Milwaukee Transport Services, Inc
Operator of the Milwaukee County Transit System
1942 N. 17<sup>th</sup> Street
Milwaukee, WI 53205
(414) 937-3296
malston@mcts.org

**September 26, 2019** 

**Quote: Q13-02-19 Switched Ethernet on Demand Solutions** 

Milwaukee Transport Services (MTS), operator of the Milwaukee County Transit System (MCTS), is a quasi-governmental instrumentality of Milwaukee County. MTS is seeking qualified vendors to provide quotes for Switched Ethernet on Demand Solution. MTS is accepting Quotes for Switched Ethernet on Demand Solutions until:

10:00 A.M. CST - October 11, 2019

#### **Requirements:**

To supply Milwaukee Transport Services with switched ethernet on demand as listed below under Specifications. The quote shall be based on the vendor's professional experience in the marketplace.

#### **Specifications**:

**To provide switched ethernet on demand solution**. We are asking you to provide a *firm fixed price* for one (1) year with the possibility to extend for two (2) additional 12- month periods.

#### Solution must meet the following needs: All bullet points must be addressed.

- User adjustable speed ranges from 2 Mbps to 1000 Mbps. Please provide monthly pricing for each level allowed. If range exceeds these limits in either direction, please include pricing as well.
- Billing for partial months at a service level must be billed per second of use as a percentage of monthly rate.
- Billing for partial months at a service level can be billed at a minimum equivalent of 24 hours as a percentage of the monthly rate.
- Selected provider must be willing and able to bring fiber optic service into each desired
  physical location providing all necessary components and service to connect it to our
  existing infrastructure at no charge.
- Service will be required at 3 locations. (Admin, KK transportation and FDL Transportation)

<u>Administration Building (ADM)</u> -1942 North 17<sup>th</sup> Street – Milwaukee, WI 53205 <u>Fond Du Lac (FDL) – Transportation –</u> 3201 West Fond du Lac Ave – Milw., WI 53210 <u>Kinnickinnic (KK) Transportation</u> – 1718 South Kinnickinnic – Milwaukee, WI 53204

- Solution must include the option to add additional sites while the contract is in force at the current contracted rates without additional fees to bring fiber optic service to the buildings. Please note any restrictions on response.
- Connectivity must be sustainable independent of Spectrum Metro E service availability.

### **Contract Term:**

The term of the contract will be a *firm fixed price* for one (1) year with the possibility to extend for two (2) additional 12-month periods, at the same *firm fixed price*.

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

No changes will be allowed to the Quote documents unless confirmed in writing by MCTS, Inc. All questions regarding this Quote shall be submitted in writing via email to Monique Alston at <a href="mailto:malston@mcts.org">malston@mcts.org</a>. Answers/replies will be issued via an Addendum and will posted on our website at <a href="www.ridemcts.com">www.ridemcts.com</a>. It is the vendors responsibility to check our website. **Deadline to submit questions is October 2, 2019 – end of business day.** 

Successful firm shall be required to comply with Executive Order 82.2, dated May 28, 1982, Non-Discrimination Milwaukee County Contracts, and must provide proper documentation for approval by the EEO Compliance Auditor, prior to award of contract. Any questions regarding this Request for Quote shall be directed in writing to the Purchasing Agent listed on the front page.

#### **Binding Contract:**

A proposal received in response to a Quote is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any bidder.

#### **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.

#### **How to Quote and Award of Contract:**

Quote a unit price per each item listed on the price sheet. Award will be based on bullet points items listed under Specifications and awarded in aggregate less invoice discount of 30 days (if any).

Award will be made to the lowest price, responsive/responsible Bidder complying with the specifications. Award will be based on what is deemed in the best interest of Milwaukee Transport Services, Inc.

All responses must be returned in a sealed envelope provided by the vendor with quote number Q13-02-19 for Switched Ethernet on Demand Solutions clearly marked on the outside of the envelope and received by October 11, 2019 – 2:00PM CST. If quotes are returned via Federal Express or UPS, the outer envelope must also be clearly identified with the quote number & title as stated above. Faxed or emailed quotes will not be allowed or accepted.

### **Insurance Requirements:**

Vendor(s) who is/are awarded the contract(s) will need to provide MTS with a Certificate of Insurance that meets the minimum insurance requirements and listing Milwaukee Transport Services and Milwaukee County as additionally insured. The Certificate must be provided before any work can commence.

#### **Tax Exemption:**

MTS is an agency of Milwaukee County and is exempt from Wisconsin Sales Tax under Section 77.54 (9a) (b) of the Wisconsin Statutes, and is exempt from the Federal Excise Tax, and has been granted Exempt No. 39-73-0429K. Wisconsin Exempt No. CES014818.

### **Order of Precedence:**

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

- 1. Purchase Order.
- 2. All documents related to this Quote: Q13-02-19
- 3. Accepted Quote of the successful contractor.

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

## **Enclosures:**

- 1. Ouote: O13-02-19
- 2. Signature sheet
- 3. Bidders Form
- 4. EEO Certificate
- 5. Quote Terms and Conditions

#### Vendors shall return all the forms listed below.

- 1. Bid Price Sheet **Bullet Points**
- 2. Signature Sheet
- 3. EEO Certificate required for companies with over 50 employees
- 4. Bidders Form

1.

2.

3.

4.

SIGNATURE SHEET CASH DISCOUNT: Cash invoice discount for payment of invoices following receipt and acceptance of goods or services:% 30 days.
<b>DELIVERY:</b> Price shall include delivery to: FOB FINAL DESTINATION to Milwaukee Transport Services, Inc., 1942 N 17 <sup>th</sup> Street, Milwaukee, WI 53205, unless otherwise noted in this bid.
BY SIGNING THIS BID, YOU ARE AGREEING WITH THE FOLLOWING STATEMENTS:
This bid has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud.
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.
The specifications for this bid have been read and understood.
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: \_\_\_\_\_

## 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 Email Address	
Firm Fax: ()		_	
General Classification of Firm b	y Quantity of Employ	yees:	
Less than 10	11-50	51-100	101-500
501-1000	1001-5000	More than 5000	
General Classification of Firm in	n 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 Annua	al Gross Income:		
The approximate annual g	ross income for this fi	irm is less than \$100,000	
The approximate annual g	ross income for this fi	irm is \$100,000 - \$250,000	
The approximate annual g	ross income for this fi	irm is \$250,001 - \$500,000	
The approximate annual g	ross income for this fi	irm is \$500,000 - \$1M	
The approximate annual g	ross income for this fi	irm is \$1M - \$5M	
The approximate annual g	ross income for this fi	irm is greater than \$5M	
certify this information is accu	ırate to the best of m	ny knowledge.	
Signature		Print Name	

# 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 underrepresented.

### **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 subcontracts, 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**

<b>VENDOR</b> certifies that, if it has <u>50</u> 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, <u>if required</u> , must be filed with <u>ANY</u> 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.
<b>VENDOR</b> will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.
Employees
<b>VENDOR</b> certifies that it hasemployees in the Standard Metropolitanemployees)
Statistical Area (Wisconsin Counties of Milwaukee, Waukesha, Ozaukee and Washington) and employees in total.  (Total No. of Employees)
Compliance
<b>VENDOR</b> 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:
Name and Title:
Firm Name:
Address:
City/State/Zip:
Telephone:FAX:
WARNING: An unsigned form shall be considered as a negative response.
By
(Signature)
(Please Print Name Here)

### MILWAUKEE COUNTY TRANSIT SYSTEM IS OPERATED AND MANAGED BY MILWAUKEE TRANSPORT SERVICES, INC. (MTS)

#### TERMS AND CONDITIONS FOR QUOTATION

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

#### 1. Award

Award will be made to the lowest responsive, responsible vendor meeting specifications. MTS reserves the right to award a separate contract for each item unless otherwise specified in the quote; any group of items; or to reject any or all quotes or any portion of any or all quotes.

#### 2. Facsimile Transmission

Vendors choosing to use facsimile equipment to transmit proposals do so at their own risk. Milwaukee Transport Services, Inc., accepts no responsibility for facsimile equipment being used as a responsible means of transmitting and/or receiving documents. Milwaukee Transport Services, Inc., cannot and does not guarantee that the facsimile equipment will always be working or available for the receipt of quotes.

#### 3. Delivery Terms

Quotes shall include delivery costs to the specified delivery point, all transportation charges prepaid and borne by you.

#### 4. Taxes

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

#### 5. 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."

#### 6. 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.

#### 7. 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.

#### 8. 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

#### 9. Audit of Records

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

#### 10. 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.

#### 11. Disadvantaged Business Enterprise

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

### 12. 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.

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

If it is later determined by 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.

#### 14. Employee's Right to Know

It is a direct condition of the terms of this proposal that if there be any toxic substances, materials, or infectious agents, the offeror shall supply copies of material safety data sheets in accordance with Wisconsin Statutes, Chapter 364.

#### **Brand Names** 15.

In all cases, materials must be furnished as specified, but where brand names are used consider the term "or approved equal" to follow unless no substitute is allowed. However, written approval of any proposed substitution must be obtained by vendor prior to submitting quote.

#### 16. Insurance

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

Type of Coverage Minimum Limits

Wisconsin Workers' Compensation Statutory or Proof of all States

Coverage

**Employers' Liability** \$100,000/\$500,000/\$100,000

United States Longshoreman and If required by law Harbor Workers Compensation Act Coverage

**Commercial General Liability** 

Bodily Injury & Property Damage \$1,000,000 Per Occurrence

(Incl. Personal, Injury, Fire, Legal \$1,000,000 General Aggregate

Contractual & Products/Completed Operations

Automobile Liability

**Bodily Injury & Property** \$1,000,000 Per Occurrence

Damage

All autos-owned, non-owned

and/or hired

Uninsured Motorists Per Wisconsin Statues

MILWAUKEE TRANSPORT SERVICES, INC AND MILWAUKEE COUNTY, AS ITS INTEREST MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSUREES FOR GENERAL & AUTOMOBILE LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE OF CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF THE NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE.

A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED TO 1942 N. 17<sup>TH</sup> STREET, MILWAUKEE, WI 53205, FOR REVIEW AND APPROVAL BY MTS INC. FOR THE DURATION OF THIS AGREEMENT.

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

## **REQUIRED THIRD-PARTY CONTRACT CLAUSES**

## All FTA-Assisted Third-Party Contracts and Subcontracts except for micro-purchases, defined as purchases under \$3,000

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
No federal government obligations to third-parties by use of a disclaimer		§2.f
Program fraud and false or fraudulent statements and related acts		§3.f
Access to Records		§15.o
Federal changes		§2.c(1)
Civil Rights (EEO, Title VI & ADA)		§12
Termination provisions	Contracts >\$10,000(49 CFR §18). For contracts with nonprofit organizations and institutions of higher education, the threshold is \$100,000.	§15.a
Debarment and Suspension	apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. Grantees, contractors and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.	§3.b
Disadvantaged Business Enterprises (DBEs)	Contracts awarded on the basis of a bid or proposal offering to use DBEs	§12.d
Incorporation of FTA Terms	Per FTA C 4220.1F	§15.a

## Awards Exceeding the Simplified Acquisition Threshold (\$100,000) 49 CFR §29

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Buy America	When tangible property or construction will be acquired	§14.a
Provisions for resolution of disputes, breaches, or other litigation		§43

## Awards Exceeding \$100,000 by Statute

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Lobbying		§3.d
Clean Air		§25.b
Clean Water		§25.c

## **Transport of Property or Persons**

except for micro-purchase, defined as purchases under \$3,000

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
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Cargo Preference	When acquiring property suitable for shipment by ocean vessel	§14.b
Fly America	When property or persons transported by air between U.S. and foreign destinations, or between foreign locations	§14.c

## **Construction Activities**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Construction Employee Protections  Davis Bacon and Copeland Anti-Kickback Act  Contract Work Hours & Safety Standards Act	Except for contracts <\$2,000 Except for contracts < \$100,000	§24.a
Bonding for construction activities exceeding \$100,000	5% bid guarantee; 100% performance bond; and Payment bond equal to:	§15.m(1)
Seismic safety	Contracts for construction of new buildings or additions to existing buildings except for micropurchases, defied a purchases under \$3,000	§23.e

## **Non-construction Activities**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Nonconstruction Employee Protection (Contract Work Hours and Safety Standards Act)	projects that employ "laborers or mechanics on a public work." These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses are deemed "commercial items." 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5 ©) must be added to the basic clause.	§24.b

## **Transit Operations**

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Transit Employee Protective Arrangements		§24.d
Charter Service Operations		§28
School Bus Operations		§29
Drug and Alcohol Testing	Safety sensitive functions	§31.b

## Planning, Research, Development and Documentation Projects except for micro-purchases, defined as purchases under \$3,000

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Patent and Rights in Data		§17,§18

## Acquisition of Rolling Stock/turnkey except for micro-purchases, defined as purchases under \$3,000

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Bus Testing		§15.1(4)
Pre-Award and Post-Delivery Audit		§15.1(3)

## Miscellaneous Special Requirements except for micro-purchases, defined as purchases under \$3,000

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CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES	
Energy Conservation		§26	
Recycled Products	Contracts for items designated by EPA, when procuring \$10,000 or more per year	§15.g	
Privacy Act	Administering records system (e.g., drug and alcohol program) on behalf of federal government (5USC 552)		
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects	§15.p	
ADA Access	Contracts for rolling stock or facilities construction/ renovation	§12.g	

## Awards Exceeding \$500,000

CATEGORIES OF FEDERAL REQUIREMENTS	COMMENTS	MASTER AGREEMENT REFERENCES
Notification of Federal Participation		§15.n

SR37 (7/04)