

REQUEST FOR PROPOSAL
Consultant to Write Fare Collections Specification
RFP MM-13-20
Released: September 17, 2020
Due: October 29, 2020 by 2:00 P.M. CST.



MILWAUKEE TRANSPORT SERVICES, INC.
Operator of the Milwaukee County Transit System
1942 NORTH 17TH STREET
MILWAUKEE, WI 53205
Director of Materials Management: Stephanie Baker
sbaker@mcts.org | www.ridemcts.com

Introduction

Milwaukee Transport Services (MTS) is a quasi-governmental instrumentality of Milwaukee County and the operator of the Milwaukee County Transit System (MCTS). MTS is seeking a qualified person or firm to write a technical specification(s) for an Account-Based Fare Payment System. MTS' currently uses a card-centric fare payment. MTS seeks a partner that is highly experienced and knowledgeable about Account-Based Fare Payment Systems to write a technical specification that addresses the next advancement in our fare payment system. In addition to new features, MTS is also looking for a system that can grow with us, including future integrations with ticket vending machines (TVM) and inter-agency ticketing. Cash fare will continue to be collected by our existing system provided by Scheidt and Bachmann and is out of scope for this project.

MTS requires the release of the specification in an RFP with as short of a turnaround from the awarding of this contract, as possible, preferably within 60 days.

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-13-20" 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.

Proposal Due Date

Proposals must be submitted on or before 2:00 p.m. CST on October 29, 2020. Late proposals will not be accepted.

Our Administrative building is closed to the public due to the pandemic, however, the lobby is staffed, and door can be opened for deliveries during business hours 8-4:30 M-F. There are also two phone numbers posted on the Administration building front door for vendors to call for delivery of bids or proposals. The Materials Management department has staff on premises during workday hours.

Questions Deadline

Questions regarding this solicitation document, must be submitted by e-mail to Stephanie Baker at sbaker@mcts.org on or before end of business on October 2, 2020.

MTS will provide an official written responses in addendum format, on our website at www.ridemcts.com to questions received by the respective deadlines. Proposers must not rely on any oral statements or previous conversations, with MTS representatives for questions or clarifications regarding this Bid. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. All communications must be in writing via email to Stephanie Baker sbaker@mcts.org

Only written responses posted in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract. If no requests for clarification are received, MTS will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

Project Description

We are looking to contract with a vendor to write technical specifications for an RFP to procure an Account-Based Fare Payment System. While MTS intends to retain its existing Scheidt & Bachmann fare boxes for cash collections, we envision new technology capable (but not limited to) the following:

- Migrating existing card based smart-card system to an account based smart-card system, with new validators installed on all buses that are capable of reading and processing contactless smartcards, contactless credit/debit cards, contactless mobile phone payment systems and fare forms sold through mobile phone Apps.
- Providing a mobile phone application that allows for purchasing and validation of all fare types, adding value to smart-card accounts and trip planning
- A retail network solution that enables purchasing of new smart-cards and adding value to smart-card accounts
- Fare capping
- Supporting special fare forms for business partners, including (but not limited to) universities (eg UPASS) and Commuter Value Pass (CVP)
- Supporting concession fare programs including (but not limited to) those for older adults and persons with disabilities

This process should include:

- Review of our current specifications and system functionality
- Staff interviews to indemnify needs and requirements
- Incorporation of industry best practices for fare collection systems

The Technical specification that this firm writes, shall include evaluation criteria, points per criteria, as well as a compliance matrix to ensure that the end product purchased through a future RFP is consistent with all approved aspects of the conceptual design (including but not limited to) equipment needs, service, support, training, and spares. MTS is also seeking advice regarding how to evaluate Account-Based Fare Payment System vendors for future anticipated projects, ranging from Ticket Vending Machines and station validation, to regional integration with smaller local transit operations via smart-card and/or mobile application. Advice on whether to pursue this future functionality as an option on the Account-Based Fare Payment System, or to seek this functionality in future RFPs is also being sought.

Project Timelines

Phase I: Creation of specification document and associated cost estimate within 60 days of the issue of a contract and purchase order.

Phase II (Optional): Project manage the competitive solicitation for the purchase of the Account-Based Fare Payment System including (but not limited to) attending any pre-proposal meetings or vendor presentations as needed, assistance with answering technical questions, ensuring compliance of all proposals, providing support to the evaluation team as needed and reviewing pricing information to ensure pricing is fair and reasonable.

Phase III (Optional): Project manage the purchase and installation of the new system during calendar 2021 including (but not limited to) attending meetings, hosting recurring project call, reviewing design documents, reviewing project plans, schedules and other project management documentation, ensuring requirements are fulfilled according to schedule, budget and design, providing regular updates to project teams and overall provide oversight of the project during the project phase and through close out.

Contract Term

This is a 3-year Professional Services Agreement beginning with the issue of Intent to Award and PO. A sample Professional Services Agreement is included in this RFP document.

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. In awarding a contract, MTS reserves the right to consider all elements entering the determination of the responsibility of the bidder. Any proposal which is incomplete, conditional, obscure, or which contains additions not required, or irregularities of any kind, may be deemed non-responsive. MTS also reserves the right to take into consideration the Bidders past performance with MTS or and other entity in determining if the Bidder is responsible and qualified.

Binding Contract

An RFP received in response to this solicitation is an offer that can be accepted by MTS to create a binding contract.

Withdrawal of Proposal

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

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

TBE Goal

This project has a Targeted Business Enterprise (TBE) goal of 17%. To be considered for this project, the Prime must submit a Subcontractor/Supplier Information Sheet (TBE-02) with your Bid/proposal. Additionally, the award of this Contract is conditioned upon your good faith efforts in achieving this project's TBE goal, and you must document those efforts by submitting with your Proposal one of the following: A signed and notarized Commitment to Contract with DBE Firms (TBE-14) form(s), one for each DBE documenting the participation achieved toward satisfying the goal *, evidencing your proposed participation plan to meet or exceed the TBE goal;

OR

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

*TBE-14 form(s) must identify (1) the TBE firm(s) by name and address, (2) the scope(s) of work/service(s) to be provided, (3) the dollar amount(s) of such work, and (4) the percentage of the TBE goal to be met. **The form must be signed by the Prime and notarized to be considered responsive.** The signature of the TBE firm in the affirmation section is not required at time of proposal but will be

required for the participation plan to be approved. MTS is entitled to reject any proposal for failing to identify this information for each TBE.

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

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

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

The official directory of eligible TBE firms can be accessed through the following link:
<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

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

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

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

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

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

Waiver of Informalities: MTS reserves the right to reject any or all proposals, and to waive as an informality any immaterial irregularities in the proposals received.

County Rights of Access and Audit

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later.

Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

Funds

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

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

Variations in Word and Figures

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

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 proposal documents.

Independent Contractor

Nothing contained in the Agreement shall constitute or be construed to create a partnership or joint venture between MTS, Inc. or its successors and the Contractor or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent Contractor, duly authorized to perform the acts required of it hereunder.

Retention of Records

Contractor agrees to retain all records related to this contract for a period of at least three years from final date of payment of this contract

Termination for Convenience

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

Termination for Default

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, MTS may terminate this contract for default.

Termination shall be affected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by MTS that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, MTS after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

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 proposal 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 proposal 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 proposal 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.

Non-Discrimination

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

Contract Continuation

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

Single Proposal, If Received

If only a single proposal is received, MTS may require that the Bidder provide the necessary cost or pricing data to enable MTS to perform a cost or price analysis to ensure that the proposal price is fair and reasonable. If requested, the Bidder shall provide the cost or price data within five (5) working days of the date requested. MTS reserves the right to reject or accept the proposal based on the cost or pricing data. Where only one responsive and responsible proposal is received, MTS may also negotiate price with the sole responsive bidder.

Audit of Records

Contractor shall permit the authorized representative of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all data and records of Contractor related to carrying out the contract for a period of up to three years after completion of the contract. If subcontracts and/or associates are utilized, prime contractor shall have written contractual agreement with County approved subcontractors and/or associates which bind the subcontractor to the same audit contract terms and conditions as the prime Contractor.

Governing Law and Venue

Any purchase made pursuant to these Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin. The Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of Wisconsin for all purposes regarding any such purchase, and further agrees and consents that venue of any action hereunder shall be exclusively Milwaukee County, Wisconsin.

Compliance with Laws

Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold Milwaukee Transport Services, Inc and Milwaukee County, its agents, officers and employees harmless from any all liability and costs, including, but not limited to attorney’s fees and damages resulting from failure of compliance.

Order of Precedence:

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

- 1. Purchase of Services Agreement
- 2. All documents related to this RFP MM-13-20
- 3. Accepted Proposal of the successful contractor
- 4. The Purchase Order

Schedule:

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

RFP Dates	Dates
Issue RFP	September 17, 2020
Deadline for Questions	October 2, 2020 close of business
Proposals Due	October 29, 2020 2:00 PM CST
Interviews/Presentations (if necessary)	As needed

Technical Response Requirements

Firms Narrative shall address the following questions, in the order listed

General Questions (up to 60 points)

1. Please describe your company's philosophy and what makes you different from other companies?
2. How has your firm utilized new industry technologies to gain efficiencies and/or develop better technical documentation in recent years?
3. What is your strategy of approaching subject matter experts in fare collection?
4. Please explain your procedures for gathering, writing and publishing technical information for the requested specification document for fare collection software and equipment
5. Please provide a description and overview of three fare collection projects your firm has completed in recent years. What were the deliverables of substantial scope and complexity for each?

References (up to 20 Points)

1. Provide a list of five recent customers to whom you have delivered a similar scope of work. Identify company, email contact and their title for a minimum of 3 clients. . Do not use MTS as a reference.

Company Information (up to 20 Points)

1. Please describe your company including number of employees, annual sales volume, management structure, and who would be assigned to work directly with MCTS.
2. Do you have any special certifications or commendations related to technical writing? If so, please list and explain significance.
3. Outside of the TBE (Targeted Business Enterprise) requirement, will you be subcontracting any parts of the project? If so, please describe?

Evaluation Criteria	Up to Points
General questions	60
References	20
Company Information	20

The Technical specification that this firm writes, shall include evaluation criteria, points per criteria, as well as a compliance matrix to ensure that the end product purchased through a future RFP is consistent with all approved aspects of the conceptual design (including but not limited to) equipment needs, service, support, training, and spares. MTS is also seeking advice regarding how to evaluate Account-Based Fare Payment System vendors for future anticipated projects, ranging from Ticket Vending Machines and station validation, to regional integration with smaller local transit operations via smart-card and/or mobile application. Advice on whether to pursue this future functionality as an option on the Account-Based Fare Payment System, or to seek this functionality in future RFPs is also being sought.

Method of Award

Evaluation Team:

1. The MTS evaluation committee will consist of five (5) persons who will review proposals submitted by all respondents. The scores of the five evaluators will be averaged to determine Technical ranking of proposals.
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 a virtual 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.

Cost Response:

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

Do not adjust the pricing format. The cost figures shall be furnished on the price sheet(s) provided and shall be submitted in a sealed envelope separate from your technical response. Your cost response shall include the price sheets(s) and the signature sheet. One (1) original copy of the price sheet and signature sheet, plus one (1) copy on a USB drive are required to be returned. Provide both in a separate sealed envelope.

The price rates should fully loaded (overhead and margin). No hidden charges will be allowed, therefore a complete, disclosure of charges should be included within the submitted proposal. Any charges not disclosed on the proposal 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-13-20
2. Requirements Matrix
3. Sample Purchase of Services Agreement
4. TBE Utilization Specifications and Forms

Instructions for Proposal Submittal

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

1. Signature Sheet (One Signed Original) and one and one saved as a *Signature sheet* on a USB drive
2. One hard copy of the Technical response and one copy saved as *Technical response* on the USB drive
3. One hard copy of the Completed Requirements Matrix and one saved as a *requirements matrix* on the USB drive
4. Proposal Price Sheet(s) (One Original in a separate sealed envelope and a copy saved as a *Price proposal* on the USB drive
5. One hard copy of required TBE paperwork and one copy saved on the USB drive as *TBE paperwork*
6. One signed EEO Certificate hard copy
7. One completed Bidders list form hard copy
8. One signed Conflict of Interest form hard copy
9. One signed Independent Contractor form hard copy
10. Signature page only of any addenda released hard copies

Minimum Requirements

The vendor shall meet the following requirements, these are listed on the requirements matrix as well:

1. Have written a minimum of 10 specifications for replacement or installation of Fare Payment Systems and back office systems. Provide a list of agencies
2. Have technical knowledge and experience with automatic fare collections, including account-based fare collection systems and fare validation
3. Have technical knowledge and experience with mobile fare payment application
4. Have technical knowledge and experience with mobile payment
5. Have technical knowledge and experience with smart card (ISO 14443 Type A or B standard)
6. Have technical knowledge and experience with validators
7. Have technical knowledge and experience with fare capping
8. Have technical knowledge and experience with trip planning

**REQUIREMENTS MATRIX FOR RFP MM-13-20
CONSULTANT TO WRITE FARES COLLECTION SPECIFICATION**

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

Requirements Matrix must be returned with proposal (MM-13-20)

Vendor Name: _____

Ref #	Requirement Description	Proposal Response (F/CM/N)	If F or CM please describe how you meet requirement
1	Consultant has written a minimum of 10 specifications for a Fare Payment Systems and back office systems, <u>including account-based systems.</u> <u>Attach a list of agencies.</u>		
2	Consultant must have the technical knowledge and experience with automatic fare collection system		
3	Consultant must have the technical knowledge and experience with mobile fare payment application		
4	Consultant must have technical knowledge and experience with mobile payment		
5	Consultant must have technical knowledge and experience with smart card (ISO 14443 Type A or B standard)		
6	Consultant must have technical knowledge and experience smart media validators		
7	Consultant must have technical knowledge and experience with fare capping		
8	Consultant must have technical knowledge and experience with trip planning software		

PROPOSAL PRICE SHEET

MTS RFP-13-2020 -CONSULTANT TO WRITE FARE COLLECTIONS SPECIFICATION

Vendor Name _____ DUNS# _____

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

PHASE I

Total cost to review existing fare collection system, processes, and procedures as well as IT infrastructure and technical specifications. Vendor shall interview, gather additional requirements, apply best practice suggestions, and write technical specifications in a manor to solicit quantitative responses in an RFP

Number of Hours _____ _job

Hourly Rate_\$ _____ _job

PHASE II

Phase II (Optional) - Assist in the RFP selection of a vendor/contractor that will provide focus area 1 and 2 as outlined above. **Note: This is an optional Phase at MCTS's discretion.**

Hourly rate price in Words _____

Hourly rate price in Figures_\$ _____

PHASE III

Phase III (Optional) - Assist in project management of the fare collection system replacement and implementation proposed by the selected contractor. **Note: This is an optional Phase at MCTS's discretion.**

Hourly rate price in Words _____

Hourly rate price in Figures_\$ _____

Signature

email address

Date

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

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.

EEOC -Affirmative Action Plan

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

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

Employees

Vendor certifies that it has _____ employees in the Standard Metropolitan Statistical
(No. of Employees)

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

Compliance

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

Executed this _____ day of _____ 20____ by:

Firm Name: _____

Address: _____

City/State/Zip _____

Telephone: _____

(Title)

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

By _____ (Signature)

(Please Print Name Here)

SIGNATURE SHEET

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

DELIVERY: Price shall include delivery, FOB destination freight prepaid to Milwaukee Transport Services, Inc., 1525 W. Vine St., Milwaukee, WI 53205, unless otherwise noted in this RFP.

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

Date: _____

Submitted by: _____

Name of firm: _____

Address of firm: _____

Signed per: (manual signature required) _____

Print name: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

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: _____

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

SAMPLE PROFESSIONAL SERVICE CONTRACT

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

1. SCOPE OF SERVICES.

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

- a) This Professional Service Contract
- b) MTS RFP MM-13-20
- c) Contractor's Entire Proposal
- d) MTS Purchase Order

2. STAFFING.

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

<u>Name</u>	<u>Position</u>
_____	_____
_____	_____

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

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

3. DATES OF PERFORMANCE.

The initial term of this Contract shall be from issue of award for two (2) years 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 Price Pages, attached and incorporated into this Contract. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, MTS attempts to pay all invoices in 30 days.

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

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

Invoices should be sent to: accountspayable@mcts.org

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

6. Intentionally Deleted

7. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of MTS. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of MTS.

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

8. RIGHTS OF ACCESS AND AUDIT.

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

9. AFFIRMATIVE ACTION.

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

10. TARGETED BUSINESS ENTERPRISES.

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

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

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

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. A violation of this provision shall be sufficient cause for MTS to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

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

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

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

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

12. INDEMNITY.

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

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

13. INSURANCE.

Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by MTS. Acceptable proof of such coverage shall be furnished to MTS prior to commencement of activities under this agreement. A Certificate of Insurance including declarations page, shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by MTS, in the minimum amounts specified below.

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

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

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

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

A.1. Professional Liability – Additional Provision.

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage

form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to MTS's Procurement Department as may be requested to obtain approval of coverage as respects this section. It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

14. PERMITS, TAXES, LICENSES.

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

15. TERMINATION BY CONTRACTOR.

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

16. TERMINATION BY MTS FOR VIOLATIONS BY CONTRACTOR.

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

17. UNRESTRICTED RIGHT OF TERMINATION BY MTS.

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

18. CONTINUITY OF SERVICE.

Contractor recognizes that the services under this contract are vital to MTS and must be continued without interruption and that, upon contract expiration or termination, a successor, either MTS or another contractor, may continue them. Contractor agrees to: (i) furnish phase-in training; and (ii) exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

Contractor shall, upon Contractor's written notice: (i) furnish phase-in, phase-out services for up to 30 days after this contract expires or terminates for any reason; and (ii) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to MTS approval. Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change; Contractor shall release them at a mutually agreeable date and negotiate

transfer of their earned fringe benefits to the successor.

19. INDEPENDENT CONTRACTOR.

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

20. SUBCONTRACTS.

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

21. ASSIGNMENT LIMITATION.

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

22. PROHIBITED PRACTICES.

Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of MTS or any person who, to the knowledge of Contractor, has a conflict of interest.

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any MTS officer or employee or his immediate family, and no MTS officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

23. PUBLIC RECORDS.

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

24. TAXES.

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

25. NON-CONVICTION FOR BRIBERY.

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

26. CONFIDENTIALITY.

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

27. NOTICES.

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

To Contractor:

To MTS:

Attn.:

Attn.: Materials Management

Address:

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

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

28. MISCELLANEOUS.

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

29. LAWS, REGULATIONS, AND REQUIREMENTS.

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

30. INVALIDITY, REMEDIES NOT EXCLUSIVE.

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

31. HEADINGS.

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

32. COUNTERPARTS.

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

33. AUTHORIZATION.

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

CONTRACTOR

By: _____ Date: _____

Milwaukee Transport Services, Inc

By: _____ Date: _____



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

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

Certificate of Good Faith Efforts

Guidance on completing these documents.

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

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



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

Certificate of Good Faith Efforts
--

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

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

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

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS CERTIFICATE OF GOOD FAITH EFFORTS TBE

Contractible Work Items

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

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

TARGETED BUSINESS ENTERPRISE (TBE) UTILIZATION SPECIFICATIONS for PROFESSIONAL SERVICES

1. The award of the contract is conditioned upon achieving the project's Targeted Business Enterprise (TBE) participation goal of 17%. Firms that qualify as a TBE include DBE firms certified by and listed in the Wisconsin Unified Certification Program (UCP) directory, MBE and WBE firms certified by the State of Wisconsin DOA and listed in the directory, SBE firms certified by Milwaukee County and listed in the Milwaukee County directory, and SBE firms that meet the SBA size standards and are listed in the SAM directory. All firms must be certified prior to the proposal submission deadline. A firm certified in another state must be certified by the Wisconsin UCP or State of Wisconsin DOA prior to submission of bid.
2. **TBE Participation:** The participation goal is based upon the total dollar value of your proposal less reimbursable items. Participation must be maintained throughout the contract, including any fee increases. TBE Prime self-performance may be counted to achieve the goal.

PROPOSAL CONSIDERATIONS

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

FOLLOWING CONTRACT AWARD

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

TARGETED BUSINESS ENTERPRISE (TBE) REQUIREMENTS

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

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

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

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

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

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

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

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

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



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

COMMITMENT TO CONTRACT WITH TBE

ADDITIONAL INFORMATION & REQUIREMENTS:

Links to Directories for firms eligible for credit:

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

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

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

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

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

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

414.278.4851 or cbdpcompliance@milwaukeecountywi.gov