

**MILWAUKEE TRANSPORT SERVICES  
1942 NORTH 17<sup>TH</sup>  
STREET, MILWAUKEE,  
WI 53205  
(414) 937-3296  
Monique Alston: [malston@mcts.org](mailto:malston@mcts.org)**

**NOVEMBER 6, 2019**

Milwaukee Transport Services (MTS), Inc., is a quasi-governmental instrumentality of Milwaukee County and the operator of the Milwaukee County Transit System (MCTS) is seeking quotes to **supply welding gases as needed and cylinder rental as needed**. Quotes for furnishing the following will be received by the Materials Management Department at the above address:

**UNTIL 2:00 P.M. CST – NOVEMBER 14, 2019**

**Term of Contract:** This is intended to be a three (3) year fixed price contract. Contract period is January 1, 2020 thru December 31, 2022.

**How to quote and Method of Award:** Bid a unit price for items 1-13. Quote will be awarded based on the three (3) year firm fixed prices, in the aggregate for one each of items 1 through 13, minus any indicated discount on the Signature sheet. Award will be made to the lowest responsible respondent complying with the specifications. Award will be based on what is deemed in the best interest of Milwaukee Transport Services, Inc.

**Requirements:**

**Welding gases - as needed**

Supply the following welding gases on an “as needed” basis for the period from January 1, 2020 thru December 31, 2022. All empty cylinder/s picked up shall be credited to MTS’ account.

- ACETYLENE
- OXYGEN
- NITROGEN
- ARGON

**Item 2 -Cylinder rental as required.**

Rental of gas cylinders as required from January 1, 2020 thru December 31, 2022.

Price will be firm, per day, per cylinder.

**Binding Contract:** A quote received in response to this quote is an offer that can be accepted by Milwaukee Transport Services, Inc., to create a binding contract without negotiation with any Firm. Any amendment or waiving of the stipulations of the contract must occur in writing by mutual consent between MTS and the successful bidder.

**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. Bids shall be submitted excluding any of these taxes.

**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 contained within and related to Q13-04-19.
3. Proposal/Quote from the successful vendor.

**Orders:** MTS will email the vendor a purchase order that identifies the type of gas, quantity of gas, delivery location and price. Deliveries shall be within twenty-four (24) hours of receipt of purchase order.

Each location shall be invoiced individually, invoices shall indicate description of item delivered, quantity delivered, location delivered to, unit price and P.O. number. Invoice shall indicate quantity of cylinders returned as in EMPT. Invoice must be sent to [accountspayable@mcts.org](mailto:accountspayable@mcts.org)

Deliver charge shall be included in the price. This agreement includes rental of cylinders (see below description of contract). This agreement will include adherence to DOT'S final rule (49 CFR parts 171 & 173 and any revisions) periodic inspections and requalification of acetylene cylinders.

**MTS Delivery locations:**

- 1525 West Vine Street, Milwaukee, WI 53205
- 2932 North 35<sup>th</sup> Street, Milwaukee, WI 53210
- 1710 South Kinnickinnic Street, Milwaukee, WI 53204

**Questions:** contact [malston@mcts.org](mailto:malston@mcts.org)

**Amendments to Quote Document:** Any clarifications or further instructions to bidders will be sent to all bidders in addendum form. All questions and comments regarding the information contained within this quote must be submitted via e-mail to Monique Alston at [malston@mcts.org](mailto:malston@mcts.org) on or before November 12, 2019 by the end of business.

**Enclosures:**

1. Price Sheet
2. Signature Sheet
3. EEOC
4. Quote Terms and Conditions

**Documents to be returned with quote:**

1. Price Sheet
2. Signature Sheet
3. EEOC – if over 50 employees

**SIGNATURE SHEET**

**CASH DISCOUNT:**

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

**DELIVERY:**

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

**BY SIGNING THIS BID YOU ARE AGREEING WITH THE FOLLOWING STATEMENTS:**

1. This bid has been made without any connection with any other bidder and is in all respects fair and without collusion or fraud.
2. This bid has been made with the understanding that no elected officer/employee of Milwaukee Transport Services, Inc., or Milwaukee County is interested therein, directly or indirectly.
3. The specifications for this bid have been read and understood.
4. Your company has never defaulted on any contract with Milwaukee Transport Services, Inc., or Milwaukee County.

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

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

Submitted by: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address of firm: \_\_\_\_\_

Signed per: (manual signature required) \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

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

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE  
FOR  
MILWAUKEE COUNTY CONTRACTS**

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

**Non-Discrimination**

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

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

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

**Affirmative Action Program**

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

**Non-Segregated Facilities**

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

**Subcontractors**

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

## Reporting Requirements

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

## Affirmative Action Plan

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

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

## Employees

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

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

## Compliance

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

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

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)

**PRICE SHEET**

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

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

**A). WELDING GASES AS NEEDED**

**ITEM 1**      1 EACH    AC 5CL  
   ACETYLENE – (LARGE) AC5, (360 CF) RECESSED VALVE.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 2**      1 EACH    AC 4CL  
   ACETYLENE – SMALL WS. (135 CF).

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 3**      1 EACH    OX 200  
   OXYGEN - (200 CU FT) GREEN.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 4**      1 EACH    APMC 10CF  
   ACETYLENE – REFILLED PREST-O. LITE TANK (SMALL) MC TANK.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 5**      1 EACH      CYL NI 300  
   NITROGEN – DRY T TANK (200 CCF) BLACK.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 6**      1 EACH      AR CD 25300  
   GAS – ARGON/CO2 75/25 T SIZE. TANK (200 CF).

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 7**      1 EACH      AC3  
   ACETYLENE – SMALL AC3. (75 CF).

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 8**      1 EACH      OX 80  
   OXYGEN Q TANK – GREEN. (80 CF).

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 9**      1 EACH      AR 300  
   ARGON – 100% PURE. (200 CUFT/CYLINDER) T.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 10**    1 EACH    NI ED80  
   NITROGEN – DRY NQ, (80 CF) BLUE.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 11**    1 EACH    AR CD25125  
   GAS – ARGON/CO2 75/25 M SZ. TANK (139 CF).

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**ITEM 12**    1 EACH    G HBTRI300  
   TMT – GAS MIX T TANK (285 CF). HELIUM 0 90%,  
   ARGON 7.5%, CO2.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**B).    RENTAL OF GAS CYLINDERS AS REQUIRED**

**ITEM 13**    1 EACH    RENTAL OF CYLINDERS.

Quote price in Words \_\_\_\_\_ EA

Quote price in Figures \_\_\_\_\_ EA

**Hazmat charge per delivery: \$ \_\_\_\_\_**

**Destination Delivered Pricing. No additional costs. No trip, mileage or fuel surcharges allowed.**

**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.

**15. Brand Names**

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
<b>Wisconsin Workers' Compensation</b>	Statutory or Proof of all States Coverage
<b>Employers' Liability</b> United States Longshoreman and Harbor Workers Compensation Act Coverage	\$100,000/\$500,000/\$100,000 If required by law
<b>Commercial General Liability</b> Bodily Injury & Property Damage	\$1,000,000 Per Occurrence
(Incl. Personal, Injury, Fire, Legal Contractual & Products/Completed Operations	\$1,000,000 General Aggregate
<b>Automobile Liability</b> Bodily Injury & Property Damage All autos-owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Occurrence   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 <ul style="list-style-type: none"> <li>• Davis Bacon and Copeland Anti-Kickback Act</li> <li>• Contract Work Hours &amp; Safety Standards Act</li> </ul>	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: <ul style="list-style-type: none"> <li>• 50% for contracts &lt; \$1 M</li> <li>• 40% for contracts &gt; \$1 M, but &lt; \$5 M</li> <li>• \$2.5 M for contracts &gt; \$5 M</li> </ul>	§15.m(1)
Seismic safety	Contracts for construction of new buildings or additions to existing buildings except for micro-purchases, 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

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)