing electronic security equipment. Such equipment consists of, but is not limited to, analog video cameras and monitors, Salient video servers, Lenel access control devices, intrusion detection systems and contracts, hold-up alarms, enclosures, cabling, conduit, power supplies, supply voltage outlets, ups and other items necessary to support security at various facilities.

For project work, MTS, Inc, will authorize services by issuance of individual Project Requests that will define in detail the scope, schedule, and budget of the work. Each individual project shall require that a detailed cost estimate of materials and labor be provided by the vendor prior to start of work. For schedule and ongoing, "as needed" work such as service repairs, an hourly rate will be established, and a detailed cost estimate will be requested prior to this type of work being performed. Recurring activities, such as preventative maintenance, programming, cleaning or inspections will be scheduled on an annual basis and shall require costs estimates as well.

This Security Integrator Contract will allow MTS to obtain professional and technical assistance on short notice from the selected vendor.

No specific projects have been identified at this time however future projects may include designing and upgrading CCTV surveillance systems at MTS facilities, upgrades to and expansion of the door access control system, enhancements to the current intrusion detection system and moving MTS toward the integration of all products on a single platform as needed to keep up with industry best practices.

All projects will require a complete and detailed cost estimate prior to work being started.

### 2. BACKGROUND

Milwaukee Transport Services, Inc. is a quasi-governmental instrumentality of Milwaukee County responsible for the management and operation of the Milwaukee County Transit System. The Milwaukee County Transit System (MCTS) has grown from a single horse-drawn streetcar in 1860 to the largest transit system in Wisconsin and the economic engine of Southeastern Wisconsin. With a fleet of nearly 400 diesel buses and a dedicated team of nearly 1,100 operators, mechanics and administrative staff, MCTS provides on average 130,000 rides every day to people across Milwaukee, Ozaukee, Washington and Waukesha Counties. MCTS is proud to provide service to people to get to work, school, job training, medical appointments, shopping, a night out and everywhere we go.

### 3. SCOPE OF WORK

The Scope of Work is responding to **Project Requests, Service Requests and Regularly Scheduled Activities. The selected contractor will be expected to obtain such services through subcontracting if not available within the successful contractor's firm.**

The **Project Request** process will consist of Milwaukee Transport Services, Inc contacting the successful respondent and requesting services related to an individual project. The vendor will then prepare a detailed scope, schedule, and detailed cost estimate for each individual **Project Request**. The **Project Request** proposal will be negotiated and agreed upon between Milwaukee Transport Services, Inc and the vendor.

**Project Request work may include, but is not limited to:**

- Preparation of project specifications and detailed cost estimates prior to work approval
- Installing, upgrading or reconfiguring existing or new devices or systems
- Inspection and support/oversight during MTS facility construction or other related projects to ensure security industry best practices are being met
- Consulting with MTS contracted designers regarding architectural design modifications to existing structures to ensure project scope meets the anticipated risks and vulnerabilities.
- Other projects as authorized by Milwaukee Transport Services, Inc.

The **Service Request** process will consist of MTS Project Manager or her designee contacting the successful respondent and requesting services. The contractor must have sufficient resources to respond to MTS at multiple locations simultaneously within a 2-hour period for emergency work orders and within 24 hours for standard service work orders. After MTS communicates the nature of the **Service Request**, the vendor will then prepare a detailed cost estimate for approval.

**Service Request work may include but is not limited to:**

- Troubleshooting, programming and repairs to existing systems including hardware components, cabling and software
- Coordinating troubleshooting and repair work with other contracted MTS vendors where security is closely related (e.g., existing door vendors, gate/fence vendors, etc.)
- Relocating components or minor reconfigurations of, or to, existing systems
- Working with Original Equipment Manufacturers (OEM) vendors to ensure warranty repairs are executed on behalf of MTS
- Permitting and ensuring MTS is meeting building and electrical code requirements as needed
- Emergency repairs to ensure continuity of operations of security related equipment
- Other Service Requests as authorized by Milwaukee Transport Services, Inc.

The **Regularly Scheduled Activities** process will consist of the vendor preparing a detailed annual scope and schedule for preventative maintenance and routine inspections within 60 days of the contract being awarded. MTS will have final approval of the scope and schedule. As needed, this schedule will be modified to include any new systems or components as needed, or to adjust maintenance or inspection intervals based on new knowledge, OEM vendor recommendations, experience or lessons learned throughout the contract.

**Regularly Scheduled and Reoccurring Activities may include:**

- Preventative maintenance as directed by OEM vendor of existing or future security systems
- Inspections to ensure existing systems are functioning as designed or that they meet all relevant external code requirements
- Other activities as authorized by Milwaukee Transport Services, Inc.

**4. OVERVIEW OF MTS FACILITIES AND SYSTEMS**

**Release of Building Drawings:** Electronic copies of building drawings will be made available to all consultants who complete and return the included Non-disclosure agreement to the [sbaker@mcts.org](mailto:sbaker@mcts.org)

These drawings are designated Sensitive Security Information (SSI) as prescribed by 49 C.F.R. Part 1520.

MTS currently uses a mix of different equipment across its four different campuses around Milwaukee County (see **Security System and Device Matrix** on next page for location detail):

- 2 Speco Technologies DVR's in garages.
- Salient video servers with Completeview VMS
- Analog Cameras included several brands including Pelco, Honeywell, Panasonic and Sony (among others) Hanwa IP cameras at Administration building.
- Access management control is exclusively Lenel
- Intrusion detection and duress equipment is owned by MTS and they vary by site and include components from Cornell, Security Link, Ademco, Stenrol, ADT and GRI

## Security System and Device Matrix

	Asset Size (Sq ft)	Level Access Control	Surveillance System	CCTV Cameras	Intrusion Detection	Duress Alarm
<b>MCTS Administration Building</b> 1942 N. 17th Street Milwaukee, WI 53205	57,078	Equipped	Salient	28 IP	Partial	Internal and External Monitoring
<b>Fleet Maintenance Building</b> 1525 W. Vine Street Milwaukee, WI 53205	241,222	Equipped	Salient (2)	24 Analog	Full	X
<b>KK Garage Maintenance Building</b> 1701 S Kinnickinnic Avenue Milwaukee, WI 53204	34,950	X	Salient	10 Analog	X	X
<b>KK Bus Storage Building</b> 1701 S Kinnickinnic Avenue Milwaukee, WI 53204	118,028	X	X	With Garage	X	X
<b>KK Station Building</b> 1718 S. Kinnickinnic Avenue Milwaukee, WI 53204	7,984	Equipped + Parking Gate	Salient	6 Analog	X	External Monitoring
<b>KK Service (Tankhouse) Building</b> 1701 S Kinnickinnic Avenue Milwaukee, WI 53204	9,339	X	Speco	2 Analog	X	X
<b>FDL Garage Maintenance Building</b> 2932 W. 35th Street Milwaukee, WI 53210	37,996	X	Salient	14 Analog	X	X
<b>FDL Bus Storage Building (F)</b> 2932 W. 35th Street Milwaukee, WI 53210	36,288	X	X	Analog	X	X
<b>FDL Bus Storage Building (A,B,C,D,E)</b> 2932 W. 35th Street Milwaukee, WI 53210	127,746	X	X	With Garage	X	X
<b>FDL Station Building</b> 3201 West Fond du Lac Avenue Milwaukee, WI 53210	9,374	Equipped + Parking Gate	Salient	16 Analog	X	External Monitoring
<b>FDL Service (Tankhouse) Building</b> 2932 W. 35th Street Milwaukee, WI 53210	10,548	X	Speco	2 Analog	X	X
<b>FZ Garage Maintenance</b> 1900 W. Fiebrantz Avenue Milwaukee, WI 53209	24,027	X	X	With Station	X	X
<b>FZ Bus Storage</b> 1900 W. Fiebrantz Avenue Milwaukee, WI 53209	58,001	X	X	With Station	X	X
<b>FZ Station Building</b> 1900 W. Fiebrantz Avenue Milwaukee, WI 53209	7,998	Equipped	Salient	16 Analog	Equipped	Internal Monitoring
<b>FZ Service (Tankhouse) Building</b> 1900 W. Fiebrantz Avenue Milwaukee, WI 53209	9,205	X	X	With Station	Equipped	Internal Monitoring

## 5. **CONTRACTING**

Milwaukee Transport Services, Inc. will select one (1) consultant to provide all work required as part of this RFP. The selected contractor will be required to enter a three (3) year contract for on-call services with two (2) additional one- year periods upon the consent of both parties. There is no guarantee of any work under this contract. In addition, Milwaukee Transport Services, Inc. reserves the right to advertise for separate consultant services for specific projects.

Milwaukee Transport Services, Inc., Agreement will be the contract document for these on-call services.

### **Contractor Responsibility:**

**Prior to the start of work and upon receipt of the Notice to Proceed, Contractor shall provide the following to the Project Manager:**

1. Copies of any Business, occupational or Trade licenses required by code e.g. Business, General Contractor, Electrical, etc.
2. Copies of Certificates for each access control installer from Lenel and/or Salient; verifying training and qualifications necessary to perform access control installation and integration.
3. Contractor's emergency contact numbers for 24/7 response.

**Prior to the start of work and within ten (10) business days of date of the Notice to Proceed, Contractor shall provide the following to the Project Manager:**

1. Written notification on company letterhead confirming all required utility locates have been completed.
2. Proof that all required permits necessary for the project have been obtained. Copies or receipts.

Contractor shall not begin work until these documents have been provided and the Notice to Proceed has been issued. Contractor's failure to meet this timeframe may result in contract termination with no penalty to MTS. Contractor shall be solely responsible for any impact this delay has on the Completion date.

### **Site Security and Access:**

Site Security and vehicle access are primary concerns during this project; Contractor shall ensure that MTS site security is not compromised, and vehicle access is not impeded throughout the course of their work. Contractor shall coordinate with the Project Manager on any required closures 24 hours prior to work. At no time shall the site be left unsecured. Failure to secure the site shall result in MTS using transit security to provide on-site protection and deduct all associated costs from Contractor's final payment.

**Field Measurements and Locates:**

Contractor shall be solely responsible for determining utility locates, on-site layout, measurements, and ensuring interoperability of components and/or proposed equipment associated within the scope of this project; this shall include but not be limited to, existing site or structural conditions, dimensions, distances, trenching routes, and termination points, etc., required for the following:

- modification, fabrication/installation of gates and fence components/hardware.
- installation of gate controller and pad placement.
- installation of power sources, conduit, wiring and connections.
- installation of access control equipment/components/programming;

**6. TECHNICAL RESPONSE**

Milwaukee Transport Services, Inc. intends to select the most qualified consultant who represents the best value. The successful candidate in responding to this RFP will demonstrate the experience and ability to provide services in all categories listed in the Scope of Work and described in the Introduction and Background.

Each responding Consultant must address all the services and materials required to fulfill the terms of this Request and, if awarded the Master Contract, must be the sole contracting party with Milwaukee Transport Services, Inc. responsible for all aspects of the Master Contract.

MTS will not issue PO's or manage subcontractors directly. Prime shall have written contracts with all subcontractors. This requirement for single-point responsibility does not prohibit subcontracts or joint ventures, provided that the single successful Consultant assumes the following responsibilities:

- Serves as the sole contractor with Milwaukee Transport Services;
- Assumes full responsibility for the performance of all its subcontractors, joint ventures, and other agents assigned to MTS work;
- Provides the sole point of contact for all activities through a single individual designated as project manager.

Milwaukee Transport Services, Inc. reserves the right to request the selected lead consultant to consider modifications in its composition of potential subcontracting team members to adhere to an optimal balance of agency and interdisciplinary project needs.

## PROPOSAL EVALUATION AND AWARD OF CONTRACT

### 7. TECHNICAL RESPONSE CONTENT REQUIREMENTS

The following items must be addressed in the following order to allow for a fair evaluation of the Consultant qualifications and capabilities in accordance with the evaluation criteria:

#### A. **Cover Letter**

Identify the person to contact during this RFP process. Include, name, phone number and email address. A brief introduction of the Consultant Team's Statement of Qualifications, noting at least: The Consultant Team (identifying lead/prime consultant and subcontracting consultants); the Team's designated project manager along with key personnel; and a brief note on the Team's directly relevant experience for this On-Call Master Contract. An authorized individual capable of committing the resources of the lead consultant should sign the letter.

#### B. **Project Management and Key Personnel**

A concise summary of the Consultant Team's organization, experience, qualifications, and responsibilities, highlighting the relevant experience of the proposed project manager and key support personnel to provide the expertise to develop relative projects in the desired categories. Resumes of key personnel and other individuals and subconsultants (if any) proposed to perform services for the On-Call Master 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. Identify sub-consultant(s) by firm name, address, and telephone number. Describe any past collaboration, including the responsibility of each team member(s), and the project outcome.

#### C. **Approach and Experience**

Provide a brief description of consultant team's approach to effectively complete potential projects, service request and regularly scheduled activities. Provide a brief description of transit-related (or similar) projects on which your team has had primary responsibility. Note your team's specific areas of responsibility for each project cited. Describe the Quality Assurance and Quality Control methods, project management approach, and controls used on similar services/projects.

#### D. **Successful Completion of Past Work**

Describe your record of performance on past similar contracts, including such factors as cost control, quality of workability to meet schedules, cooperation and responsiveness. Provide a list that shows experience with jobs of various sizes and scopes as well as experience with leading other subcontractors, including TBE/DBE partners to produce a quality outcomes.

#### E. References

On a separate sheet called references, list a minimum of three (3) references from whom the Consultant has performed similar services and/or on-call contracts and whom Milwaukee Transport Services may contact for references regarding the Consultant's past work and ability to meet project timelines. Provide the following:

- 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

#### F. Certifications

All work will be performed using licensed and certified installers with current licenses as required by the State of Wisconsin for the type of work being performed. Copies of all licenses and certifications held by offeror's personnel will be provided to MTS. The licensed personnel will be on site at all times when work is being performed. Provide a copy of the certifications held and list of those not held.

The following certifications are **HIGHLY DESIREABLE** and will factor in the scoring:

- Lenel Certified Professional or Lenel Certified Expert
- COMPLETEVIEW Certifications – Salient
- Certified Security Systems Integrator (CSSI) Certification (CAT, ESA, NTS, EAC, VST)
- Project Management Professional (PMP)
- Certified Security Project Manager (CSPM) Certification
- ASIS PSP

## 8. EVALUATION OF PROPOSALS

Proposals will be evaluated by Milwaukee Transport Services, Inc., to determine which proposal to determine best value to MTS.

This RFP includes the Evaluation Criteria. The Evaluation Criteria can only be modified in the form of an amendment by Pierce Transit.

There is no known budget for this Procurement since it is for on-call

### work. A. Opening of Statements of Qualifications

Statements of Qualifications should be listed on a separate sheet.

### B. Evaluation Committee

A five (5) person evaluation committee organized by Milwaukee Transport Services, Inc will evaluate each Proposal for content and achievement of the intent of the Scope of Work.

### C. Evaluation Criteria

The criteria to be used in the evaluation are as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Knowledge, ability, experience, and availability of firm and sub-consultants to perform the services.	25
Qualifications, knowledge and expertise of key staff identified in the proposal.	25
Previous work experience, including references, on-call contract work.	25
Firm's approach to quality control, project management and product delivery.	15
Certifications	10

D. Selection Process

An evaluation committee will review the Proposals and rank them according to the Evaluation Criteria. Upon completion of its evaluation the Evaluation Committee will rank the Proposals received and recommend the top candidate to enter into negotiations for a contract. If negotiations fail to produce a contract, MTS Inc, will enter into negotiations with the second candidate on the list. This process will repeat until a contract has been signed.

E. Negotiations/Cost and Pricing Data

The selected firm must submit hourly rates for each member of their Team – pricing should include any sub-contractors. These costs once agreed to by Milwaukee Transport Services., Inc, will form the basis for a billing/payment provision. During negotiations, Milwaukee Transport Services, Inc., reserves the right to request additional documentation supporting the proposed cost and pricing data.

F. Cost Proposal

The selected firm will be required to submit a Cost Proposal. The elements must include:

1. Scope of Work – Provide scope of work describing tasks, services offered and deliverables.
2. Labor hours – Provide labor hours by task and by labor category.
3. Direct Labor Rates – Identify the proposed direct labor rates by individual position and by labor category (i.e., by function, discipline or skill level) in accordance with Submitter’s accounting system.
4. Overhead Rates
  - a) Provide an overhead schedule showing a detailed listing of overhead expenses incurred for the most recent year as well as total direct labor costs. This overhead schedule should be based on actual expenses incurred during the previous year.
  - b) Unallowable costs must not be included in the proposed overhead rate. Include a certified statement that the proposal does not include any unallowable costs. Refer to Federal Acquisition Regulations Part 31 for more information on which costs are allowable and which are unallowable.
  - c) Provide a chart of accounts, describing what is included in each overhead account line item.
5. Other Direct Costs (ODCs) – If proposing direct costs other than labor, then provide a description and rationale for the estimate. Any proposed ODCs must be task or job specific costs that are normally charged directly to a contract and have not been included in the overhead rate. ODCs, if approved, will be reimbursed at cost only, with no markup added.
6. Professional Fee/Profit – Identify the proposed professional fee/profit rate, expressed as a percentage of direct labor and overhead costs.

7. Firms shall include a minimum of 50% employment of the Contract labor force with employees that reside within Milwaukee. The basis for residency shall be the percentage of gross payroll dollars expended on the project. By executing the Bidder's Certificate, bidder understands that Milwaukee County will only award Contracts to bidders that agree to the residency requirement and will impose penalties and fines including but not limited to withholding payment, Contract termination and debarment from bidding for non-compliance.

G. Responsibility

Milwaukee Transport Services, Inc., will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type:

1. That it is skilled and regularly engaged in the general class or type of work called for under the Contract.
2. That it has the requisite experience, education, training, and ability; sufficient capital; and sufficient personnel to enable it to execute the work properly and successfully and to complete it within the time stated in the Proposal.
3. That it has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and at comparable rates of progress.

## SAMPLE PROFESSIONAL SERVICE CONTRACT

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

### 1. SCOPE OF SERVICES.

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

- a. This Professional Service Contract
- b. MTS Request for Proposal/ MM-07-20
- c. Contractor's Entire Proposal
- d. Contractor's Best and Final Offer
- e. MTS Purchase Order

### 2. STAFFING.

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

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

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

### 3. DATES OF PERFORMANCE.

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

### 4. COMPENSATION.

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

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

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

Invoices should be sent to: [accountspayable@mcts.org](mailto:accountspayable@mcts.org)

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

#### 5. MISSION CRITICAL CONTRACT.

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

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

#### 6. OWNERSHIP OF DATA.

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

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

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

7. RIGHTS OF ACCESS AND AUDIT.

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

8. AFFIRMATIVE ACTION.

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

9. DISADVANTAGED BUSINESS ENTERPRISES.

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

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

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training including apprenticeships. A violation of this provision shall be sufficient cause for MTS to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

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

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

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

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

#### 11. INDEMNITY.

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

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

#### 12. INSURANCE.

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by MTS. Insurance requirements are in the RFP document.

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

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

A.1. Professional Liability – Additional Provision.

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

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

13. PERMITS, TAXES, LICENSES.

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

14. TERMINATION BY CONTRACTOR.

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

15. TERMINATION BY MTS FOR VIOLATIONS BY CONTRACTOR.

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

16. UNRESTRICTED RIGHT OF TERMINATION BY MTS.

MTS further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the

Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to MTS. Upon said termination, Contractor shall be paid for all services rendered through the date of termination.

17. CONTINUITY OF SERVICE.

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

- a. Furnish phase-in, phase-out services for up to 30 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to MTS approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- b. Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

18. INDEPENDENT CONTRACTOR.

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

19. SUBCONTRACTS.

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

20. ASSIGNMENT LIMITATION.

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

21. PROHIBITED PRACTICES.

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

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

22. PUBLIC RECORDS.

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

23. TAXES.

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

24. NON-CONVICTION FOR BRIBERY.

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

25. CONFIDENTIALITY.

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

26. NOTICES.

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

To Contractor:

Attn.:  
Address:

To MTS:

Attn.: Materials Management  
Address: 1942 N. 17<sup>th</sup> St  
Milwaukee, WI 53205

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

27. MISCELLANEOUS.

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

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

28. LIQUIDATED DAMAGES

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

# 2019 DHS Standard Terms and Conditions

The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

## **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

## **DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

# 2019 DHS Standard Terms and Conditions

## Standard Terms & Conditions

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

# 2019 DHS Standard Terms and Conditions

## VIII. **Copyright**

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

## XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## XII. **Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

## XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## XIV. **False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729-3733](#), which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

## XV. **Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

# 2019 DHS Standard Terms and Conditions

**XVI. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**XVII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

**XVIII. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

**XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title V of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**XX. Lobbying Prohibitions**

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**XXI. National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)(NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#)

# 2019 DHS Standard Terms and Conditions

and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **XXIII. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **XXIV. Notice of Funding Opportunity Requirements**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## **XXV. Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

## **XXVI. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the [Solid Waste Disposal Act](#), Pub. L. No. 89-272 (1965), (codified as amended by the [Resource Conservation and Recovery Act](#), 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **XXVII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#),) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **XXVIII. Reporting of Matters Related to Recipient Integrity and Performance**

### **1. General Reporting Requirements**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

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## 2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

## 3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

## 4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
  - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

## **XXIX. Reporting Subawards and Executive Compensation**

### **1. Reporting of first-tier subawards.**

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
  - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
  - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

### **2. Reporting Total Compensation of Recipient Executives.**

- a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
  - 1) The total federal funding authorized to date under this award is \$25,000 or more;
  - 2) In the preceding fiscal year, recipient's received—
    - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
    - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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3) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) By the end of the month following the month in which this award is made, and annually thereafter.

### 3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

1) In the subrecipient's preceding fiscal year, the subrecipient received—

- a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
- b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

### 4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

a. Subawards, and

b. The total compensation of the five most highly compensated executives of any subrecipient.

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## 5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
  - 1) A Governmental organization, which is a State, local government, or Indian tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization;
  - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
  - 1) Receives a subaward from the recipient under this award; and
  - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
  - 1) *Salary and bonus*.
  - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
  - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.

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- 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **XXX. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## **XXXI. Terrorist Financing**

Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

## **XXXII. Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons.

### **1. Provisions applicable to a recipient that is a private entity.**

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
  - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
  - 2) Procure a commercial sex act during the period of time that the award is in effect; or
  - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
  - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
  - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
    - a) Associated with performance under this award; or
    - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

### **2. Provision applicable to recipients other than a private entity.**

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the

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award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

- 1) Associated with performance under this award; or
- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

### 3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
  - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
  - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

### 4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
  - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
  - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
  - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
  - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended (22 U.S.C. § 7102)

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## XXXIII. Universal Identifier and System of Award Management

### 1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

### 2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

### 3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](http://SAM.gov).
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
  - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
  - 2) A foreign public entity;
  - 3) A domestic or foreign nonprofit organization;
  - 4) A domestic or foreign for-profit organization; and
  - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
  - 1) The term does not include the recipients procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
  - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

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e. *Subrecipient* means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

**XXXIV. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

**XXXV. Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXVI. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).